

Issued: July 17, 2014

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

Title Pages 1 to 3 and Pages 1 to 24-10 inclusive, of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1, 2, 5, 6, 7, 8, and 10 contain all changes from the original tariff that are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page 1	1st	24	4th	2-6.1	1st	2-38	Original
Title Page 2	8th	24.1	4th	2-7	7th	2-39	2nd
Title Page 3	4th	25	4th	2-8	3rd	2-40	3rd
1	414th*	26	3rd	2-9	2nd	2-41	2nd
1.1	39th	27	7th	2-10	1st	2-41.1	3rd
2	73rd	27.1	2nd	2-11	8th	2-42	1st
2.1	33rd	28	8th	2-11.1	4th	2-43	2nd
3	67th	29	1st	2-11.2	3rd	2-44	1st
3.1	27th	30	1st	2-12	5th	2-45	Original
4	88th	31	6th	2-13	4th	2-46	Original
4.1	130th	32	2nd	2-13.1	1st	2-47	Original
4.2	2nd	33	1st	2-13.2	1st	2-47.1	Original
5	82nd	34	10th	2-14	2nd	2-47.2	Original
5.1	5th	35	Original	2-14.1	3rd	2-48	Original
6	11th	36	4th	2-14.2	3rd	2-49	2nd
7	43rd	37	3rd	2-14.3	1st	2-50	2nd
7.1	36th	38	1st	2-15	2nd	2-50.1	1st
8	25th	39	1st	2-16	3rd	2-50.2	2nd
9	12th	40	4th	2-16.1	3rd	2-50.3	3rd
9.1	9th	41	12th	2-16.2	7th	2-50.4	Original
10	54th	41.1	Original	2-17	2nd	2-50.5	Original
10.1	29th	41.2	7th	2-17.1	1st	2-50.6	Original
10.2	36th*	41.3	1st	2-18	6th	2-50.7	Original
10.3	13th	41.4	Original*	2-19	2nd	2-50.8	Original
10.3.1	7th*	42	8th	2-20	Original	2-50.9	1st
10.4	12th	43	5th	2-21	1st	2-50.10	5th
11	3rd	44	5th	2-22	1st	2-50.11	Original
12	4th*	44.1	11th	2-23	Original	2-50.12	Original
13	4th	45	1st	2-24	Original	2-50.13	Original
13.1	8th	46	8th	2-25	1st	2-50.14	3rd
13.2	Original	46.1	Original	2-26	1st	2-50.15	3rd
14	3rd	46.2	Original	2-27	Original	2-50.16	3rd
14.1	Original	46.3	Original	2-28	1st	2-50.17	3rd
15	3rd	47	6th	2-29	1st	2-50.18	3rd
16	1st	48	1st	2-30	1st	2-50.19	4th
17	4th	1-1	4th	2-31	2nd	2-50.20	3rd
17.1	1st	2-1	2nd	2-32	Original	2-50.21	3rd
18	7th	2-2	4th	2-33	2nd	2-50.22	3rd
19	4th	2-2.1	6th	2-34	2nd	2-50.23	3rd
20	2nd	2-3	Original	2-34.1	1st	2-50.24	3rd
21	2nd	2-4	Original	2-35	Original	2-50.25	1st
22	1st	2-5	Original	2-36	1st		
22.1	Original	2-6	3rd	2-37	1st		
23	1st						

* New or Revised Page

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
 1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
21-1	37th*	21-43	2nd	21-86	Original	21-129	2nd
21-2	13th	21-44	1st	21-87	Original	21-130	2nd
21-2.1	4th	21-45	Original	21-88	Original	21-131	2nd
21-3	2nd	21-46	Original	21-89	Original	21-132	2nd
21-4	2nd	21-47	Original	21-90	Original	21-133	2nd
21-5	3rd	21-48	Original	21-91	Original	21-134	2nd
21-6	4th	21-49	Original	21-92	Original	21-135	Original
21-7	2nd	21-50	Original	21-93	Original	21-136	Original
21-8	2nd	21-51	Original	21-94	Original	21-137	Original
21-9	2nd	21-52	Original	21-95	Original	21-138	Original
21-10	2nd	21-53	Original	21-96	Original	21-139	Original
21-11	2nd	21-54	Original	21-97	Original	21-140	Original
21-12	2nd	21-55	Original	21-98	Original	21-141	Original
21-13	2nd	21-56	Original	21-99	Original	21-142	Original
21-14	2nd	21-57	Original	21-100	Original	21-143	Original
21-15	1st	21-58	1st	21-101	Original	21-144	Original
21-16	1st	21-59	1st	21-102	Original	21-145	Original
21-17	4th	21-60	Original	21-103	Original	21-146	Original
21-18	1st	21-61	Original	21-104	Original	21-147	Original
21-19	1st	21-62	Original	21-105	Original	21-148	Original
21-20	4th	21-63	Original	21-106	Original	21-149	Original
21-21	Original	21-64	Original	21-107	Original	21-150	Original
21-22	Original	21-65	Original	21-108	Original	21-151	1st
21-23	1st	21-66	Original	21-109	Original	21-152	1st
21-24	1st	21-67	Original	21-110	Original	21-153	1st
21-25	Original	21-68	Original	21-111	Original	21-154	Original
21-26	Original	21-69	Original	21-112	Original	21-155	Original
21-27	Original	21-70	Original	21-113	1st	21-156	Original
21-28	Original	21-71	Original	21-114	Original	21-157	1st
21-29	Original	21-72	Original	21-115	Original	21-158	Original
21-30	1st	21-73	Original	21-116	Original	21-159	Original
21-31	1st	21-74	Original	21-117	Original	21-160	Original
21-32	1st	21-75	Original	21-118	Original	21-161	Original
21-33	1st	21-76	Original	21-119	Original	21-162	Original
21-34	Original	21-77	Original	21-120	Original	21-163	Original
21-35	Original	21-78	Original	21-121	Original	21-164	Original
21-36	Original	21-79	Original	21-122	Original	21-165	Original
21-37	Original	21-80	Original	21-123	1st	21-166	Original
21-38	Original	21-81	Original	21-124	Original	21-167	Original
21-39	1st	21-82	Original	21-125	Original	21-168	Original
21-40	2nd	21-83	Original	21-126	2nd	21-169	Original
21-41	1st	21-84	Original	21-127	2nd	21-170	1st
21-42	1st	21-85	Original	21-128	2nd		

* New or Revised page

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
 1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
21-347	Original	21-387	Original	21-427	Original	21-467	Original
21-348	Original	21-388	Original	21-428	Original	21-468	Original
21-349	Original	21-389	Original	21-429	Original	21-469	Original
21-350	Original	21-390	Original	21-430	Original	21-470	Original
21-351	Original	21-391	Original	21-431	Original	21-471	Original
21-352	Original	21-392	Original	21-432	Original	21-472	Original
21-353	Original	21-393	Original	21-433	Original	21-473	Original
21-354	Original	21-394	Original	21-434	Original	21-474	Original
21-355	Original	21-395	Original	21-435	Original	21-475	Original
21-356	Original	21-396	Original	21-436	Original	21-476	Original
21-357	Original	21-397	Original	21-437	Original	21-477	Original
21-358	Original	21-398	Original	21-438	Original	21-478	Original
21-359	Original	21-399	Original	21-439	Original	21-479	Original
21-360	Original	21-400	Original	21-440	Original	21-480	Original
21-361	Original	21-401	Original	21-441	Original	21-481	Original
21-362	Original	21-402	Original	21-442	Original	21-482	Original
21-363	Original	21-403	Original	21-443	Original	21-483	Original
21-364	Original	21-404	Original	21-444	Original	21-484	Original
21-365	Original	21-405	Original	21-445	Original	21-485	Original
21-366	Original	21-406	Original	21-446	Original	21-486	Original
21-367	Original	21-407	Original	21-447	Original	21-487	Original
21-368	Original	21-408	Original	21-448	Original	21-488	Original
21-369	Original	21-409	Original	21-449	Original	21-489	Original
21-370	Original	21-410	Original	21-450	Original	21-490	Original
21-371	Original	21-411	Original	21-451	Original	21-491	Original
21-372	Original	21-412	Original	21-452	Original	21-492	Original*
21-373	Original	21-413	Original	21-453	Original	21-493	Original*
21-374	Original	21-414	Original	21-454	Original	21-494	Original*
21-375	Original	21-415	Original	21-455	Original	21-495	Original*
21-376	Original	21-416	Original	21-456	Original	21-496	Original*
21-377	Original	21-417	Original	21-457	Original	21-497	Original*
21-378	Original	21-418	Original	21-458	Original	21-498	Original*
21-379	Original	21-419	Original	21-459	Original	21-499	Original*
21-380	Original	21-420	Original	21-460	Original	21-500	Original*
21-381	Original	21-421	Original	21-461	Original	21-501	Original*
21-382	Original	21-422	Original	21-462	Original	21-502	Original*
21-383	Original	21-423	Original	21-463	Original		
21-384	Original	21-424	Original	21-464	Original		
21-385	Original	21-425	Original	21-465	Original		
21-386	Original	21-426	Original	21-466	Original		

* New or Revised page

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
 1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

FACILITIES FOR INTERSTATE ACCESS

TABLE OF CONTENTS

Check Sheet
 Table of Contents
 Registered Trademarks (N)
 Concurring Carriers
 Connecting Carriers
 Other Participating Carriers
 Explanation of Symbols
 Explanation of Abbreviations
 Reference to Other Tariffs
 Reference to Other Publications

1. APPLICATION OF TARIFF

2. GENERAL REGULATIONS

 2.1 Undertaking of the Telephone Company

 2.1.1 Scope
 2.1.2 Limitations
 2.1.3 Liability
 2.1.4 Provision of FIA
 2.1.5 Installation and Termination of FIA
 2.1.6 Maintenance of FIA
 2.1.7 Changes and Substitutions
 2.1.8 Discontinuance and Refusal of FIA
 2.1.9 Preemption of FIA
 2.1.10 Limitation of Use of Metallic Facilities

 2.2 Use

 2.2.1 Interference or Impairment
 2.2.2 Unlawful Use of FIA
 2.2.3 Commingling

 2.3 Obligation of the Customer

 2.3.1 Damages
 2.3.2 Theft
 2.3.3 Equipment Space and Power
 2.3.4 Space and Power for Expanded Interconnection Service
 2.3.5 Availability for Testing
 2.3.6 Balance
 2.3.7 Design of Customer Services
 2.3.8 References to Telephone Company
 2.3.9 Claims and Demands for Damages
 2.3.10 Coordination With Respect to Network Contingencies

 2.4 Payment Arrangements

 2.4.1 Payment of Charges and Deposits
 2.4.2 Minimum Periods
 2.4.3 Cancellation of an ASR

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
 1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

REGISTERED TRADEMARKS

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Vice President, Federal Regulatory
1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

FACILITIES FOR INTERSTATE ACCESS

TABLE OF CONTENTS

	<u>Page</u>
21. <u>Contract Tariffs</u>	21-2
21.1 General.....	21-2
21.2 Contract Tariff Option 1	21-3
21.3 Contract Tariff Option 2.....	21-15
21.4 Contract Tariff Option 3	21-18
21.5 Contract Tariff Option 4	21-21
21.6 Contract Tariff Option 5	21-28
21.7 Contract Tariff Option 6	21-31
21.8 Contract Tariff Option 7	21-34
21.9 Contract Tariff Option 8	21-39
21.10 Contract Tariff Option 9	21-42
21.11 Contract Tariff Option 10	21-45
21.12 Contract Tariff Option 11	21-58
21.13 Contract Tariff Option 12	21-61
21.14 Contract Tariff Option 13	21-80
21.15 Contract Tariff Option 14	21-99
21.16 Contract Tariff Option 15	21-102
21.17 Contract Tariff Option 16	21-109
21.18 Contract Tariff Option 17	21-120
21.19 Contract Tariff Option 18	21-126
21.20 Contract Tariff Option 19	21-135
21.21 Contract Tariff Option 20	21-147
21.22 Contract Tariff Option 21	21-171
21.23 Contract Tariff Option 22	21-192
21.24 Contract Tariff Option 23	21-224
21.25 Contract Tariff Option 24	21-239
21.26 Contract Tariff Option 25	21-274
21.27 Contract Tariff Option 26	21-278
21.28 Contract Tariff Option 27	21-303
21.29 Contract Tariff Option 28	21-316
21.30 Contract Tariff Option 29	21-367
21.31 Contract Tariff Option 30	21-397
21.32 Contract Tariff Option 31	21-400
21.33 Contract Tariff Option 32	21-439
21.34 Contract Tariff Option 33	21-451
21.35 Contract Tariff Option 34	21-471
21.36 Contract Tariff Option 35	21-492 (N)

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
 1300 I Street NW, Washington, DC 20005

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35

(A) Scope

Contract Tariff Option 35 (Option 35) provides a customer with certain Billing Credits (as defined following) on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 35.

(B) Specific Terms

Unless otherwise defined in this Section 21.36, the following terms are used in this Option 35:

- (1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (ICB) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff, Tariff FCC No. 1 (FCC 1), Tariff FCC No. 11 (FCC 11), and Tariff FCC No. 16 (FCC 16) with respect to any of the services covered by this Option 35.
- (2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits, if any, to the customer.
- (3) **Billed DS1 Service Revenue** shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS1 Services which are paid by the customer.
- (4) **Billed DS3 CLF Service Revenue** shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLF Services which are paid by the customer.
- (5) **Billed DS3 CLS Service Revenue** shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLS Services which are paid by the customer.
- (6) **Billed Qualifying TDM Service Revenue** shall mean the sum of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue, and Billed DS3 CLS Service Revenue.
- (7) **Billing Credits** shall mean the applicable Billing Credits as described in Section (G) following.
- (8) **Delayed Billing Grace Period** shall mean the sixty (60) day period immediately following the end of each Plan Year.

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(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(B) Specific Terms (Cont'd)

- (9) **Delayed Billing Revenue** shall mean customer identified amounts billed during the Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services should have occurred during the immediately preceding Plan Year.
- (10) **Delayed Billing Preceding Plan Year** shall mean the Plan Year immediately preceding the Delayed Billing Grace Period.
- (11) **Disputed Amounts** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by customer.
- (12) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on August 1, 2014 and end on July 31, 2015; (2) Plan Year 2 shall commence on August 1, 2015 and end on July 31, 2016; (3) Plan Year 3 shall commence on August 1, 2016 and end on July 31, 2017.
- (13) **Qualifying Monthly Recurring Charges** shall have the meaning as described in Section (F) following.
- (14) **Qualifying TDM Service** shall mean Special Access DS1 Service, Special Access DS3 CLF Service, and Special Access DS3 CLS Service.
- (15) **Qualifying TDM Services Annual Revenue Commitment** shall mean the annual minimum required Billed Qualifying TDM Service Revenue and shall be equal to \$19.0M.
- (16) **Regulatory Change** shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or action or any change in applicable laws which affects any term or condition of Option 35, or otherwise prohibits or interferes with the Telephone Company's ability to offer the Services, or prohibits or interferes with the Telephone Company's ability to perform its obligations under this Option 35.
- (17) **Regulatory Termination** shall mean the termination or withdrawal of this Option 35, Option 66 of FCC 1 and Option 66 of FCC11 as a result of a Regulatory Change as defined in Section (B)(17) preceding.

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(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(B) Specific Terms (Cont'd)

(18) Service Period shall have the meaning set forth in Section (D) following.

(19) Special Access DS1 Services shall mean DS1 Service of 1.544 Mbps bandwidth, as described in Section 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9) and FCC 16 (Section 7.11.1), but shall not include MetroLAN service.

(20) Special Access DS3 CLF Services shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9) and FCC 16 (Section 7.11.1) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18).

(21) Special Access DS3 CLS Services shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9) and FCC 16 (Section 7.11.1) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 95.HFGS.634683..NE).

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the rates, terms, and other benefits of this Option 35. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., \$10M shall mean \$10,000,000), and all references to amounts represented in dollars followed by the letter "K" shall refer to such number in thousands (e.g., \$10K shall mean \$10,000.00).

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(C) Eligibility (Cont'd)

- (1) As of August 1, 2014, the customer must:
 - (a) have billed a minimum of \$24.0M of Billed Qualifying TDM Service Revenue for the twelve (12) months immediately prior to August 1, 2014; and
 - (b) be subscribed to the DS1 Term Volume Plan (Section 5.6.14(G) of this tariff), the Commitment Discount Plan (Section 25.1 of FCC 1 and FCC 11), (collectively, Existing Plans) and the Term Payment Plan (TPP) (FCC 16, Section 7.2.1(G)); and
 - (c) not have been required in connection with the most recent true-up to pay any shortfall payments or penalties as a result of a failure to maintain volume commitments under any of the Existing Plans or the TPP.
- (2) Except for Existing Plans and the TPP, customer may not concurrently subscribe to, or within three (3) years prior to August 1, 2014, have subscribed to, an Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon the achievement of total billed revenue. If customer wishes to subscribe to such an Alternative Tariff Arrangement, then customer shall not receive any Billing Credits under this Option 35, and such subscription shall be considered a termination by customer of this Option 35, subject to Section (L) following.
- (3) The customer must subscribe to this Option 35 in a manner designated by the Telephone Company during the thirty (30) day period beginning August 1, 2014 and ending August 31, 2014. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNA(s)**) that the Telephone Company agrees to, in writing, for inclusion in this Option 35. Subscription to this Option 35 shall be an automatic subscription to Option 66 of FCC 1 and Option 66 of FCC 11.

(D) Service Period

The Service Period of this Option 35 shall commence on August 1, 2014 and end on July 31, 2017, unless this Option 35 is earlier terminated.

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FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(E) Serving Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (MSAs) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC 1, or FCC 11. Wire centers for the Phase II MSAs are listed in Section 19.1 preceding of this tariff, Section 15.3 of FCC 11, and Section 14.7 of FCC 1. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 19.1 preceding of this tariff, Section 15.3 of FCC 11, and Section 14.7 of FCC 1) that occur during the Service Period will apply. No Billing Credits will be provided in the operating territories of FCC 16.

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following as well as all other terms of this Option 35 (including Section (H) following), Qualifying Monthly Recurring Charges include total monthly recurring charges (MRCs) billed to customer by the Telephone Company with respect to a particular Qualifying TDM Service for a particular Plan Year. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list is by way of example only):

- (1) Charges for special construction;
- (2) Nonrecurring charges, surcharges, interest, late payment charges, credits (including any credits provided under the Contract Tariffs), fractional debit/credit amounts, adjustments, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Plan Year of the Service Period;
- (3) Taxes, fees, surcharges, charges, or other tax-like amounts imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
- (4) Service or administrative fees or charges (e.g., interest penalty, late payment penalty);
- (5) Any other billed amount for which payment is being withheld or under dispute by the customer or that is otherwise a Disputed Amount; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount paid by the customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the month in which the customer pays such amount;
- (6) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and
- (7) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

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(x) Issued under authority of Special Permission No. 14-009 of the Federal Communications Commission.

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(G) Annual Review; Billing Credits

The Telephone Company shall determine Billing Credits as follows:

(1) Plan Year 1

- (a) By October 1, 2015, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 1.
- (b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than \$19.7M, the Telephone Company shall apply a Billing Credit of \$200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 1.
- (c) If the customer's Billed Qualifying TDM Service Revenue is less than \$19.0M for Plan Year 1, Option 35 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(2) Plan Year 2

- (a) By October 1, 2016, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 2.
- (b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than \$19.7M, the Telephone Company shall apply a Billing Credit of \$200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 2.
- (c) If the customer's Billed Qualifying TDM Service Revenue is less than \$19.0M for Plan Year 2, Option 35 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(3) Plan Year 3

- (a) By October 1, 2017, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 3.
- (b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than \$19.7M, the Telephone Company shall apply a Billing Credit of \$200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 3.
- (c) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than \$19.0M, the customer will have the option of resetting its CDP and TVP commitment levels in accordance with the guidelines established in the Commitment Discount Plan (Section 25.1.3 of FCC 1 and FCC 11) and the Term Volume Plan (Section 5.6.14(F) of FCC 14).

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(x) Issued under authority of Special Permission No. 14-009 of the Federal Communications Commission.
(This page filed under Transmittal No. 1284.)

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(H) Disputes

Notwithstanding any other provisions of this Option 35 and except as otherwise provided in FCC 16, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue shall be subject to the following additional requirements (as well as other terms of this Option 35):

- (1) The Telephone Company shall not include in the calculation of the customer's Billed Qualifying TDM Service Revenue any amounts which are unpaid and/or disputed by customer as of the sixtieth (60th) day following the applicable Plan Year.
- (2) If any portion of an amount invoiced to customer under this Option 35 is subject to a good faith dispute, customer shall give written notice to the Telephone Company of the amounts it disputes (Disputed Amount) through the Telephone Company dispute submission process and include in such notice the specific details and reasons for disputing each item. Customer shall undertake a reasonable good faith effort to review an invoice received from the Telephone Company under this Option 35 within sixty (60) days following the due date to determine whether there are any Disputed Amounts. Customer shall pay on or before the due date all undisputed amounts.
- (3) If the Telephone Company denies a dispute submitted by customer, customer shall have thirty (30) days by which either to pay the Disputed Amount or escalate the dispute no higher than the Vice President level. The Telephone Company may deny such escalation if customer does not provide new or additional detailed information supporting its dispute.
- (4) Charges due to the Telephone Company that are not paid on or before the due date shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by the Telephone Company through the dispute submission process or to Disputed Amounts not owed to the Telephone Company after resolution of the dispute.

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(x) Issued under authority of Special Permission No. 14-009 of the Federal Communications Commission.

(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
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Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.36 Contract Tariff Option 35 (Cont'd)(I) Delayed Billing

- (1) If, during a period of sixty (60) days after the end of an applicable Plan Year (Delayed Billing Grace Period), customer identifies amounts billed during that Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services, should have occurred during the immediately preceding Plan Year (Delayed Billing Preceding Plan Year) of the Service Period, then customer, no later than the end of the Delayed Billing Grace Period, may request in writing that the Telephone Company treat such amounts as Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. For the avoidance of doubt, an amount may qualify for treatment as Delayed Billing Revenue as described in this Section (I)(1) only if the amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis..
- (2) The Telephone Company will verify customer's request and include in the Plan Year calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year any amounts verified as meeting the definition of Delayed Billing Revenue. Any Delayed Billing Revenue used for purposes of calculating the Billed Qualifying TDM Service Revenue for Plan Year shall not be used for purposes of calculating the Plan Year Billed Qualifying TDM Service Revenue for any subsequent Plan Year, nor may it be used to reopen the Billing Credit calculation for any Plan Year prior to the Delayed Billing Preceding Plan Year.
- (3) If customer wishes to have any Delayed Billing Revenue used for purposes of the Billed Qualifying TDM Service Revenue calculation under Section (G) preceding, customer must, within the Delayed Billing Grace Period during which the Delayed Billing Revenue was billed, submit a written request for inclusion of the Delayed Billing Revenue in the calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. Subject to Section (I)(4) following, if customer does not claim the Delayed Billing Revenue in a written request to the Telephone Company during the Delayed Billing Grace Period in which the Delayed Billing Revenue was billed, then customer may not later request that the Delayed Billing Revenue be used for purposes of calculating any Plan Year Billing Credit.
- (4) In no event shall the Telephone Company be subject to any late payment, interest, or penalty with respect to any Billing Credit.

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(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.36 Contract Tariff Option 35 (Cont'd)(J) Remedial Billing Credits and Related Provisions

- (1) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 66, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer before the end of Plan Year 3, then any credit issued by the Telephone Company to remedy the dispute (Remedial Billing Credit) prior to the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for the purposes of calculating the Billing Credit for the Plan Year in which such Remedial Billing Credit is issued by the Telephone Company.
- (2) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 66, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer after the end of Plan Year 3, then any Remedial Billing Credit issued by the Telephone Company to remedy the dispute after the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for Plan Year 3 for a final revenue adjustment. To the extent such final revenue adjustment produces a change in the Billing Credit, then (a) if the Telephone Company has not yet issued a Billing Credit for the last Plan Year of Option 66, then the Telephone Company shall take account of the final revenue adjustment for purposes of the Billing Credit for Plan Year 3, and (b) if the Telephone Company has already issued the Billing Credit for Plan Year 3, then the Telephone Company will issue an adjustment in an amount necessary to reflect recalculation of the Billing Credit for Plan Year 3 to take account of the final revenue adjustment.
- (3) Once a Billing Credit is issued by the Telephone Company, customer may not thereafter dispute such Billing Credit regardless of the outcome of any Disputed Amounts; provided, however, that, for the avoidance of any doubt, the foregoing prohibition against disputes by customer shall not be deemed (a) to preclude any adjustments by the Telephone Company to take account of Remedial Billing Credits as described in Sections (J)(1) and (J)(2) preceding or (b) to preclude customer from disputing the amount of a Billing Credit in any case where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon amount of the Billing Credit. The Telephone Company will not issue any Billing Credit until the applicable Billing Credit amount is agreed to by customer.
- (4) In no event shall the Telephone Company be subject to any late payment, interest, or penalty with respect to any Billing Credit.

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(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
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Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.36 Contract Tariff Option 35 (Cont'd)

(K) Mergers and Acquisitions of Customer

If, after August 1, 2014, the customer merges with another company, acquires a company or a portion of the business of another company (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding)(the company with which customer merges and the company or portion of the business thereof that customer acquires (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying TDM Services in connection with such Customer Acquired Properties, then customer shall notify the Telephone Company in writing (the **Acquisition Notice**) prior to the closing date of the Acquisition (the **Acquisition Closing Date**), and the customer and the Telephone Company shall determine whether such Customer Acquired Properties shall be included in or excluded from Option 35.

(L) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the TDM Services Annual Revenue Commitment.

Illustrative Example:

Assume the following information for Plan Year 2:

- (1) The Qualifying TDM Services Annual Revenue Commitment is \$19.0M.
- (2) The Telephone Company sells Verizon New York to a third party at the end of month 8 of Plan Year 2.
- (3) During the three month period prior to the sale, Verizon New York accounted for \$3.0M in Billed Qualifying TDM Service Revenue.

Based on the above assumptions:

- (1) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is \$1.0M (\$3.0M / 3).
- (2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).
- (3) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by \$4.0M (\$1.0M * 4).
- (4) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is \$15.0M (\$19.0M – \$4.0M).
- (5) The Qualifying TDM Services Annual Revenue Commitment for Plan Year 3 will be reduced by the \$12.0M (\$1.0M * 12), resulting in a revised Qualifying TDM Services Annual Revenue Commitment of \$7.0M (\$19.0M - \$12.0M).

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(This page filed under Transmittal No. 1284.)

Vice President, Federal Regulatory
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Issued: July 17, 2014

Effective: August 1, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd)

(M) Termination of Option 35

- (1) Subject to the terms set forth in this Section (M), customer may terminate this Option 35 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination of this Option 35. Termination of less than all of the Contract Tariffs (i.e., terminations of the contract option under this tariff or FCC 1 or FCC 11 only) shall be deemed to be an automatic termination of all Contract Tariffs. If customer terminates or cancels this Option 35 at any time during the Service Period for any reason other than by Regulatory Termination (as defined in Section (B) preceding), or a default by the Telephone Company, or if customer breaches the terms or conditions of the Option 35 and fails to cure such breach within thirty (30) days' written notice, then customer shall pay to the Telephone Company by no later than thirty (30) days after such date of termination or breach an amount equal to the percentage of the Billing Credit issued to customer for the prior Plan Year as indicated in the following table.

Month of Termination/Breach	Termination Percentage
13-24	60%
25-36	40%

- (2) Customer will not receive any Billing Credits after receipt of notice of termination.
- (3) The customer and the Telephone Company, by mutual written agreement, may terminate this Option 35 at any time. Except as otherwise mutually agreed in writing by the customer and the Telephone Company: (a) any termination under this Section (M)(3) in Plan Year 1 shall be effective as of August 1, 2014, and customer shall not be eligible for any Billing Credits for Plan Year 1; (b) any termination under this Section (M)(3) in Plan Year 2 or Plan Year 3 shall be effective as of the end of the applicable Plan Year preceding the termination, and customer shall be charged for all Billing Credits applied for the Plan Year preceding termination and shall not be eligible for any Billing Credits for any period of time after the end of such Plan Year.

(N) Suspension of True-Ups During Service Period

During the Service Period, the customer and the Telephone Company agree to suspend the true-up requirements for the Existing Plans, including any shortfall payments or penalties that would otherwise result for failure to maintain volume commitments under the Commitment Discount Plan (FCC 1 and FCC 11, Section 25.1.7), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). Upon termination of Option 35 for any reason other than noted in Section (G)(3)(c) preceding,, the true-up process will be re-activated for the underlying Existing Plans based on original commitments under Existing Plans. Upon expiration of this Option 35 in compliance with Section (G)(3)(c) preceding, the true-up process will be re-activated for the underlying Existing Plans based on then current quantities of TDM Services under Existing Plans.

(x) Issued under authority of Special Permission No. 14-009 of the Federal Communications Commission.

(This page filed under Transmittal No. 1284.)

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