
 ACCESS SERVICE

CHECK SHEET

Title Page 1 and Pages 1 to 29-33 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below are in effect on the date indicated.

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(S) Reissued material originally filed under Transmittal No. 53 to be effective October 25, 2014.

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer

(A) Scope

Contract Tariff Offer No. 60 (**Offer 60**) provides Quarterly Billing Adjustments on certain Special Access Services if the customer meets the eligibility requirements. In this Offer 60, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., \$17.25M shall mean \$17,250,000).

(B) Specific Terms

Unless otherwise defined in this Offer 60, the following terms are used in this Offer 60.

(1) **BANs** shall mean the Billing Account Numbers of the customer.

(2) **Baseline Unit Reference Costs** shall mean the unit cost per circuit for the customer's Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units calculated as of July 2012 billing to the customer, net of any credits earned under tariff arrangements or contract tariffs in effect during July 2012. The Baseline Unit Reference Cost is calculated based on the customer's Qualifying Services from FCC 1, FCC 2, FCC 3, FCC 4, FCC 5, FCC 6, and FCC 10. For the avoidance of doubt, any revenue and units acquired after July 2012 were not included in the average revenue calculations.

(3) **Billed DS1 Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which one or more monthly recurring charge was billed using any of the applicable USOCs set forth in (F)2(a) following, to the customer under the Customer ACNAs (as defined in (B)8) following) in the monthly recurring charge (**MRC**) section of Telephone Company's Access Service bill to the customer for that month. For the avoidance of any doubt, a DS1 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units. Additionally, a DS1 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit.

(X)
(X)

(N)

(X) Issued under authority of Special Permission No. 14-014.

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(B) Specific Terms (Cont'd)

- (4) **Billed Multiplexed DS3 Unit** shall mean, with respect to each month during the Service Period, a Multiplexed DS3 Unit for which one or more MRCs, using any of the applicable USOCs set forth in (F)(2)(b) following, was billed to the customer under the Customer ACNAs (as defined in (B)(8) following) in the MRC section of Telephone Company's Access Service bill to the customer for that month. For the avoidance of any doubt, a Multiplexed DS3 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units. Additionally, a Multiplexed DS3 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit.
- (5) **Billed PTP DS3 Unit** shall mean, with respect to each month during the Service Period, a point-to-point (PTP) DS3 Unit for which one or more MRCs, using any of the applicable USOCs set forth in (F)(2)(c) following, was billed to the customer under the Customer ACNAs (as defined in (B)(8) following) in the MRC section of Telephone Company's Access Service bill to the customer for that month. For the avoidance of any doubt, a PTP DS3 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units. Additionally, a PTP DS3 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit.
- (6) **Billed Qualifying Service Revenue** shall mean each of Billed DS1 Qualifying Service Revenue, Billed Multiplexed DS3 Qualifying Service Revenue, and Billed PTP DS3 Qualifying Service Revenue as further described in (F) following, subject to the exclusions specified in (F)(2)(d) and (F)(3) following.
- (7) **Billed Qualifying Service Unit(s)** shall mean Billed DS1 Units, Billed Multiplexed DS3 Units, and/or Billed PTP DS3 Units, subject to the exclusions set forth in (F)(2)(d) and (F)(3) following.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)
- PART 2 – Offers Administered Solely by Frontier (Cont'd)
- 25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)
- (B) Specific Terms (Cont'd)
- (8) **Customer ACNA(s)** shall mean the customer's Access Customer Name Abbreviations (ACNAs) that are provided to the Telephone Company by the customer in its subscription to this Offer 60 in accordance with (C)(3) following, which Customer ACNA(s) are agreed to by the Telephone Company in writing for inclusion in this Offer 60.
- (9) **DS1 Unit** shall mean an individual Qualifying Service circuit of DS1 capacity (i.e., 1.544 Mbps) that that both: (i) has a unique facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia, and (ii) is billed using any of the applicable USOCs set forth in F(2)(a) below.
- For the avoidance of any doubt, a DS1 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units . Additionally, a DS1 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit. For the avoidance of any doubt, sub-rate DS1s (e.g., 128 kbps, 256 kbps, 384 kbps, 512 kbps, and 768 kbps) are not counted as DS1 Units.
- (10) **Flat Rate** shall mean the flat rate monthly recurring charge that applies per Billed Qualifying Service Unit, per service type (i.e., DS1, Multiplexed DS3, and PTP DS3), for a given Plan Year as calculated in accordance with (H)(1) following.
- (11) **Flat Rate Spend** shall mean the billed units for a given period multiplied by the Baseline Unit Reference Costs, by service type:
- Flat Rate DS1 Spend = DS1 Billed Units * DS1 Flat Rate
- Flat Rate Multiplexed DS3 Spend = Multiplexed DS3 Units * Multiplexed DS3 Flat Rate
- Flat Rate PTP DS3 Spend = PTP DS3 Units * PTP DS3 Flat Rate
- Total Flat Rate Spend = Flat Rate DS1 Spend
+ Flat Rate Multiplexed DS3 Spend + Flat Rate PTP DS3 Spend
- (N)

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25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(B) Specific Terms (Cont'd)

- (12) **Groom(s)** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a DS3 Service, and shall include any of the following types of moves, rearrangements, re-terminations, and disconnection and subsequent reconnection, to the DS3 Service: (i) a change in the CFA or termination point within a single Telephone Company wire center; (ii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be a facility provided by the Telephone Company or by a collocator.)
- (13) **Multiplexed DS3 Unit** shall mean an individual Qualifying Service circuit of DS3 capacity (i.e., 44.736 Mbps) that both: (i) has a unique circuit identifier that conforms to the Common Language Circuit Identifier (CLCI) facility format administered by Telcordia and (ii) is billed using one or more of the USOCs specified in (F)(2)(b) following.

For purposes of administering the terms and conditions of this Offer 60, all calculations involving Multiplexed DS3 Unit volumes shall exclude any portion of a circuit that is not used for Special Access. Where this calculation results in a fraction of a Multiplexed DS3 Unit, round to the nearest whole Multiplexed DS3 Unit. Thus, for example, if there were two (2) Shared Use Multiplexed DS3, and where one of the facilities is reduced by forty-five percent (45%) and the other facility is reduced by sixty-five percent (65%) in accordance with Section 5.2.8 preceding, then together they would count as only one (1) Multiplexed DS3 Unit (.45 + .65 = 1.10, rounded to the nearest integer, which in this case is one (1) Multiplexed DS3 Unit).

For the avoidance of any doubt, a Multiplexed DS3 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units. Additionally, a PTP DS3 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(B) Specific Terms (Cont'd)

(14) **Plan Year** shall mean each of the following periods during the Service Period: Plan Year 2 shall commence on the date on which the customer subscribes to this Offer 60 and end December 31, 2014; and Plan Year 3 shall commence on January 1, 2015 and end on December 31, 2015. In the event of any extension(s) of the Service Period pursuant to Section (E) following, "Plan Year" may also be used to refer to an applicable calendar year (i.e., January 1 through December 31) subsequent to Plan Year 3. For the avoidance of any doubt, there is no Plan Year 1 under this Offer 60.

(15) **PTP DS3 Unit** shall mean an individual Qualifying Service circuit of DS3 capacity (i.e., 44.736 Mbps) that both: (i) has a unique circuit identifier that conforms to the CLCI serial number format administered by Telcordia and (ii) is billed using one or more of the USOCs specified in (F)(2)(c) following.

For the avoidance of any doubt, a PTP DS3 circuit that is provided in a meet point arrangement by two or more Telephone Company entities under a single unique circuit identifier will count as two units. Additionally, a PTP DS3 circuit that is provided in a meet point arrangement by two or more billing entities under a single unique circuit identifier, where only one of the billing entities is affiliated with the Telephone Company, will count as one unit.

(16) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last day of the second calendar month after the month in which the first date occurs (i.e., approximately ninety (90) calendar days thereafter), except for the initial Quarter of Plan Year 2, which shall commence on the date on which the customer subscribes to this Offer 60, and shall end on December 31, 2014; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last day of the second calendar month after the month in which the first day appears.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(B) Specific Terms (Cont'd)

(17) **Quarterly Flat Rate Billing Adjustment** shall mean the quarterly credit or debit that is calculated per service type (i.e., DS1, Multiplexed DS3, and PTP DS3) as described in (H) following.

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Quarterly Billing Credits as set forth in (I) following and other benefits of this Offer 60.

(1) During the twelve (12) month period ending on December 31, 2013, Customer must have achieved a minimum of \$250M in aggregate monthly billed recurring charges for all Qualifying Services purchased by Customer from affiliates of the Telephone Company.

(2) During the twelve (12) month period ending on June 30, 2014, the customer must have been subscribed to Option 2 of FCC 2, Option 63 of FCC 4, and Option 32 of FCC 5. (X)

(3) The customer must subscribe to Offer 60 by submitting a written authorization in a manner designated by the Telephone Company during the period that begins October 25, 2014 and ends November 24, 2014. Such subscription must include a list of Customer ACNA(s) as defined in (B)(8) preceding. (X)

(4) As of October 25, 2014, the customer must be concurrently subscribed, and must remain concurrently subscribed during the Service Period, to Option 2 of FCC 2, Option 63 of FCC 4, and Option 32 of FCC 5. (X)

(X) Issued under authority of Special Permission No. 14-014.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(D) Terms and Conditions

(1) If the customer is currently subscribed to a contract tariff option that provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer, the customer's subscription to such contract tariff option shall be cancelled coincident with the customer's subscription to this Offer 60, and the Telephone Company will conduct a final true-up of any billing credits the customer was entitled to through the date of cancellation.

(2) If the customer concurrently subscribes any of the Qualifying Services to any other tariff arrangement, contract tariff option, specialized service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company under this tariff and available to the customer either currently or at any time during the Service Period, that tariff arrangement, contract tariff option, specialized service arrangement, or Individual Case Basis (**ICB**) arrangement shall not have the effect of reducing the prices below the flat rates established under this Offer 60. For the avoidance of any doubt, the implementation of this paragraph means Flat Rate Pricing and Quarterly Billing Adjustment set forth in (H) following could result in a debit with respect to some circuits.

(3) To the extent the customer, as of October 25, 2014 or at any time during the Service Period, is not subscribed Option 2 of FCC 2, Option 63 of FCC 4, and Option 32 of FCC 5, the applicable Qualifying Services shall not be eligible to receive the Flat Rate pricing set forth in (H) following.

(X)
(X)

(X) Issued under authority of Special Permission No. 14-014.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(E) Service Period

- (1) Subject to terms and conditions set forth in (E)(2) following and all other applicable terms set forth herein, the **Service Period** of this Offer 60 shall commence on the date the customer subscribes to this Offer 60 and end on December 31, 2015 (except that the Service Period shall include any extensions that take effect pursuant to (E)(2) following).
- (2) At the expiration of Plan Year 3 of the Service Period, and unless otherwise terminated as set forth herein, the customer may elect to extend the Service Period for two (2) one (1) year terms beyond expiration of Plan Year 3 of the Service Period at the Flat Rates in effect for Plan Year 3. The customer must notify the Telephone Company in writing of its election to extend the Service Period at least thirty (30) calendar days prior to the expiration date of Plan Year 3 or the end of first one (1) year extension period, as applicable.
- (3) Beyond the two (2) one-year extensions above, the Parties might, but shall have no obligation to, mutually agree to up to two (2) additional extensions of one (1) year each. If Customer wishes to request Telephone Company's consent to such an extension(s), Customer must notify Telephone Company in writing of such request at least sixty (60) calendar days prior to the date on which the Agreement and Contract Tariffs will expire.

(F) Qualifying Services

- (1) Qualifying Services will be comprised of the following:
 - (a) Special Access 1.544 Mbps Services as set forth in Sections 7.6 and 24.5.2 preceding of this tariff, as the same may be amended from time to time (**DS1 Services**); and
 - (b) Special Access 44.736 Mbps Services as set forth in Section 7.16 and 24.5.2 preceding of this tariff, as the same may be amended from time to time (**DS3 Services**).

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(F) Qualifying Services (Cont'd)

(1) Qualifying Services will be comprised of the following: (Cont'd)

(c) For the avoidance of any doubt, Qualifying Services provided by affiliates of the Telephone Company shall be as defined in Option 2 of FCC 2, Option 63 of FCC 4, or Option 32 of FCC 5, as appropriate to the affiliate. (X)
(X)

Any services other than the services explicitly listed in this (F)(1) are not included herein as a Qualifying Service. Additionally, Qualifying Services do not include any Switched Access Services.

For purposes of this Offer 60: (i) all Qualifying Service volumes and revenues are quantified according to three categories (DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units) as described further in (F)(2) following; and (ii) subject to (F)(2)(d) and (F)(4) following, the USOCs set forth in (F)(2) following reflect the entire list of USOCs included in the definition of Qualifying Services and counted as contributory toward Billed Qualifying Service Revenue.

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue

Subject to the exceptions and requirements set forth in this Section (F), Billed Qualifying Service Revenue includes monthly recurring charges billed to the customer under the Customer ACNAs for Billed Qualifying Service Units in the operating territory of this tariff. **Billed DS1 Qualifying Service Revenue** is described in (F)(2)(a) following, subject to (F)(2)(d) and (F)(3) following. **Billed Multiplexed DS3 Qualifying Service Revenue** is described in (F)(2)(b) following, subject to (F)(2)(d) and (F)(3) following. **Billed PTP DS3 Qualifying Service Revenue** is described in (F)(2)(c) following, subject to (F)(2)(d) and (F)(3) following.

(X) Issued under authority of Special Permission No. 14-014.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(F) Qualifying Services (Cont'd)(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)(a) Billed DS1 Units

With respect to Billed DS1 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4YS	1A5ZS	1CF21	1CF22	1CF23	1CF25	1CF33
1CF35	1CF3W	1CF41	1CF42	1CF43	1CF45	1CF51
1CF52	1CF53	1CF55	1CF61	1CF62	1CF63	1CF65
1CF71	1CF72	1CF73	1CF75	1CF81	1CF82	1CF83
1CF85	1CF91	1CF92	1CF93	1CF95	1CFA1	1CFA2
1CFA3	1CFA5	1CFB1	1CFB2	1CFB3	1CFB5	1CFC1
1CFC2	1CFC3	1CFC5	1CFR8	1CFRJ	1CFS8	1CFSJ
1CFT8	1CFTJ	1CFU8	1CFUJ	1CFV8	1CFVJ	1CKDF
1CKDX	1J53S	1J54S	1L5LS	1L5XX	1LFMX	1LFSX
1OX1X	1OX2X	1OX3X	1OX5X	1OXTX	1T58S	1X7VX
1XCDX	1Y3AC	1YWPS	7CT15	7CTDC	7FT01	7FT60
7OFFV	7TD60	A1VA1	C2X9A	C6H6X	C6H7X	CCO
CTG	DVA	EU4DF	EU4DX	EU7VX	EUEU7VX	EUEUW
EUU21	EUU22	EUU23	EUU25	EUU33	EUU35	EUU3W
EUU41	EUU42	EUU43	EUU45	EUU51	EUU52	EUU53
EUU55	EUU61	EUU62	EUU63	EUU65	EUU71	EUU72
EUU73	EUU75	EUU81	EUU82	EUU83	EUU85	EUU91
EUU92	EUU93	EUU95	EUUA1	EUUA2	EUUA3	EUUA5
EUUB1	EUUB2	EUUB3	EUUB5	EUUC1	EUUC2	EUUC3
EUUC5	EUUR8	EUURJ	EUUS8	EUUSJ	EUUT8	EUUTJ
EUUU8	EUUUJ	EUUV8	EUUVJ	EUW	HCCMF	HCCMT
HCCT4	HCCTA	HCCTV	HCHCCMT	HCHCCT4	HCHCMLT	HCM10
HCM1V	HCMF5	HCMLT	HGV1X	HGVTX	MQ1	MQ6
MQK	MXN12	MXN13	MXN15	MXN17	MXNF3	MXNF5
MXNFX	PR9PX	PR9SX	QMU	TJ4DX	TJ4DY	TJ4DZ
TMECS	TMTMECSTNJZX	TNT3X	TNT4X	TNT8X	TNTNT3X	TNTNT4X
TNTNT4X	TNTNT8X	TQ2KM	TRG	TSP	TWTF6	TYF1X
TZGHX	VPQSP					

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(F) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(b) Billed Multiplexed DS3 Units

With respect to Billed Multiplexed DS3 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4ZS	1A59S	1A5LX	1A5YS	1A87S	1A88S	1A89S
1C4A3	1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3
1C4C5	1C4C7	1C4D3	1C4D5	1C4D7	1C4E3	1C4E5
1C4E7	1C4F3	1C4F5	1C4F7	1C4G3	1C4G5	1C4G7
1C4H3	1C4H5	1C4H7	1C4J3	1C4J5	1C4J7	1C4K3
1C4K5	1C4K7	1CFD1	1CFD3	1CFD5	1CFD7	1CFE1
1CFE3	1CFE5	1CFE7	1CFF1	1CFF3	1CFF5	1CFF7
1CFG1	1CFG3	1CFG5	1CFG7	1CFH1	1CFH3	1CFH5
1CFH7	1CFJ1	1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3
1CFK5	1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1
1CFM3	1CFM5	1CFM7	1CFN1	1CFN3	1CFN5	1CFN7
1CKMF	1CKNX	1CKPF	1CKSX	1L5H3	1L5LS	1L5RS
1L5XX	1LFSX	1U5PS	1Y3AD	1YA8S	1YAMS	1YWQS
7CT45	7D3D1	7OF01	7OF18	7OF36	7OF60	7OT18
7OT36	7OT60	A1VXG	ABVBA	B2CDP	B2CDV	B2CEP
B2CEV	B2CFP	C2X8A	CCO	DVA	EQUA3	EQUA5
EQUA7	EQUB3	EQUB5	EQUB7	EQUC3	EQUC5	EQUC7
EQUD3	EQUD5	EQUD7	EQUE3	EQUE5	EQUE7	EQUF3
EQUF5	EQUF7	EQUG3	EQUG5	EQUG7	EQUH3	EQUH5
EQUH7	EQUJ3	EQUJ5	EQUJ7	EQUK3	EQUK5	EQUK7
EU4MF	EU4NX	EU4PF	EU4SX	EUUD1	EUUD3	EUUD5
EUUD7	EUUE1	EUUE3	EUUE5	EUUE7	EUUF1	EUUF3
EUUF5	EUUF7	EUUG1	EUUG3	EUUG5	EUUG7	EUUH1
EUUH3	EUUH5	EUUH7	EUUJ1	EUUJ3	EUUJ5	EUUJ7
EUUK1	EUUK3	EUUK5	EUUK7	EUUL1	EUUL3	EUUL5
EUUL7	EUUM1	EUUM3	EUUM5	EUUM7	EUUN1	EUUN3
EUUN5	EUUN7	FQYU1	FQYU2	FQYU3	FQYU4	FQYU5
FQYU6	GMGX3	HCM31	HF12A	HF12F	HF3EA	HF3OA
HF3OF	HFCMF					

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd)

(N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(F) Qualifying Services (Cont'd)(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)(b) Billed Multiplexed DS3 Units (Cont'd)

HFCMT	HFCT1	HFCT4	HFCTA	HFCTV	HFHFCMT	HFHFCT4
HFMF1	HFMF3	HFMF5	HFOT4	HFOTA	HFUEA	HFUEF
HFUOA	HFUOF	HKTJS	HKTJX	HKTLS	MKM	MKW3X
MQ3	MXNM3	MXNM5	MXNMX	MXNRX	N2M	NDPCM
NDPDM	P8T13	P8T15	P8T33	P8T35	PR9SX	SLHA1
SLHA3	SLHA5	SLHA7	SLHB1	SLHB3	SLHB5	SLHB7
SLHC1	SLHC3	SLHC5	SLHC7	SLHD1	SLHD3	SLHD5
SLHD7	SLHE1	SLHE3	SLHE5	SLHE7	T7TAX	T8XJ3
T8XJ5	TJ4EX	TJ4EY	TJ4EZ	TJ59X	TKTPX	TNW3X
TNW5X	TNWZX	TQ2LM	TRG	TSP	TUTFX	TUTPX
TUTUTPX	TWBNX	TWBPX	TWTF7	TYF3S	TYF3X	TYF8S
TYF8X	TYFLS	TYFLX	TYFMS	TYFMX	TYFNX	TYFOX
TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX	TYFVS
TYFVX	TYFWS	TYFWX	TYTYF8X	TYTYFLS		

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(F) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(c) Billed PTP DS3 Units

With respect to Billed PTP DS3 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4ZS	1A59S	1A5LX	1A5YS	1A87S	1A88S	1A89S
1C4A3	1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3
1C4C5	1C4C7	1C4D3	1C4D5	1C4D7	1C4E3	1C4E5
1C4E7	1C4F3	1C4F5	1C4F7	1C4G3	1C4G5	1C4G7
1C4H3	1C4H5	1C4H7	1C4J3	1C4J5	1C4J7	1C4K3
1C4K5	1C4K7	1CFD1	1CFD3	1CFD5	1CFD7	1CFE1
1CFE3	1CFE5	1CFE7	1CFF1	1CFF3	1CFF5	1CFF7
1CFG1	1CFG3	1CFG5	1CFG7	1CFH1	1CFH3	1CFH5
1CFH7	1CFJ1	1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3
1CFK5	1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1
1CFM3	1CFM5	1CFM7	1CFN1	1CFN3	1CFN5	1CFN7
1CKMF	1CKNX	1CKPF	1CKSX	1L5H3	1L5LS	1L5RS
1L5XX	1LFSX	1U5PS	1Y3AD	1YA8S	1YAMS	1YWQS
7CT45	7OF01	7OF18	7OF36	7OF60	7OT18	7OT36
7OT60	A1VXG	ABVBA	B2CDP	B2CDV	B2CEP	B2CEV
B2CFP	C2X8A	CCO	DVA	EQUA3	EQUA5	EQUA7
EQUB3	EQUB5	EQUB7	EQUC3	EQUC5	EQUC7	EQUD3
EQUD5	EQUD7	EQUE3	EQUE5	EQUE7	EQUF3	EQUF5
EQUF7	EQUG3	EQUG5	EQUG7	EQUH3	EQUH5	EQUH7
EQUJ3	EQUJ5	EQUJ7	EQUK3	EQUK5	EQUK7	EU4MF
EU4NX	EU4PF	EU4SX	EUUD1	EUUD3	EUUD5	EUUD7
EUUE1	EUUE3	EUUE5	EUUE7	EUUF1	EUUF3	EUUF5
EUUF7	EUUG1	EUUG3	EUUG5	EUUG7	EUUH1	EUUH3
EUUH5	EUUH7	EUUJ1	EUUJ3	EUUJ5	EUUJ7	EUUK1
EUUK3	EUUK5	EUUK7	EUUL1	EUUL3	EUUL5	EUUL7
EUUM1	EUUM3	EUUM5	EUUM7	EUUN1	EUUN3	EUUN5
EUUN7	FQYU1	FQYU2	FQYU3	FQYU4	FQYU5	FQYU6
GMGX3	HF12A	HF12F				

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(F) Qualifying Services (Cont'd)(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)(c) Billed PTP DS3 Units (Cont'd)

HF3EA	HF3OA	HF3OF	HFCMF	HFCMT	HFCT1	HFCT4
HFCTA	HFCTV	HFHFCMT	HFHFCT4	HFMF1	HFMF3	HFMF5
HFOT4	HFOTA	HFUEA	HFUEF	HFUOA	HFUOF	HKTJS
HKTJX	HKTLS	MXNM5	N2M	NDPCM	NDPDM	P8T13
P8T15	P8T33	P8T35	PR9SX	SLHA1	SLHA3	SLHA5
SLHA7	SLHB1	SLHB3	SLHB5	SLHB7	SLHC1	SLHC3
SLHC5	SLHC7	SLHD1	SLHD3	SLHD5	SLHD7	SLHE1
SLHE3	SLHE5	SLHE7	T7TAX	T8XJ3	T8XJ5	TJ4EX
TJ4EY	TJ4EZ	TJ59X	TKTPX	TNW3X	TNW5X	TNWZX
TQ2LM	TRG	TSP	TUTFX	TUTPX	TUTTPX	TWBNX
TWBPX	TWTF7	TYF3S	TYF3X	TYF8S	TYF8X	TYFLS
TYFLX	TYFMS	TYFMX	TYFNX	TYFOX	TYFPX	TYFQX
TYFRX	TYFSX	TYFTX	TYFUX	TYFVS	TYFVX	TYFWS
TYFWX	TYTYF8X	TYTYFLS				

(d) If any of the USOCs listed in (F)(2)(a) through (F)(2)(c) preceding bill both MRCs and other charges (e.g., NRCs), then only the MRC amounts (i.e., only those amounts appearing in the MRC section of the customer's bill from the Telephone Company) of such USOCs shall be counted towards the calculation of Billed Qualifying Service Revenue.

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)
- PART 2 – Offers Administered Solely by Frontier (Cont'd)
- 25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)
- (F) Qualifying Services (Cont'd)
- (3) Examples of Revenues Not Included in Calculation of Billed Qualifying Service Revenue
- Billed Qualifying Service Revenue does not include (the following list being illustrative only) any of the following:
- (a) any non-recurring charges (**NRCs**), surcharges, taxes, late payment charges, credits (including any credits provided herein), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period;
 - (b) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
 - (c) service or administrative fees or charges imposed by the Telephone Company (e.g. interest penalty, late payment penalty);
 - (d) any amount that appears in the Other Charges and Credits section of the Telephone Company's bill to the customer (e.g., prorated charges);
 - (e) any other charges that are not applied on a monthly recurring basis and/or do not appear in the MRC section (typically labeled "Monthly Access Charges") of the Telephone Company's bill to the customer;
 - (f) any amount for which payment is being withheld by the customer or for which the Telephone Company has issued a credit in response to a customer dispute;
 - (g) any amount billed under a particular bill for services provided outside of the service period that is ordinarily covered by such bill;
 - (h) billed amounts associated with any service (or any portion of a service) that is not a Qualifying Service;
 - (i) any Quarterly Billing Credits or other Credits that the customer receives in connection with (H) following.
- (N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(F) Qualifying Services (Cont'd)(4) USOC Updates

If, during the Service Period, the Telephone Company revises Section 7 preceding of this tariff a USOC for a rate element of a Qualifying Service as set forth in (F)(2) preceding; or (ii) adds a USOC for a rate element of a Qualifying Service as used herein that was inadvertently omitted from this tariff, then (effective as of the date on which such revision becomes effective) such new USOC shall be included in the definition of the applicable Qualifying Service(s) and such new USOC, provided it otherwise qualifies to be contributory under (F)(2) and (F)(3) preceding and all other terms set forth herein, will be counted as contributory towards Billed Qualifying Service Revenue.

(G) Serving Area

Notwithstanding any other provision set forth herein, any Quarterly Billing Adjustments or other credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under Section 24.1 preceding. Any additions of, or changes to, the MSAs (including changes to wire centers or Full Service/Limited Service pricing status) as described in Section 24.1 preceding that occur during the Service Period will apply.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(H) Calculation and Payment of Quarterly Billing Adjustments

The customer will receive a Final Quarterly Billing Adjustment based on a Flat Rate Billing Adjustment.

(1) Rate Calculation Methodology for Flat Rate Pricing

The Flat Rate pricing for Qualifying Services under this Offer 60 shall be achieved by applying a discount to the average revenue per Billed DS1 Unit, per Billed Multiplexed DS3 Unit, and per Billed PTP DS3 Unit using the calculation [average revenue per Billed Qualifying Service Unit x (1 – discount)] as follows:

(a) DS1 Flat Rate Pricing

(Step 1) Calculate the average revenue per DS1 Unit (**DS1 ARPU**) by summing (i) the total MRC associated with the customer’s Qualifying DS1 Services for which the customer was billed by the Telephone Company from FCC 1, FCC 2, FCC 3, FCC 4, FCC 5, FCC 6, and FCC 10 for the month of July 2012 and dividing by (ii) the total number of the DS1 Units for such DS1 Qualifying Services during the same period of time.

(X)
(X)

The DS1 ARPU calculated in this Step 1 is used to determine the Flat Rate per DS1 Unit for each Plan Year of the Service Period.

(Step 2) To determine the Flat Rate per Billed DS1 Unit, multiply (i) the DS1 ARPU determined in Step 1; by (ii) 1 minus the discount for the applicable Plan Year from Table 1 below.

Table 1

<u>Plan Year</u>	<u>Discount</u>
2	24.22%
3	24.22%

(X) Issued under authority of Special Permission No. 14-014.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)
- PART 2 – Offers Administered Solely by Frontier (Cont'd)
- 25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)
- (H) Calculation and Payment of Quarterly Billing Adjustments (Cont'd)
- (1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)
- (b) Multiplexed DS3 Flat Rate Pricing
- (Step 1) Calculate the average revenue per Multiplexed DS3 Unit (**Multiplexed DS3 ARPU**) by summing (i) the total MRC associated with the customer's Qualifying Multiplexed DS3 Services for which the customer was billed by the Telephone Company from FCC 1, FCC 2, FCC 3, FCC 4, FCC 5, FCC 6, and FCC 10 for the month of July 2012 and dividing by (ii) the total number of the Multiplexed DS3 Units for such Multiplexed DS3 Qualifying Services during the same period of time. (X)
(X)
- The Multiplexed DS3 ARPU calculated in this Step 1 is used to determine the Flat Rate per Multiplexed DS3 Unit for each Plan Year of the Service Period.
- (Step 2) To determine the Flat Rate per Billed Multiplexed DS3 Unit, multiply (i) the Multiplexed DS3 ARPU calculated in Step 9; by (ii) one (1) minus the discount for the applicable Plan Year from Table 2 below [Multiplexed DS3 ARPU x (1 – discount)].
- Table 2
- | <u>Plan Year</u> | <u>Discount</u> |
|------------------|-----------------|
| 2 | 25.80% |
| 3 | 25.80% |
- (X) Issued under authority of Special Permission No. 14-014. (N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)
- PART 2 – Offers Administered Solely by Frontier (Cont'd)
- 25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)
- (H) Calculation and Payment of Quarterly Billing Adjustments (Cont'd)
- (1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)
- (c) PTP DS3 Flat Rate Pricing
- (Step 1) Calculate the average revenue per PTP DS3 Unit (**PTP DS3 ARPU**) by summing (i) the total MRC associated with the customer's Qualifying PTP DS3 Services for which the customer was billed by the Telephone Company from FCC 1, FCC 2, FCC 4, FCC 5, FCC 6, and FCC 10 for the month of July 2012 and dividing by (ii) the total number of the PTP DS3 Units for such PTP DS3 Qualifying Services during the same period of time. (X)
- The PTP DS3 ARPU calculated in this Step 1 is used to determine the Flat Rate per PTP DS3 Unit for each Plan Year of the Service Period.
- (Step 2) To determine the Flat Rate per Billed PTP DS3 Unit, multiply (i) the PTP DS3 ARPU calculated in Step 9; by (ii) one (1) minus the discount for the applicable Plan Year from Table 2 below [PTP DS3 ARPU x (1 – discount)].
- Table 3
- | <u>Plan Year</u> | <u>Discount</u> |
|------------------|-----------------|
| 2 | 23.37% |
| 3 | 23.37% |
- (X) Issued under authority of Special Permission No. 14-014. (N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(H) Calculation and Payment of Quarterly Billing Adjustments (Cont'd)(2) Calculation of the Flat Rate Billing Adjustment

To calculate the Quarterly Flat Rate Billing Adjustment:

- Step 1 Determine the total number of Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units for the Quarter in accordance with (H)(1) preceding.
- Step 2 Determine the Billed Qualifying Service Revenue for the Quarter for each Qualifying Service type (i.e., based on Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units) in accordance with (H)(1) preceding.
- Step 3 Calculate the Flat Rate for the Quarter for each Qualifying Service type (DS1, Multiplexed DS3, and PTP DS3) in accordance with (H)(1) preceding.
- Step 4 Calculate the Flat Rate Spend for each Qualifying Service type (DS1, Multiplexed DS3, and PTP DS3) by multiplying the Flat Rate determined in Step 3 by the Billed Units determined in Step 1.
- Step 5 Calculate the Quarterly Flat Rate Billing Adjustment for each Qualifying Service type (DS1, Multiplexed DS3, and PTP DS3) by and subtracting the Flat Rate Spend determined in Step 4 from the total of the applicable Billed Qualifying Service Revenue determined in Step 2. This Quarterly Flat Rate Billing Adjustment will be a credit if the Billed Qualifying Service Revenue is higher than the Flat Rate Spend or a debit if the Billed Qualifying Service Revenue is lower than the Flat Rate Spend.

To the extent that the customer fails to pay any amounts due to Telephone Company for Qualifying Services under this Offer 60, excluding bill disputes, Telephone Company may offset such amounts against any Quarterly Billing Adjustments owed to Customer by Telephone Company under this Offer 60.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(H) Calculation and Payment of Quarterly Billing Adjustments (Cont'd)(3) Final Quarterly Billing Adjustment

The Telephone Company will compute the Quarterly Flat Rate Billing Adjustment determined in (H)(2) preceding. If the net result is a credit, the Telephone Company will provide a credit on its invoice to the customer within 120 calendar days after the end of the applicable Quarter, and if the net result is a debit, the Telephone Company will bill the net debit to the customer within 120 days after the end of the applicable Quarter.

(I) Limitation on Grooms

There shall be no limits on number of Grooms for Qualifying Services.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(J) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer(1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party

If the customer sells to an unaffiliated third party, or otherwise transfers to an unaffiliated third party its ownership of (collectively, a **Third Party Sale**), one or more Customer ACNA(s), or a line of business, division, affiliate, or license to operate in a particular geographic area (e.g., a Commercial Mobile Radio Service (CMRS) license) (collectively, **Sold Properties**), then the terms and conditions set forth in this Section (J) shall apply to account for the effect of such Third Party Sale on this Offer 60:

(a) No later than sixty (60) calendar days prior to closure of the Third Party Sale, the customer shall notify the Telephone Company of such Third Party Sale via a written notice that includes the following information:

- (1) the date on which the Third Party Sale is expected to close; and
- (2) the affected Customer ACNA(s); and
- (3) the affected state(s) or other relevant geographic area(s); and
- (4) Information sufficient to begin the identification process of the volumes and circuit identifiers of all DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units associated with the Sold Properties that the customer will no longer obtain from the Telephone Company as a result of the Third Party Sale (**Sold Qualifying Units**). After sending this notification, the customer will work cooperatively with the Telephone Company (and the third-party carrier, if necessary) to complete the exchange of this information.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)
- PART 2 – Offers Administered Solely by Frontier (Cont'd)
- 25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)
- (J) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)
- (1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party (Cont'd)
- (b) If the customer provides notice as described in (J)(1)(a) preceding, then effective upon closure of the Third Party Sale if such closure occurs on the first day of a calendar month (or effective upon the first day of the calendar month following closure of the Third Party Sale if such closure occurs on a day other than the first day of a calendar month): (i) all Sold Qualifying Units shall not be counted as Billed Qualifying Service Units, shall not be eligible for the Quarterly Billing Adjustments, and shall cease to be covered by this Offer 60 for all other purposes.
- (2) Mergers and Acquisitions of the Customer
- (a) In the event the customer merges with another company or acquires a company or a portion of the business of another company (including any ACNA(s) that are not Customer ACNAs) (the company with which the customer merges and the company or portion of the business thereof that the customer acquires (including an ACNA(s) that is not a Customer ACNA(s)) 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 Services in connection with such Customer Acquired Properties, then the customer shall notify the Telephone Company prior to the closing of the Acquisition and the Parties shall determine whether the Customer Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Adjustment) of this Offer 60. No Customer Acquired Properties shall be included in this contract tariff absent the mutual agreement of the Parties.
- (b) The Parties shall work cooperatively and in good faith with each other to take such action as may be necessary to achieve the intent of this Section (J), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent. (N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(K) Sale or Acquisition of Properties by the Telephone Company(1) Sale of an Operating Telephone Company

- (a) In the event that the Telephone Company sells all or part of its operating telephone company (a **Sold Operating Company**) that provides Qualifying Services under this tariff during the Service Period (a **Property Sale**), the terms and conditions set forth in this Section (K) shall apply.
- (b) Prior to closure of the Property Sale or as expeditiously as practical after such closure, the Telephone Company shall notify the customer of such Property Sale via a written notice, which shall include the date on which the Property Sale is expected to close (or has closed) and the affected state(s) or other relevant geographic area(s).
- (c) Effective upon closure of the Property Sale if such closure occurs on the first day of a calendar month (or effective upon the first day of the calendar month following closure of the Property Sale if such closure occurs on a day other than the first day of a calendar month), all DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units associated with the Sold Operating Company shall not be counted as Billed Qualifying Service Units, shall not be eligible for the Flat Rates, and shall cease to be covered by this Offer 60.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)PART 2 – Offers Administered Solely by Frontier (Cont'd)25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)(K) Sale or Acquisition of Properties by the Telephone Company (Cont'd)(2) Mergers and Acquisitions of the Telephone Company

- (a) In the event the Telephone Company merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company (the company with which the Telephone Company merges, the company or portion of the business thereof that the Telephone Company acquires, and the company that acquires the Telephone Company in whole or in part may be referred to collectively as the **Acquired Properties** and such merger or acquisition may be referred to in either case as a **Telco Acquisition**), the Telephone Company shall determine whether such Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Adjustments) of this Offer 60 in accordance with (b) following.
- (b) The Parties shall work cooperatively to determine whether such Acquired Properties shall be included in or excluded from this Offer 60. No Acquired Properties shall be included in these contract tariffs absent the mutual agreement of the Parties.

(N)

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25. Pricing Flexibility Contract Offerings (Cont'd) (N)

PART 2 – Offers Administered Solely by Frontier (Cont'd)

25.60 Contract Offer No. 60 - DS1/DS3 Service Offer (Cont'd)

(L) Termination

(1) Mutual Agreement

The Parties, by mutual written agreement in their sole discretion, may terminate the customer's subscription to this Offer 60. Except as otherwise mutually agreed in writing by the Parties, any termination under this Section (L)(1) shall be effective as of the end of the Plan Year preceding the termination. Termination of the customer's subscription to Option 2 of FCC 2, Option 63 of FCC 4, or Option 32 of FCC 5 shall be an automatic termination of the customer's subscription to this Offer 60. Upon any such termination, the customer shall be entitled to all Quarterly Billing Adjustments for the Plan Year preceding the termination, but shall not be eligible for any Quarterly Billing Adjustments for any period of time after the end of such Plan Year.

(X)
(X)

(M) Expiration of the Service Period

Upon expiration of Service Period (including any extensions permitted under (E)(2) preceding), the customer may continue with the services at standard tariff rates, order any then available discount plan, or disconnect services.

(X) Issued under authority of Special Permission No. 14-014.

(N)