

ACCESS SERVICE
CHECK SHEET

The Title Page and Pages 1 through 35-13 inclusive of this tariff are effective as of the date shown, and Supplement Nos. 8, 9, 10, 11, 13, 14, 15, 23, and 25 contain all changes from the original tariff that are in effect on the date hereof.

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(A) Scope

Contract Tariff Option 69 (**Option 69**) provides certain Billing Credits, the Initial Credit, ETL Credits and TDM True-Up Credits (as defined in (B) following) on certain services.

(B) Definitions

The following terms are used in this Option 69:

- (1) Alternative Tariff Arrangement shall mean collectively any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to any Qualifying Services, but shall not include the Commitment Discount Plan (CDP), National Discount Plan (NDP), Service Discount Plan (SDP), or Term Payment Plan (TPP), each as set forth in this tariff and in Tariff F.C.C. No. 1 (FCC1), or their substantial equivalent.
- (2) Billing Credits shall mean the applicable Billing Credits as described in Section (G) following.
- (3) Billed DS1 Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS1 Service and which are paid by the customer.
- (4) Billed DS3 CLF Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS3 CLF Service and which are paid by the customer.
- (5) Billed DS3 CLS Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS3 CLS Service and 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) Buy-Up Amount shall mean the applicable Buy-Up Amount as described in Section (O) following.

(N)

(x)

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69(B) Specific Terms (Cont'd)

- (8) Channel Mileage Rate Elements shall mean the Special Access Per Mile Channel Mileage rate elements, as such rate elements are described in this tariff (Section 7.1.2(B)) and FCC1 (Section 7.1.2(B)).
- (9) Delayed Billing Grace Period shall mean the ninety (90) day period immediately following the end of each of the Plan Years.
- (10) Delayed Billing Revenue shall mean customer identified amounts billed during Plan Year 2 or later 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 a preceding Plan Year.
- (11) Delayed Billing Preceding Plan Year shall mean the Plan Year immediately preceding the Delayed Billing Grace Period.
- (12) Disputed Charges 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.
- (13) DS1 Channel Mileage Rate Elements shall mean the Per Mile component of one of the following Universal Service Order Codes (USOCs): 1A5ZS, 1A8ZS, 1J53S, 1J54S, 1L5LS, 1L5XX, 1T58S; provided that such component has a Network Channel (NC) Code of HC (DS1) and is billed as one of the following Classes of Service (COSSs): XDH1X, XZH1R, XZH18, XZH1H.
- (14) Effective Date and the start of the Service Period shall be June 2, 2015, provided that the contract tariffs are deemed effective on or before June 2, 2015. The Telephone Company will provide information to customer in writing upon filing of such contract tariffs.
- (15) Eligible LATAs shall mean LATAs 130, 132, 134, 136, 140 and 228.
- (16) ETL Credits shall mean an amount equal to the total amount of Termination Liability charges applicable to customer for termination of any of its Existing Plans.
- (17) Force Majeure Event shall mean any event beyond the reasonable control of the Telephone Company or the customer, whether reasonably foreseeable or not, including, by way of example, an act of God; fire; flood; shortages or unavailability of facilities, equipment, software, or other materials; lack of or delay in transportation; laws, rules, regulations or restrictions; war, acts of terrorism, civil disorder, strikes, or other labor disputes. Force Majeure Events shall include all force majeure events declared by the Telephone Company.

(N)

(x)
(x)

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69(B) Specific Terms (Cont'd)

- (18) Plan Year shall mean each of the following periods during the Service Period: (1) Plan Year 1 (PY1) shall commence on the Effective Date and end on December 31 2015; (2) Plan Year 2 (PY2) shall commence on January 1, 2016 and end on December 31, 2016; (3) Plan Year 3 (PY3) shall commence on January 1, 2017 and end on December 31, 2017.
- (19) Qualifying Monthly Recurring Charges shall have the meaning as described in Section (F) following.
- (20) Qualifying TDM Service shall mean Special Access DS1 Service, Special Access DS3 CLF Service and Special Access DS3 CLS Service.
- (21) Qualifying TDM Services Annual Revenue Commitment shall mean the annual minimum required Billed Qualifying TDM Service Revenue and shall be equal to \$7.6M for PY1, \$13.0M for PY2, and \$13.0M for PY3.
- (22) 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 of condition of this Option 69, 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 69.

(N)

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69(B) Specific Terms (Cont'd)

- | | | |
|------|--|------------|
| (23) | <u>Regulatory Termination</u> shall mean the termination or withdrawal of this Option 69 as a result of a Regulatory Change as defined in Section (B)(22) preceding. | (N) |
| (24) | <u>Service Period</u> shall have the meaning set forth in Section (D) following. | |
| (25) | <u>Special Access DS1 Service</u> shall mean DS1 Service of 1.544 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC1 (Section 7.2.9). | (x)
(x) |
| (26) | <u>Special Access DS3 CLF Service</u> shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC1 (Section 7.2.9) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 967 T3Z PITB PADTHPE PITB PADTK18). | (x) |
| (27) | <u>Special Access DS3 CLS Service</u> shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC1 (Section 7.2.9) 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). | (x) |
| (28) | <u>TDM True-Up Credits</u> shall mean the applicable TDM True-Up Credits as described in Section (I) following. | |
| (29) | <u>Initial Credit</u> shall mean a credit of \$120K as described in Section (G) following. | (N) |

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(C) Eligibility

(N)

Customer must meet all of the criteria set forth in this Section (C) in order to be eligible to receive the rates, terms, and conditions under this Option 69. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., \$10M shall mean \$10,000,000.00), 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).

- (1) The customer must subscribe to Option 69 in a manner designated by the Telephone Company no later than fifteen (15) days following the Effective Date. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 69. Subscription to Option 69 shall be an automatic subscription to Option 69 of FCC 1.

(x)

- (2) As of the Effective Date, customer must:

- (a) have been billed a minimum of \$24.0M of Billed Qualifying TDM Service Revenue in calendar year 2014;
- (b) be subscribed to the Commitment Discount Plan (this tariff and FCC1, Section 25.1) (collectively, Existing Plans); 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.

(x)

- (3) The percentage of revenues included in Qualifying TDM Services billed to a subsidiary or affiliate of customer that is a provider of mobile wireless telecommunications services must be no more than fifty percent (50%).

- (4) Except for the Existing Plans, customer may not be subscribed, either immediately prior to the Effective Date or any time during the Service Period, to any other contract tariff option contained in this tariff or FCC1.

(x)

- (5) Except for Existing Plans, customer may not concurrently subscribe to an Alternative Tariff Arrangement that provides discounts, credits or other reductions in rates or terms based on billed revenue. If customer subscribes to such an Alternative Tariff Arrangement, then customer shall not receive any Billing Credits, ETL Credits, Initial Credit, or TDM True-Up Credits under this Option 69, and such subscription shall be considered a termination by customer of this Option 69, subject to Section (N) following.

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(D) Service Period

The Service Period of Option 69 shall commence on the Effective Date and end on December 31, 2017, unless this Option 69 is earlier terminated.

(E) Serving Area

The Discounted Mileage Rate, Billing Credits, ETL Credits, TDM True-up Credits, if applicable, will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable laws. Wire centers for the Phase II MSAs are listed in Section 15.3 of this tariff 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 the Tariffs) that occur during the Service Period of this Option 69 will automatically apply.

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following, as well as other terms of this Option 69 (including Section (J), Disputes, 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. Except as otherwise provided in Section (J), Disputes, Qualifying Monthly Recurring Charges shall include any Delayed Billing Revenue applicable to 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 being illustrative only):

- (1) Charges for special construction;
- (2) Nonrecurring charges, surcharges, interest, late payment charges, and credits provided under this Option 69
- (3) 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;
- (4) 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);
- (5) Service or administrative fees or charges (e.g., interest penalty, late payment penalty);

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69(F) Qualifying Monthly Recurring Charges (Cont'd)

(N)

- (6) Any other billed amount for which payment is being withheld or disputed by the customer; provided, however, that billed amounts that are disputed and paid shall be treated as set forth in Section (J), Disputes;
- (7) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and
- (8) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

(G) Annual Review Process: Billing Credits

Verizon shall determine for Billing Credits as follows:

(1) Plan Year 1

- (a) Within sixty (60) days of the Effective Date of this Option 69, the Telephone Company will issue an Initial Credit for \$120K (on a mutually agreed BAN).
- (b) By April 1, 2016, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 1.
- (c) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than \$7.6M, the Telephone Company shall apply a Billing Credit of \$30K to customer's Carrier Access Billing System (CABS) billing (on a mutually agreed BAN) by no later than one hundred twenty (120) days following the end of Plan Year 1.
- (d) Subject to Section (N) following, if the customer's Billed Qualifying TDM Service Revenue is less than \$7.6M for Plan Year 1, this Option 69 shall immediately terminate.

(2) Plan Year 2

- (a) By April 1, 2017, 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 \$13.0M, the Telephone Company shall apply a Billing Credit of \$100K to customer's CABS billing (on a mutually agreed BAN) by no later than one hundred twenty (120) days following the end of Plan Year 2.
- (c) Subject to Section (N) following, if the customer's Billed Qualifying TDM Service Revenue is less than \$13.0M for Plan Year 2, this Option 69 shall immediately terminate.

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(G) Annual Review: Billing Credits (Cont'd)

(N)

(3) Plan Year 3

- (a) By April 1, 2018, 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 \$13.0M, the Telephone Company shall apply a Billing Credit of \$100K to Customer's CABS billing (on a BAN to be designated by the customer) by no later than one hundred twenty (120) days following the end of Plan Year 3.
- (c) Subject to Section (N) following, if the Customer's Billed Qualifying TDM Service Revenue is less than \$13.0M this Option 69 shall be deemed to have terminated at the end of Plan Year 3.

(H) Force Majeure Adjustment

In the event (a) a Force Majeure Event occurs; (b) the Telephone Company ceases to offer or materially reduces the availability of a Qualifying TDM Service; or (c) installation intervals for Qualifying TDM Service are, for a period of time, on average, three times or more the length of the Telephone Company's standard installation interval for such Service, the Telephone Company and customer shall promptly meet and discuss in good faith, what, if any, "Revenue Credits" should be recognized to offset the impact of (a), (b), and (c) above, on customer. Such mutually agreed Revenue Credits, if any, shall be used as Billed Qualifying TDM Service Revenue solely for the purpose of determining whether customer has satisfied the Qualifying TDM Services Annual Revenue Commitment in the pertinent Plan Year as if they were Qualifying MRCs. In no event shall Revenue Credits be used to calculate Billing Credits in any Plan Year.

(I) TDM True-Up Credits

Provided that customer has satisfied all applicable eligibility requirements set forth in Section (C) preceding and has not terminated this Option 69, customer may qualify to receive TDM True-Up Credits as described in this Section (I).

- (1) As a result of the calculations performed during the true-up process for Special Access DS1 Services, Special Access DS3 CLF Services, and Special Access DS3 CLS Services under customer's Existing Plans, the Telephone Company will determine whether the customer is subject to either a Shortfall Adjustment or Charge-Up Adjustment.

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(I) TDM True-Up Credits (Cont'd)

(N)

- (2) If customer has not terminated Option 69 and is billed a Shortfall Adjustment or Charge-Up Adjustment (the "CDP Billing Adjustment") as a result of its true-up process for Special Access DS1 Services, Special Access DS3 CLF Services, and Special Access DS3 CLS Services under customer's Existing Plans, then the Telephone Company will determine the total amount of the CDP Billing Adjustment that the Telephone Company billed to customer for that same specific true-up period. The Telephone Company will issue a credit ("TDM True-Up Credit") in an amount equal to the CDP Billing Adjustment for that same specific true-up period.
- (3) If customer has no CDP Billing Adjustment for a specific true-up period, then customer will not receive a TDM True-Up Credit for that specific true-up period.
- (4) If customer receives a TDM True-Up Credit for a specific true-up period, customer may not thereafter dispute the CDP Billing Adjustment or any part thereof or receive a refund of the CDP Billing Adjustment or any part thereof. Once the Telephone Company issues a TDM True-Up Credit, neither the Telephone Company nor customer may later dispute the amount of such TDM True-Up Credit.

(J) Disputes

Notwithstanding any other provisions of this Option 69, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue under this Option 69 shall be subject to the following additional requirements (as well as all other terms of this Option 69):

- (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 ninetieth (90th) day following the applicable Plan Year.
- (2) If any portion of an amount invoiced to customer under this Option 69 is subject to a good faith dispute between the parties, customer shall give written notice to the Telephone Company of the amounts it disputes ("Disputed Charges") through the Telephone Company dispute submission process and include in such notice the specific details and reasons for disputing each item. Customer shall pay on or before the due date all undisputed charges.
- (3) If the Telephone Company denies a dispute submitted by customer, customer shall have thirty (30) days by which either to pay the Disputed Charges or escalate the dispute in accordance with the Telephone Company's dispute submission process.

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(J) Disputes (Cont'd)

(N)

- (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 as set forth in Section 2.4.1 preceding.
- (5) If customer disputes, in good faith, Qualifying MRCs, but nonetheless pays such Qualifying MRCs, such payment shall constitute Billed Qualifying TDM Service Revenue when received by the Telephone Company for the limited purposes set forth in this Section (J)(5). Such disputed, but nonetheless paid, amounts shall be used solely for the purpose of determining whether customer has satisfied the Qualifying TDM Service Annual Revenue Commitment in the Plan Year in which such disputed amounts were paid. In no event shall such paid disputed amounts be used for the purposes of calculating Billing Credits until such time as the dispute is resolved in favor of the Telephone Company or withdrawn by customer. Such Billing Credit calculation shall occur in the Plan Year in which the dispute is resolved or withdrawn.
- (6) Delayed Billing
 - (a) If, during a period of ninety (90) 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 any doubt, an amount may qualify for treatment as Delayed Billing Revenue as described in this Section (J)(6)(a) only if the amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis.
 - (b) 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.

(N)

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(J) Disputes (Cont'd)

(N)

(5) Delayed Billing (Cont'd)

(c) If customer wishes to have any Delayed Billing Revenue used for purposes of the Billed Qualifying TDM Service Revenue calculation under Section (G), 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 (J)(5)(d) of this Option 69, 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 the Delayed Billing Revenue will be used for purposes of calculating any Plan Year Billing Credit in the Plan Year it was billed.

(d) Notwithstanding the foregoing, if (1) during a Delayed Billing Grace Period, the Telephone Company bills an amount that could have been treated as Delayed Billing Revenue, (2) such amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis, and (3) Customer does not submit a written request for the amount to be treated as Delayed Billing Revenue prior to the end of the Delayed Billing Grace Period and the amount is not included as Delayed Billing Revenue for purposes of the Plan Year immediately preceding the Delayed Billing Grace Period, then the amount shall be included as Billed Qualifying TDM Service Revenue in the applicable Plan Year in which the Telephone Company issued the invoice in which the Telephone Company billed the amount in question. If Delayed Billing Revenue is billed after the Delayed Billing Grace Period, then the Delayed Billing Revenue will be used for purposes of calculating any Plan Year Billing Credit in the Plan Year it was billed.

(K) Remedial Billing Credits and Related Provisions

(1) In the event that (i) Customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (ii) any such Disputed Charges were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 69, and (iii) 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.

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(K) Remedial Billing Credits and Related Provisions (Cont'd)

(N)

- (2) In the event that (i) Customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (ii) any such Disputed Charges were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 69, and (iii) 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 (i) if the Telephone Company has not yet issued a Billing Credit for the last Plan Year of Option 69, then the Telephone Company shall take account of the final revenue adjustment for purposes of the Billing Credit for Plan Year 3, and (ii) 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; provided, however, that adjustments shall only be permitted for one (1) year following the end of Plan Year 3.
- (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 Charges; provided, however, that, for the avoidance of any doubt, the foregoing prohibition against disputes by customer shall not be deemed (i) to preclude any adjustments by the Telephone Company to take account of Remedial Billing Credits as described in Section (K)(1) and (2) or (ii) 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. The Telephone Company and the customer will work in good faith to resolve any disputes regarding the 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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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(L) Mergers and Acquisitions of Customer

(N)

If, after the Effective Date, customer merges with another company, acquires a company or a portion of the business of another company (including, but not limited to, any ACNA(s) not provided to the Telephone Company under Section (C)(1) preceding) (the company with which customer merges and the company or portion of the business thereof that customer acquires (including, but not limited to, an ACNA(s) not provided to the Telephone Company under Section (C)(1) 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 Acquired Properties shall not be included in calculations associated with the Billing Credits or TDM True-Up Credits in this Option 69.

(M) Sale of Verizon Operating Telephone Company

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

Illustrative Example:

Assume the following information for Plan Year 2:

- (a) The Qualifying TDM Services Annual Revenue Commitment is \$13.0M;
- (b) The Telephone Company sells Verizon New York to a third-party at the end of month 8 of Plan Year 2;
- (c) During the three month period prior to the sale, Verizon New York accounted for \$300K in Billed Qualifying TDM Service Revenue.

Based on the above assumptions:

- (a) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is \$100K (\$300K / 3);
- (b) There are four (4) months remaining in Plan Year 2 (12 months - 8 months);
- (c) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by \$400K (\$100K * 4);
- (d) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is \$12.6M (\$13.0M - \$400K);
- (e) The Qualifying TDM Services Annual Revenue Commitment for the Plan Year 3 will be reduced by the \$1.2M (\$100K x 12) resulting in a revised Qualifying TDM Services Annual Revenue Commitment of \$11.8M (\$13.0M - \$1.2M).

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(N) Termination of Option 69

- (1) Subject to the terms set forth in this Section (N), customer may terminate this Option 69 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. Termination of less than all of the Contract Tariffs (i.e., terminations of the contract option under this tariff or FCC1 only) shall be deemed to be an automatic termination of all Contract Tariffs. If customer terminates or cancels this Option 69 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 this Option 69 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 Credits, Initial Credit, ETL Credits, and TDM True-Up Credit issued to Customer for the prior Plan Year as indicated following:

Month of Termination/Breach	Termination Percentage
0-12	100% of Initial Credit
13-24	60% of Billing Credits and Initial Credit
25-36	40% of Billing Credits

- (2) Customer will not receive any Billing Credits and the Discounted Mileage Rate will not apply to new circuits ordered by customer after the effective date of the termination of Option 69.
- (3) The parties, by mutual written agreement, may terminate this Option 69 at any time. Any termination under this Section (N)(3) shall be effective as agreed in writing by customer and the Telephone Company, and customer shall not be eligible for any Billing Credits, ETL Credits, or TDM True-Up Credits for any Plan Year after the effective date of such termination.
- (4) In the event that Option 69 is terminated (i) by the Telephone Company or customer as a result of a Regulatory Change; (ii) by the Telephone Company or customer because the parties fail to mutually agree to a provision to replace an illegal, invalid or otherwise prohibited provision; or (iii) by customer as a result of a default by the Telephone Company, customer may, at its option, elect to terminate the Existing Plans prior to the effective date of the termination of Option 69, in which event, customer shall be eligible for ETL Credits. If customer does not so elect prior to the effective date, customer shall not be eligible for any ETL Credits.

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32. Contract Tariffs (Cont'd)32.70 Contract Tariff Option 69

(N) Termination of Option 69 (Cont'd)

(N)

- (5) Upon the earlier of the expiration of the Service Period or termination of Option 69, all benefits provided to customer hereunder shall cease to apply, except that any circuit that was established prior to, and is eligible for the Discounted Mileage Rate, upon expiration of the Service Period or termination of Option 69, shall remain eligible for the Discounted Mileage Rate so long as that circuit remains in service, and so long as such circuit is not subject to an Alternative Tariff Arrangement.

(O) Buy-Up Amount

- (1) In the event that the customer's Billed Qualifying TDM Service Revenue during any Plan Year falls short of the customer's Qualifying TDM Services Annual Revenue Commitment, the customer may, subject to the limitation set forth in Section (O)(2) following, pay an amount equal to the amount by which the customer's Billed Qualifying TDM Service Revenue fell short of the Customer's Qualifying TDM Services Annual Revenue Commitment (the "Buy-Up Amount"). In the event that the customer pays a Buy-Up Amount within sixty (60) days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to customer of the Buy-Up Amount of such Plan Year, whichever is later, it will be deemed to have met the customer's Qualifying TDM Services Annual Revenue Commitment for such Plan Year. In the event that the customer does not pay the Buy-Up Amount within sixty (60) days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to customer of the Buy-Up Amount of such Plan Year, whichever is later, this Option 69 shall immediately terminate.
- (2) The customer shall not be eligible to pay a Buy-Up Amount if the amount of the customer's Billed Qualifying TDM Service Revenue fell short of the customer's Qualifying TDM Services Annual Revenue Commitment by more than \$1M.

(P) Discounted Mileage Rate

The Telephone Company will charge a discounted rate for DS1 Per Mile Channel Mileage rate elements ordered by customer in an Eligible LATA (the "Discounted Mileage Rate"). The Discounted Mileage Rate will be five and 00/100 Dollars (\$5.00) per mile for DS1 Channel Mileage rate elements. The fixed component of Channel Mileage will not be discounted and will continue to apply at standard tariffed rates (including such discounts as may be applicable if customer is subject to a tariffed discount plan as may be permitted by Option 69). The Discounted Mileage Rate will apply for the full life of any circuit ordered prior to termination of Option 69. The Discounted Mileage Rate will apply in lieu of all other discounts, and will not be subject to any further discounts under this Option 69 or the tariff.

(N)

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