

## ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 to 348 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 17, 38, 58, 60, 64, 66, 67, 68, 69, 71, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 contain all changes from the original tariff that are in effect on the date hereof.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(A) General Description (Cont'd)

During the term of the selected DCP, Telephone Company-initiated rate changes (increases or decreases) will automatically be applied to the monthly rates for the remaining months of the current DCP term. But in no case will any rate change cause the monthly rate during the DCP term to exceed that in effect at the beginning of the customer's DCP term.

(B) Commitment Level

A customer establishes a DCP term by committing 90 percent of their in-service Circuits (CKTS) by service during the term.

The customer will not receive the DCP rates for in-service levels above the 90 percent commitment level established. For example, a customer with 100 CKTSs in-service and commits to 90 CKTS (i.e. 90 percent) will receive the DCP rates for up to 90 CKTS.

If a customer's actual in-service level falls below the commitment level, the customer will be billed for the commitment level of CKTS at DCP rates. For example, a customer that commits 90 CKTS but has only 70 CKTS in service will be billed the DCP rates for 90 CKTS.

If the Telephone Company introduces new Ethernet Services not currently listed in Section 19 ("New Ethernet Services"), the circuit counts of the New Ethernet Services will count towards the Ethernet DCP commitment under the following conditions: (C)

- New Ethernet Service circuits added at customer locations where no Ethernet Services have existed during the DCP term will count towards the Ethernet DCP commitment. (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(B) Commitment Level (Con'd)

- New Ethernet Service circuits added at a location where Ethernet Service has existed during the DCP term will only count towards the Ethernet DCP commitment if they result in an increase of total Ethernet circuits at that location and no existing Ethernet circuits are disconnected unless replaced by higher speed Ethernet circuits purchased from the same section of the tariff as the existing circuits at that location. (C)
- New Ethernet Service circuits counted towards an Ethernet DCP commitment may not be counted under any other DCP. (C)

(C) 90-Day Review Period

No adjustments, for being below commitment level (as described in (B) above), in monthly billing for a DCP will be made until 90 days after Telephone Company notification to the customer that the commitment level has been exceeded or not been met. This will insure that customers will not be penalized for aberrations in Channel Termination, Network Access Connection or Off-Network Access Connection counts caused by timing differentials in disconnection and installation.

Customers' bills will not be adjusted for being outside the parameters described in 7.4.12(B), preceding during the 90 day review period. Additionally, customers will continue to be billed the adjustments (following the 90 day review period) for being outside the described parameters until the commitment level is met or increased. A new 90-day review period will be initiated if the customer's actual in-service level subsequently falls outside the described parameters.

(M)  
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(M)

Regulations formerly found on this page are now found on Page 109.85.11.4.  
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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.12 Discount Commitment Program (DCP) (Cont'd)

(D) Increasing the DCP Commitment Level

Customers may increase their commitment level at any Time by notifying the Telephone Company in writing. An increase in the commitment level will not change the expiration date of the DCP. (M)

When a commitment level is increased, the actual in-service CKTS level at the time of the increase will be used to calculate billing adjustments as described in Section 7.4.12(B), preceding. (M)

(E) Decreasing the DCP Commitment Level and Termination Liabilities

Customers may decrease their commitment level only by paying termination liability charges on the number of Channel Terminations, Network Access Connections, Nodes or Ports by which the commitment level decreased. Termination Liabilities will apply to Digital Data, 1.544 High Capacity, MercNET 45, OCn Point-to-Point, OCn Dedicated Shared SONET, Wavelength and Ethernet Service. For example, a customer has a commitment level of 90 CKTS. The customer then decreases this commitment level to 70 CKTS. The customer must pay termination liabilities on 20 CKTS.

The Termination Liability for DCP is calculated to be the dollar difference between the current DCP rate for the DCP term that could have been completed during the time the service was actually in service, or the monthly rate for services in service, or the monthly rate for services in place less than 36 months, and the customer's current DCP rate for each month the service was provided.

For example, a customer subscribing to a 60-month DCP term reduced their CT commitment by 20 CKTS during the 37th month. This customer's termination charge would be:

$$20 \text{ CKTS} \times (36 \text{ month DCP rate} - 60 \text{ month DCP rate}) \times 37 \text{ months} = \text{Termination Charge}$$

A decrease in the commitment level will not change the expiration date of the DCP.

Regulation found on this page were formerly found on Page 109.85.11.3  
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## ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.12 Discount Commitment Program (DCP) (Cont'd)(F) Upgrading a DCP Service

When a customer upgrades a Digital Data service being billed DCP rates to a 1.544 High Capacity, the Digital Data service DCP commitment level will be reduced at the customer's request (up to a maximum of 24) and no termination liabilities will apply. If the customer has a DCP for a 1.544 High Capacity, the 1.544 High Capacity DCP commitment level will be increased if the customer requests that it be increased. When a customer upgrades a 1.544 High Capacity service being billed DCP rates to a MercNET 45 service the customer's 1.544 High Capacity DCP commitment level will be reduced at the customer's request (up to a maximum of 28) and no termination liabilities will apply.

When a customer upgrades from a 10 Mbps Ethernet Service to a 50 Mbps Ethernet Service, the 10 Mbps Ethernet DCP commitment level will be decreased by 1 circuit and the 50 Mbps Ethernet DCP commitment level will be increased by 1 circuit and no termination liabilities will apply.

(T)

When a customer upgrades from a 1 Gbps Wavelength Service to a 10 Gbps Wavelength Service, the 100 Mbps Wavelength DCP commitment level will be decreased by 1 circuit and the 10 Gbps Wavelength DCP commitment level will be increased by 1 circuit and no termination liabilities will apply.

(T)

(G) Conversion to an Optional Payment Plan (OPP)

Customers may convert services from a DCP term to an OPP as described in 7.4.9, preceding. No termination liabilities will apply to services converted to an OPP term of the same or longer length than the DCP term. Additionally, the customer's DCP commitment level will be reduced by the number of CKTS associated with the service, converted to an OPP term.

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## ACCESS SERVICE

25. Volume Discount Plan

(N)

(A) Service Description

The Volume Discount Plan (VDP) provides percentage discounts to Ethernet circuits set forth in Section 19 based on the number of in-service circuits at a given time. The applicable percentage discounts are determined quarterly within each Plan Year as shown in Section 25.7 below. The VDP only applies to Ethernet circuits set forth in Section 19 that are purchased under a 60-month Discount Commitment Plan (DCP) as set forth in Section 7.4.12 (hereinafter referred to as "Qualifying Circuits"). The customer may only enter into a VDP at the beginning of its DCP term and the VDP and DCP must be of the same term.

The applicable percentage discounts shown in Section 25.7 below will be applied to the 60-month DCP tariffed rates for Qualifying Circuits set forth in Section 19.6 following.

If the Telephone Company introduces new Ethernet services not currently listed in Section 19 (New Ethernet Services), the in-service circuit counts for such New Ethernet Services committed to a DCP of like term as the VDP term will be added to the count of VDP Qualifying Circuits used to determine the discount percentages during the term of the VDP, but New Ethernet Services will not otherwise be treated as Qualifying Circuits and will not receive the VDP discounts.

All eligible rate elements for each committed circuit billed are applicable to the plan.

At the end of each 3-month period during the term of the VDP, a snapshot count of the customer's total Qualifying Circuits and New Ethernet Service circuits subject to a DCP will be taken. The discount percentage applicable to that circuit count will be used to determine the VDP discount level for the next 3-month period. For example, the circuit count made at the end of the fourth quarter of a Plan Year will determine the applicable discount percentage for the first quarter of the next Plan Year.

(N)

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25. Volume Discount Plan (Cont'd) (N)25.1 Service Description (Cont'd)

Upon the completion of the five (5) year VDP term, the customer may enter into an available OPP or DCP. If the Customer does not elect to enter into an available Plan and does not notify the Telephone Company prior to the expiration of the VDP, the customer will be charged the applicable month-to-month rates for the services that were covered by the VDP and all discounts provided under the VDP will cease.

If the Customer under a VDP enters a new 60-month DCP within 30 days after the expiration of its existing DCP, the Customer will have the option to extend the VDP coterminous with the term of the new DCP. The VDP discount percentages for Year 5 of the DCP will be used for the entire term of the new 60-month DCP.

25.1 Conversion Levels

When a customer establishes a VDP all Qualifying Circuits shall automatically be added to the VDP upon written notification by the customer to the Telephone Company to establish a VDP. There will be no service or billing interruption for existing services that convert to the VDP.

25.3 Commitment Period

At any time while under the VDP, the customer may add or delete circuits pursuant to the DCP provisions as described in Section 7.4.12. These changes may increase or decrease the discount level applicable to the following quarter.

If the customer chooses to terminate the VDP prior to the end of the term of the DCP, the VDP discounts will no longer apply. Qualifying Circuits no longer under a VDP will be billed under the existing 60-month DCP provisions as set forth in Section 7.4.12.

(N)

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25. Volume Discount Plan (Cont'd) (N)25.3 Commitment Period (Cont'd)

Qualifying Circuits to be included in the VDP shall include only those circuits in service or ordered by customers who are provided service by the Telephone Company under the Access Carrier Name Abbreviations (ACNAs) agreed to by the Customer and the Telephone Company at the time the initial VDP is established. The Customer may request by notifying the telephone company in writing to add additional ACNAs to the VDP to include circuits that the customer has gained through: 1) mergers; 2) acquisitions or; 3) if the Customer is acquired by another Customer of the Telephone Company. The in-service circuit levels for the additional ACNAs will be included in the count of Qualifying Circuits made at the end of the 3-month review period in which the ACNAs are added.

25.4 Ordering Provisions

The customer must order a VDP in writing to the Telephone Company. The customer must specify in the written notification the date on which it wishes to enroll in the VDP. The specified enrollment date must be within thirty (30) days of receipt of the customer written notification.

25.5 Rate Changes

For customers who subscribe to a VDP, the rates for circuits under the DCP will be excluded from any Telephone Company initiated rate increases as specified in Section 7.4.12 and will be frozen at the DCP rates in effect as of the date of the VDP enrollment. Month-to-month rates may change as a result of Telephone Company initiated increases or decreases.

The Telephone Company will not remove any of the contributory services under the VDP or add additional rate elements or charges, whether for existing services or new, non-optional features or functionality, that would affect or relate to the contributory services unless the Telephone Company is ordered to do so by the Federal Communications Commission. (N)

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25. Volume Discount Plan

(N)

25.6 Verification and Application of Discounts

The Telephone Company will take a snapshot count of the customer's number of Qualifying Circuits and New Ethernet Service circuits at the end of each 3 month period during the term of the VDP. Based upon the total count of Qualifying Circuits and New Ethernet Service circuits, the applicable percentage discount as shown in Section 25.7 below will be applied to the monthly DCP rates for Qualifying Circuits.

Upon the customer's request and without additional charge, the Telephone Company will make available for inspection and audit by the customer, all reasonably requested documentation necessary to verify the Telephone Company's reports that support the calculation of the VDP monthly rates. The Telephone Company may assess additional labor charges, as set forth in Section 13.2 preceding, for any additional reports requested by the customer. The customer may request this additional supporting documentation no more than twice in any consecutive 12 calendar months, and only for billing periods during the previous 12 month period. This information will be provided by the Telephone Company promptly following the customer's request for such data. In the event that the data shows that any discount was improperly applied, within 30 days after the date of resolution the Telephone Company will provide a credit to the customer equal to any additional discount the customer should have received under the VDP or the customer will reimburse the Telephone Company for any discounts that the customer received that were not due under the VDP.

The dollar amount of the earned discount for each 3-month billing period will be calculated at the end of the period by applying the earned discount rate to the billed rates for the prior 3-month period. The total dollar discount earned for each 3-month period will be applied in the first billing period of the following 3-month period.

(N)

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25 Volume Discount Plan(Cont'd)

(N)

25.7 Rates and Charges

Circuit Threshold Levels and Percentage Discounts

650 to 1,000 Circuits in Service

Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	19.96%	29.56%	33.09%	33.09%

1,001 to 1,500 Circuits in Service

Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	21.80%	33.53%	36.85%	36.85%

1,501+ Circuits in Service

Percentage Discount\*

Year 1	Year 2	Year 3	Year 4	Year 5
8.00%	26.40%	37.44%	40.57%	40.57%

\*The Discount percentages will be applied to the 60-month DCP rates in effect at the time the Customer enters into the VDP. During the course of the term, the Customer count of Qualifying Circuits and New Ethernet Service Circuits may increase or decrease resulting in a change to the tier of discounts applied.

For example, the monthly rates for a 10Mbps UNI Port and EVC for Customers having 650 to 1000 circuits in service (based on the 1/1/2016 60-month DCP rates as set forth in Section 19.6 prior) are shown below:

	Initial 60-Month DCP Rate	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Port	\$594.00	\$546.48	\$475.44	\$418.39	\$397.47	\$397.47
EVC	\$ 40.00	\$ 38.60	\$ 32.02	\$ 28.17	\$ 26.77	\$ 26.77

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