

FACILITIES FOR INTERSTATE ACCESS

CHECK SHEET

Title Page 1 and Pages 1 to 24-7 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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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans(A) DescriptionOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

The DS1 Term Volume Plan (TVP) allows customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer's DS1 SAL commitment level can be established on a nationwide basis or negotiated between the customer and the Telephone Company (i.e., state basis, regional basis, etc.). The TVP is offered for a 1, 2, 3 or 5 year term commitment period. All of the customer's TVP DS1 SALs will be billed at the same rate, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

During the TVP term, the customer may elect to increase the term or commitment level of the plan without any termination liability, provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term or commitment quantity.

The new term length begins on the same start day as the term length it replaces. There will not be any retroactive adjustments of a discount due to a customer-initiated change in term or commitment quantity.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

The Eight- and Ten-Year DS1 Term Volume Plans (ETTVP) allow customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer elects to enroll in an ETTVP by specifying in writing the enrollment date (which will be the anniversary date) and their volume and term commitment.

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The ETTVP is offered for an 8- or 10-year term commitment period. Time In-Service Credit (TISC) will be granted on a replaced TVP for uninterrupted TVP subscription time and applied toward the new 8- or 10-year commitment period. All of the customer's ETTVP DS1 SALs will be billed at the state rate in this tariff, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans (Cont'd)(F) TVP Plan EnrollmentOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

When the customer elects to enroll in a TVP the customer must specify, in writing, the enrollment date (which will be the anniversary date) and the DS1 SAL commitment quantity. The specified enrollment date must be within 30 days of receipt. By the specified date, the customer must submit a request in writing or issue ASR(s) to add DS1 SALs to the TVP and/or convert month-to-month arrangement DS1 SALs to the TVP to fall within the commitment quantity specified.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

When the customer elects to enroll in an ETTVP the customer must specify, in writing, the enrollment date (which will be the anniversary date) and the term and volume DS1 SAL commitment.

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The specified enrollment date must be within 30 days of receipt of the written notice. By the specified enrollment date, the customer must submit a request in writing or issue ASR(s) to convert DS1 SALs to the ETTVP and/or convert month-to-month arrangement DS1 SALs to the ETTVP to fall within the commitment quantity specified.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans (Cont'd)(G) Annual ReviewOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Each customer's TVP will be reviewed annually. The customer will be notified in writing as to the status of the TVP. If the in-service DS1 SAL quantity falls below the commitment quantity, an allowance of 3% will be considered as having met the commitment quantity. Where the customer does not meet the minimum quantity of DS1 SALs in service, penalties will be assessed as set forth under 5.6.14(l).

If the number of DS1 SALs increase from the initial commitment, the customer will have the option of increasing the commitment level for the remainder of their TVP. If the customer chooses not to increase the commitment level, he/she may convert the increased number of DS1 SALs to a monthly plan or a second TVP plan.

The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 SALs being decreased. Penalties will apply as set forth in 5.6.14(l).

The customer will have 30 days from receipt of notification to convert DS1 SALs. If the customer does not take action during the 30 day period, the commitment level will be automatically changed to the number of TVP DS1 SALs in effect at the annual review.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP) #

Each customer's ETTVP will be reviewed annually. The customer will be notified in writing as to the status of the ETTVP. If the in-service DS1 SAL quantity falls below the commitment quantity penalties will be assessed as set forth under 5.6.14 (l). For purposes of determining whether the customer's in-service DS1 SAL quantity meets the ETTVP commitment quantity (but not for the purpose of subjecting FiberConnect OPP SALs to ETTVP rates or for any other purpose), all in-service FiberConnect OPP SALs, expressed on an equivalent DS1 basis, will be included in the in-service ETTVP quantity count. For example, four (4) DS1s provided over a FiberConnect OPP SAL will count as four (4) ETTVP DS1 SALs.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans (Cont'd)(M) Extension Options at ExpirationOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Extension is not an option with TVP.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP) #

At the expiration of an 8-year ETTVP period, extension is not an option.

At the expiration of a 10-year ETTVP period or extension period, as applicable, the customer has the option to extend the expiration date of the expiring 10-year ETTVP plan at the then-effective 10-year rates, as specified in section 5.7.18(A)(6) following, for an additional 2-year period. TISC is not applicable when extending the expiration date of the expiring 10-year ETTVP plan.

All terms and conditions of 10-year ETTVP, including termination liability as outlined in section 5.6.14(O) following, will apply during any extension period.

The customer is still subject to Annual Reviews as set forth in Section 5.6.14(G) preceding. If the customer chooses to extend the expiration date for a 10-year ETTVP period or extension period, as applicable, a new commitment level must be established.

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(D)

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan(A) Description

- (1) The DS3 Term Volume Plan (**DS3 TVP**) provides a customer with discounted monthly recurring rates for DS3 Special Access Line (**SAL**) rate elements based upon a term commitment and a committed number of DS3 SALs (**DS3 Commitment Quantity**). The DS3 Commitment Quantity represents the total number of DS3 SALs that the customer commits to the DS3 TVP, regardless of the total number of DS3 SALs that the customer currently has in-service in the operating territories of this tariff. Only one DS3 Commitment Quantity is allowed for the DS3 TVP. The DS3 Commitment Quantity (along with the Term Commitment as defined in (A)(2) following) determines the Commitment Level and corresponding rates applicable to the DS3 SALs included in the TVP. Commitment Levels are described in (C) following (**Commitment Level**).
- (2) The DS3 TVP is offered for a 3, 5, or 7 year term commitment period (**Term Commitment**). Upon subscription to the DS3 TVP, the customer must issue ASRs to add DS3 SALs to the TVP and/or convert existing SALs (billed Month to Month and/or under other term pricing plans) to the DS3 TVP such that the number of in-plan DS3 SALs is at least DS3 Commitment Quantity. All of the customer's in-plan DS3 SALs will be billed at the applicable DS3 TVP rate level. The applicable DS3 TVP rate level corresponds to the length of the Term Commitment selected by the customer and a Commitment Level as determined by the DS3 Commitment Quantity. For example, if a customer commits 51 DS3 circuits to a 3 year Term Commitment under this DS3 TVP, but has a total of 150 DS3 circuits in-plan, the customer will receive a rate corresponding to a Term Commitment of 3 years for a Commitment Level of 50-149 DS3 circuits for all 150 DS3 circuits. (C)
- (3) During the DS3 TVP term, the customer may elect to increase the DS3 Commitment Quantity in accordance with (G) following, the Term Commitment in accordance with (H) following, or both. (C)
- (4) The regulations and rates set forth in this Section 5.6.19 apply only to the DS3 SAL rate elements for Eligible DS3 Services, as defined in (D)(1) following, under a DS3 TVP. All other rate elements or additional features associated with the service are provided at the rates and regulations set forth elsewhere in this tariff as they may apply to those associated rate elements or additional features. (C)

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan (Cont'd)(D) Terms and Conditions

- (1) The DS3 TVP includes only SALs associated with Protected Individual DS3s without Company Electronics or Protected Individual DS3s with Company Electronics as set forth in Section 5.7.22 following (**Eligible DS3 Services**). No other DS3 offerings as set forth in this or other sections of this tariff will be included in the DS3 TVP.
- (2) Subsequent to initial enrollment to the DS3 TVP under (B) preceding, the customer may, at any time during the Term Commitment, purchase additional DS3 SALs and choose to include them in the DS3 TVP. The additional SALs will be billed at the same rate level as all of the other DS3 SALs in the DS3 TVP. The customer may also choose to submit ASRs converting existing Eligible DS3 Services not currently in the DS3 TVP to the DS3 TVP, or to submit ASRs converting existing DS3 services in the DS3 TVP to month to month or other discount plans. Rate levels for DS3 SALs in a DS3 TVP are set forth in Section 5.7.22 following and are determined by the Term Commitment and DS3 Commitment Quantity for the TVP. The addition of new DS3 SALs to the DS3 TVP or removal of DS3 SALs from the DS3 TVP does not change the DS3 Commitment Quantity.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan (Cont'd)(E) Annual Review

- (1) On the anniversary date of the customer's DS3 TVP, the Telephone Company will conduct an Annual Review to determine if the customer has met its DS3 Commitment Quantity of DS3 SALs for the prior twelve (12) months. For purposes of conducting the Annual Review, the Telephone Company will develop an average number of DS3 SALs that were in-plan over the prior 12 months by first summing the actual number of DS3 SALs that were in-plan for each of the prior 12 months and then dividing that total by twelve (12). The anniversary date shall be determined as set forth in (B) (1) (a) preceding. (C)
- (2) For purposes of the Annual Review, an allowance of up to three percent (3%) below the committed number of in-service DS3 SALs (rounded to the nearest DS3) will be considered as having met the DS3 Commitment Amount. The DS3 Commitment Quantity less the three percent (3%) allowance shall be defined as the **Minimum DS3 Commitment Quantity**. For example, the Minimum DS3 Commitment Quantity for 48 DS3 SALs is considered to be met if the average number of in-plan DS3 SALs determined at the Annual Review is no less than 47 (e.g., 48 DS3 SALs less 3% allowance = 46.56 and then rounded up to 47 SALs). The average number of in-plan DS3 SALs determined at the Annual Review may exceed the DS3 Commitment Quantity, subject to (E) (4) and (E) (5) following. (C)
- (3) Where the average number of in-plan DS3 SALs at the time of the Annual Review is less than the Minimum DS3 Commitment Quantity determined in (E) (2) preceding (i.e., customer has not met its DS3 Commitment Quantity, less the 3% allowance), a penalty as set forth under (F) following will be assessed. (C)
- (4) Where the average quantity of in-plan DS3 SALs at the time of the Annual Review is equal to the customer's Minimum DS3 Commitment Quantity (i.e., customer has met its DS3 Commitment Quantity, less the 3% allowance), or exceeds the DS3 Commitment Quantity by no more than thirty percent (30%), no penalty applies. The current DS3 Commitment Quantity will continue for the remainder of the TVP Term Commitment unless otherwise adjusted under this Section (E) and (G) following. (C)

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan (Cont'd)(E) Annual Review (Cont'd)

(5) Where the average quantity of in-plan DS3 SALs at the time of the Annual Review exceeds the DS3 Commitment Quantity by more than thirty percent (30%), the DS3 Commitment Quantity will be automatically reset by the Telephone Company to a level that is equal to the existing DS3 Commitment Quantity of DS3 SALs plus 50% of the number of DS3 SALs that are in excess of the current DS3 Commitment Quantity rounded to the next DS3 SAL. For example, if the existing DS3 Commitment Quantity at the time of Annual Review is 100 DS3 SALs, and the average in-plan quantity at the time of Annual Review is 137 DS3 SALs, the new DS3 Commitment Quantity will be set at 119 SALs ($100 + (37 \times .5) = 118.5$ DS3 SALs rounded to the nearest whole number) and will apply for the remainder of the Term Commitment unless otherwise adjusted under this Section (E). (C)

(6) Within thirty (30) days after completion of an Annual Review, the customer has the option to reduce its DS3 Commitment Quantity under the Buy Down option described in (G) (4) following. Should the Annual Review result in the automatic increase of the DS3 Minimum Commitment Quantity as described in (E)(5) above, such increase will be applied before the customer may exercise the Buy Down option. The reduced Commitment Level will be utilized for administering the terms and conditions in this Section 5.6.19 for the remainder of the Term Commitment. Buy Down provisions will be applied after application of any Shortfall Penalties due as a result of that Annual Review. The customer's exercise of the Buy Down provisions shall not relieve the customer of any Shortfall Penalties that are assessed by Telephone Company prior to the exercise of the Buy-Down. No adjustment to prior billing will occur, and no credits will be given for reduction to the DS3 Commitment Quantity under the Buy Down option.

(F) Shortfall Penalties for Failing To Meet the Commitment Level

When the average number of in-plan DS3 SALs at the Annual Review is less than the Minimum DS3 Commitment Quantity, as determined in (E)(2) preceding, a shortfall penalty applies. The shortfall penalty is calculated by multiplying the following: (C)

- (i) TVP rate for the predominant service type purchased by the customer (for example, if sixty percent (60%) of the customer's DS3 SALs included in the DS3 TVP are End User DS3 SALs with Company Electronics, then the rate for End User DS3 SALs with Company Electronics shall apply) by
- (ii) The Minimum DS3 Commitment Quantity minus the average in-service quantity of DS3 SALs by
- (iii) twelve (12) months

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan (Cont'd)(J) Upgrade to Equal or Higher Speed Service (Cont'd)

(3) In addition to (2) (a) through (e) preceding, the customer must provide written notice of the upgrade to the Telephone Company for its use during the Annual Review. Written notification must be made at the time the customer orders the upgrade and/or thirty (30) calendar days following the Annual Review as described in (E) preceding. The notification must be received by the Telephone Company within the allotted time, or the customer may be subject to a shortfall penalty if it fails to meet the Minimum DS3 Commitment Quantity for the Annual Review period. Such notice must include order number information, including the purchase order number (**PON**), of each disconnected service that was upgraded during the Annual Review period. Failure to provide written notification to the Telephone Company within the allotted time will result in the customer forfeiting any credit for the upgrade that would otherwise apply.

(4) DS3 SALs that qualify as upgrades under (1) through (3) preceding will be added to the customer's actual in-plan DS3 SAL counts for the purpose of determining whether the customer met the Minimum DS3 Commitment Quantity for the remainder of the TVP term. For example, if the customer has a DS3 Commitment Quantity of 155 DS3 SALs and is eligible for 20 DS3 SAL upgrades to a high speed service, the customer will have met the Minimum DS3 Commitment Quantity if their average in-service quantity of DS3 SALs is equal to or greater than 130 DS3 SALs (e.g., 155 less 3% (5 DS3 SALs) less 20 DS3 SALs equals 130 DS3 SALs). (C)

(K) Termination Liability

(1) When the entire DS3 TVP is discontinued prior to the end of the Term Commitment, termination liability applies to each DS3 SAL that is in-plan on the date of discontinuance. Termination liability charges apply from the date of discontinuance to the end of the Term Commitment of the DS3 TVP. When applicable, termination liability is equal to one hundred percent (100%) of the total monthly recurring charges for the remaining portion of the first year and fifteen percent (15%) of the total monthly recurring charges for the remainder of the Term Commitment. The monthly rates used to calculate termination liability are the monthly rates that would otherwise apply had the DS3 TVP not been discontinued (i. e., charges based on current Commitment Level and Term Commitment at the time of discontinuance). (C)