

ACCESS SERVICE

22. Advanced Communications Networks

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22.1 TCP/IP Data Aggregation Service(A) Service Description (USOC - XMO++)

TCP/IP Data Aggregation Service is available in two CyberPopsm service options. The basic offering is identified as Option 1 following. The high density offering is identified as Option 2 following.

(1) CyberPopsm Service Option 1

CyberPopsm Service Option 1 is only available under the Verizon Telephone Companies' tariffs FCC Nos. 14 and 16.

CyberPopsm modem based data aggregation provides analog and ISDN dial-up channels which enable the customer to collect, concentrate, and transport traffic from end users to customer designated locations.

All IP (Internet Protocol) addressing and authentication are the responsibility of the customer. CyberPopsm does not include the end user access service.

CyberPopsm does utilize TCP/IP protocols based on IETF (Internet Engineering Task Force) standards. IETF is the engineering arm of the IAB (Internet Architecture Board). IETF defines protocol standards for Internet services. This tariff supports the following standards:

IP	Internet Protocol
TCP	Transmission Control Protocol
SLIP	Serial Line IP
CSLIP	Compressed Serial Line IP
PPP	Point to Point Protocol
HSSI	High Speed Serial Interface

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ACCESS SERVICE

22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(A) Service Description (USOC - XMO++) (Cont'd)(2) CyberPop Service Option 2

In addition to the description of service under CyberPop Service Option 1, CyberPop Service Option 2 utilizes high density modem aggregation equipment that accepts a higher data rate of incoming traffic and delivers a higher data rate output than is available under Option 1. The equipment has the capacity for 2,688 modems per chassis, as compared with the equipment used for Option 1, which can accommodate up to 480 modems per chassis. The greater number of modems results in the capability to accept a larger number of incoming calls than is offered under Option 1. The equipment used in this option is designed for this higher traffic volume and requires a minimum input data rate from the central office switch of 45 Mbps, as contrasted with Option 1, where the equipment can accept incoming data up to a maximum rate of 1.544 Mbps. In order to accommodate the greater number of incoming calls and provide the 45 Mbps input, the equipment may use multiplexing functionality to aggregate the traffic from the switch to the modem aggregation equipment.

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CyberPop Service Option 2 is available only under a three-year minimum subscription period, and only with a minimum of 151,001 channels from the combined Verizon Telephone Companies under tariffs FCC Number 1, 11, 14 and 16.

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The modem aggregation equipment is for the exclusive use of the customer, and will be provisioned in accordance with a mutually agreed implementation plan. This option is provisioned with a minimum requirement for 144 channels at each Telephone Company central office.

The service will be delivered to the customer at data rates of 45 Mbps.

The service provides the customer with monitoring and management capabilities, and gives the customer exclusive operational control over the functionality of the equipment. The customer's operation software and system must be capable of handling the higher data rates available under this option. Specifications for the current system requirements are available from the Telephone Company.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(A) Service Description (USOC - XMO++) (Cont'd)(2) CyberPop Service Option 2 (Cont'd)

CyberPop service provided under Option 1 is available where facilities and conditions permit. CyberPop service provided under Option 2 is available from selected wire centers as identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Some of these wire centers are suitably equipped to provide the service while others subtend a suitably equipped wire center. Included in the CyberPop Service Option 2 rates set forth in (E) following is the necessary transport from a subtending wire center to a suitably equipped wire center for this Option 2.

(B) Obligations of the Telephone Company

The Telephone Company has the service responsibility up to and including the network interface. Special Access Lines and Special Transport beyond the CyberPopsm service are available from Section 7 preceding, and SONET from Sections 7 and 8 preceding.

The Telephone Company will notify the customer of the completion and readiness of the requested CyberPopsm site.

Equipment to provide CyberPopsm will be selected at the discretion of the Telephone Company. Customer requests regarding the configuration and design of the equipment will be considered by the Telephone Company and employed in equipment selection when possible.

For CyberPop Service Option 2, the Telephone Company will provide the customer with 120 hours notice in advance of scheduled maintenance at the Telephone Company's central office that could adversely impact the service.

For CyberPop Service Option 2, the service includes upgrades to hardware and software at no charge to the customer when the Telephone Company's suppliers make such upgrades available to the Telephone Company without charge, and the Telephone Company reasonably determines it can implement the upgrades at nominal cost.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(C) Obligations of the Customer

The customer is responsible for obtaining an appropriate IP address.

- The customer's equipment must be compatible with the Telephone Company's equipment.
- The customer shall furnish information as may be required by the Telephone Company to design and maintain the service and to assure that the service arrangement is in compliance with the regulations contained herein.
- The customer's equipment must be in compliance with FCC rules and regulations.
- The customer must maintain software configuration, software management, and authentication control.
- The customer must notify the Telephone Company when customer acceptance testing has been completed.
- For CyberPop Service Option 2, the customer will provide the Telephone Company with at least 10 business days prior written notice before deploying any new planned software upgrades on the CyberPop equipment that would implement any new major features or functionalities. Notwithstanding the foregoing, the customer shall be entitled to make emergency software upgrades and code revisions, without prior notice to the Telephone Company, in the event the customer or its end users experience problems in the network that materially and adversely affect the ability of the CyberPop channels to meet performance requirements.
- For CyberPop Service Option 2, the customer must notify the Telephone Company of any firm order cancellations to ordered channels before the Telephone Company begins service installation activities. Firm order cancellations received after installation work has started will incur charges for time and materials. Such cancelled channels shall not be subject to the 36 month commitment period for the channel.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations

CyberPop Service Option 1

(1) Minimum Period

- (a) The minimum service period for CyberPopsm Service Option 1 is four years for initial enrollment with two options for extension during the total time of subscription. A five year rate plan is also available.
- (b) For all TCP/IP data aggregation services, the billing will commence on the date customer acceptance has been completed or the 60th calendar day following the date of the Telephone Company's notification to the customer of site completion, whichever is sooner.

(2) Rate Application

- (a) CyberPopsm Service Option 1 rates will be applied on a monthly basis per combined analog or ISDN dial-up channels based upon the total number of billed channels nationwide. The term Nationwide is defined as the aggregate of billed channels for GTE Telephone Operating Companies (GTOCs) and GTE System Telephone Companies (GSTCs). Rates are based on a tiered structure. A dial up channel is defined as an individual circuit from the central office circuit switch to the modem pool.

In the 4 year rate plan for modem based dial up TCP/IP, the tiers will be: 4,000-7,999, 8,000-11,999, 12,000-15,999, 16,000-23,999; 24,000-31,999; 32,000-39,999; and, 40,000 channels or more on a nationwide basis.

In the 5 year rate plan for modem based TCP/IP dial-up channels, the tiers will be: 8,000-11,999, 12,000-23,999, 24,000-39,999, and 40,000 or more on a nationwide basis.

In the 6 year rate plan for modem based TCP/IP dial-up channels, the tiers will be: 40,000-59,999, 60,000-79,999, 80,000-99,999, 100,000-119,999, 120,000-139,999, 140,000-159,999, 160,000-179,999, 180,000-199,999, and 200,000 or more channels on a nationwide basis.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(2) Rate Application (Cont'd)

(a) (Cont'd)

In the 7 year rate plan for modem based TCP/IP dial-up channels, the tiers will be: 200,000-99,999 and 300,000 or more channels on a nationwide basis. When the aggregated number of billed channels reaches 300,000 or more, there are three tiers for billing each of the first 300,000 channels and a separate rate for each additional channel exceeding 300,000. The tiers are 300,000-349,999, 350,000-399,999 and 400,000 or more total aggregated billed channels.

- (b) The total number of analog and ISDN CyberPopsm Service Option 1 channels will determine the rate to be applied to all dial-up channels at each central office. For example, if the total number of dial-up channels is 9,250, all dial-up channels will be rated at the rate for the 8,000-11,999 tier. In those cases where customer orders are awaiting site completion beyond 30 days after ASRs have been verified by the Telephone Company to be provisionable, the rate tier will be determined based upon the total channels billed. Once site completion occurs, 22.1(D) (1) (c) is applicable.

(3) Term of Commitment

The modem based data aggregation service is initially offered as a four year or five year commitment period.

(4) Commitment Levels

An implementation period not to exceed six months for the 4 year rate plan and twelve months for the 5 year rate plan will be negotiated between the Telephone Company and the customer. During implementation, the applicable rate will be determined by the total number of modem channels or dedicated ports in service. However,

- (a) Under the 4 year rate plan for modem based data aggregation (CyberPopsm), if the total number of dial-up channels during implementation is less than 4,000, the rate for 4,000-7,999 will apply. Following the six months implementation period the minimum monthly nationwide commitment is 4,000 combined analog and ISDN dial-up channels. The commitment level will apply to TCP/IP total dial-up channels.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(4) Commitment Levels (Cont'd)

- (b) Under the 5 year rate plan for modem based data aggregation (CyberPopsm), if the total number of dial-up channels during implementation is less than 8,000, the 8,000-11,999 rate will apply. Following the twelve month implementation period, the minimum monthly nationwide commitment is 8,000 combined analog and ISDN dial-up channels. The commitment level will apply to TCP/IP total dial-up channels.

(5) Changes to Commitment Level

Once activated, the total nationwide quantity of analog and ISDN channels must remain in service for the remainder of the commitment period. An allowance of a 2% decrease to the combined in service quantities of analog and ISDN channels (quantified at each quarterly review) will be permitted. Penalties for not meeting the commitment level are set forth under 22.1(D)(8).

(6) Service Enrollment

- (a) When the customer elects to enroll in CyberPopsm Service Option 1, the customer must specify in writing a 4 year or 5 year rate plan selection and the enrollment date (which will be the anniversary date). The specified enrollment date must be within 90 days from receipt of the written enrollment request. The customer must also specify the central offices to be included. By the enrollment date, ASRs must be issued to provide the appropriate amount of TCP/IP Channels to fall within the commitment range specified in 22.1(D)(4)(a) or 22.1(D)(4)(b) as appropriate.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(6) Service Enrollment (Cont'd)

(a) (Cont'd)

At enrollment, the minimum modem based services per central office is 24 analog channels or 23 ISDN channels. The maximum number of central offices deployed to meet the 4,000 minimum analog and/or ISDN channel commitment is 60 separate central offices. 8,000 analog and/or ISDN channels will have a maximum of 120 central offices, 16,000 analog and/or ISDN channels will have a maximum of 240 central offices and 24,000 or more analog and/or ISDN channels will have a maximum of 320 central offices. The 320 central office maximum is maintained for all channel quantities above 24,000.

Subsequent to enrollment, growth ASR orders require a 24 channel analog or 23 ISDN minimum.

(7) Quarterly Review

Each customer's service commitment will be reviewed quarterly beginning with the first six months following enrollment. The customer will be notified in writing as to the status of the commitment requirements. This notification will inform the customer of any shortfall in the channel quantity level. Penalties for a missed commitment level are set forth under 22.1(D) (8) and 22.1(D) (11).

(8) Penalties for Failing to Obtain the First Six Month/4 Year or First Twelve Month/5 Year Commitment Level

- (a) At the first quarterly review, when the number of CyberPopsm channels is less than the acceptable commitment range, the following penalty charges will apply, based on the difference between the commitment level less 2% for analog and ISDN dial up channels. Dial-up channel quantity shortfalls of in service units below the minimum commitment level will incur a liability charge of 50% of the 4,000-7,999 channel rate per month, per unit below the commitment level until the enrollment commitment is obtained.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(9) Service Availability

During the subscription period commencing at the enrollment date, the Telephone Company objective level of service availability will be 95% of the monthly hours of operation for each central office. Should the service availability actually be less than 95% of monthly hours for the average channel of a central office (e.g., 30 days x 24 hrs. x .95 = 684 hrs.), the customer may terminate subscription for that central office without any termination liability or receive a credit of 40% of the monthly bill for that central office.

(10) Renewal Options

- (a) CyberPopsm Renewal Option 1 - No Growth in Months 37 to 48 of 4 Year Plan or 49 to 60 of 5 Year Plan

At the expiration of the term, the customer may select an additional four year or five year commitment, or convert to a month to month basis. If the customer fails to make a selection, the Telephone Company will notify the customer and continue with an additional month of billing. If the customer does not select a new term agreement within 30 days from the expiration date, billing will automatically continue on a month to month basis. To cancel the agreement after the initial four year term or five year term, the customer must provide written notification to the Telephone Company that the service will be terminated.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(10) Renewal Options (Cont'd)

- (b) CyberPopsm Renewal Option 2 - Convert to 5 Year Rate Plan/Growth in Months 37 to 48

During the first 36 months of the 4 year rate plan, the customer may enroll in the 5 year rate plan if the customer has reached the 4,000 port tier. Months already completed will be credited toward meeting the 5 year enrollment term commitment. The 5 year renewal option has a requirement of reaching the 12,000 port tier within three months following the renewal letter date. Growth is restricted to the first 48 months of the 5 year rate plan. No growth is permitted in months 49-60. An allowance of a 2% decrease in units (quantified at each quarterly review) will be permitted. If the decline in units exceeds 2%, 50% of the monthly rate will be assessed through month 60 for the number of deficient units (exceeding the 2% decline threshold).

- (c) CyberPopsm Renewal Option 3 - Convert to 6 Year Rate Plan

During the first 36 months of the 48 month or 48 months of the 60 month commitment, the customer may enroll in the 6 year commitment period rate plan, if the customer has reached the 40,000 port tier. Months already completed from the original enrollment will be credited to meeting the 6 year enrollment commitment. The customer must request this option in writing and provide a copy of the initial enrollment letter or designate the months accumulated under the initial enrollment. The 6 year plan has no growth restrictions in any of the 72 months of the plan.

- (d) CyberPopsm Renewal Option 4 - Convert to 7 Year Rate Plan

During the first 72 months of the 6 year plan, the customer may enroll in the 7 year plan if the customer has reached the 200,000 port tier. Months already completed from prior plan enrollments will be credited to meeting the 7 year enrollment commitment. The customer must request this option in writing and provide a copy of the initial enrollment letter or designate the months accumulated under the initial enrollment. The 7 year plan has no growth restrictions in any of the 84 months of the plan.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 1 (Cont'd)

(11) Termination With Liability

Once the initial TCP/IP channel level or dedicated unit commitment is met, a reduction of nationwide quantities from the installed base (determined at each quarterly review) will incur a termination liability of 50% of the remaining monthly payments to the end of the subscribed period.

TCP/IP dial-up, and dedicated access services which are discontinued are not held in reserve for customer use at the time of disconnection.

(12) Termination Without Liability

During the customer's subscription period, should the monthly rate for a customer's TCP/IP data aggregation service increase due to Telephone Company action, the customer may at his/her option, terminate the subscription without penalty or liability.

CyberPop Service Option 2

(1) Enrollment Period and Termination of Service

- (a) CyberPop Service Option 2 requires a 36 month commitment period for each channel, commencing on the activation of the channel. The customer must provide the Telephone Company with written notification of subscription to CyberPop Service Option 2.
- (b) After completion of the initial 36 month commitment period, channels will remain in service on a month-to-month basis, subject to termination by customer on 60 day written notice and termination by the Telephone Company on 180 day written notice.

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22. Advanced Communications Networks (Cont'd)

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22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 2 (Cont'd)

(2) Rate Application

- (a) CyberPop Service Option 2 is provided at the annual rates per channel shown in (E) following for the minimum 36 month enrollment period, and thereafter on a month-to-month basis at 1/12 of the annual rate.
- (b) The customer can request the Telephone Company move (disconnect and reconnect) channels from one Telephone Company CyberPop location to another, up to a maximum of 5% per calendar year quarter of the total channels in service within each calendar quarter, at the per-channel non-recurring charges set out below. Moved channels will be placed back in service within ninety (90) calendar days, or such other reactivation time period as may be mutually agreed-upon at the time of disconnect. Disconnect and reconnect move orders will be processed concurrently. Billing for the channels will continue during the move process. The service interval for moving channels is provided on a negotiated basis. Move charges are shown in (E) following.

(3) Commitment Levels and Shortfall Charge

- (a) The customer's minimum commitment under this option is to place in service 151,001 channels (in the aggregate across all Telephone Company operating territories) by the end of a ramp-up period of 270 days after the customer's first order for channels, and to maintain that minimum number of channels in-service through the third anniversary of the acceptance date of the customer's initial channel.
- (b) If the Telephone Company ceases to offer high density CyberPop service in a location through transfer of ownership of a Telephone Company central office to a non-Telephone Company entity, the minimum commitment shall be reduced by the number of the channels that had been provided at that central office.
- (c) The minimum commitment shall also be reduced by the number of channels terminated by the customer due to missed FOC/CFA dates as described in (4) following.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 2 (Cont'd)

(3) Commitment Levels and Shortfall Charge (Cont'd)

- (d) Channels that are in the process of being moved shall continue to be counted toward the minimum commitment.
- (e) The minimum commitment ends after the third anniversary referenced in (a) preceding.
- (f) At the end of the 270-day ramp-up period specified in (a) preceding and on the first and second anniversary of this date, the Telephone Company will notify customer of the current channel inventory and any shortfall below the minimum commitment specified in (a) preceding. The Telephone Company will then charge the customer for any shortfall in subscribed CyberPop channels for the applicable period. The shortfall charge is the annual rate multiplied by the number of channels below the minimum commitment.

(4) Delivery Commitment by the Telephone Company

If the Telephone Company cannot complete an installation within 15 calendar days after the applicable FOC/CFA date specified in the firm order, then at any time prior to the availability of the channel, the customer may terminate the applicable order, upon written notice to the Telephone Company, without any associated cancellation charge or other liability. In such case, the minimum commitment will be reduced by the quantity of channels in the missed order, without any associated increase in the per channel price. The reduction will not apply in the event the Telephone Company and the customer mutually agree to adjust the FOC/CFA dates or to shift the scheduled installation of channels from one location to another.

(5) Service Availability

The Telephone Company's objective for service availability for this high density service option is 99.9% of the monthly hours of operation for each Telephone Company central office that provides the service. Should service availability actually be less than 99.9% of the total monthly hours for the average channels at a central office (e.g., 30 days multiplied by 24 hours multiplied by .999 = 719 hours per average channel), the customer will receive a credit of 40% of the monthly charge (1/12 of the annual rate) for the affected average channels in the central office.

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22. Advanced Communications Networks (Cont'd)

(T) (y)

22.1 TCP/IP Data Aggregation Service (Cont'd)(D) Rate Regulations (Cont'd)

CyberPop Service Option 2 (Cont'd)

(6) Force Majeure

The Telephone Company and the customer shall be excused from performance under this high density service option to the extent that performance is delayed or prevented by any event, condition or circumstance that is beyond the control of the party affected and that, despite all efforts of the such party to prevent it or mitigate its effects, such event, condition or circumstance prevents the performance by such party of its obligations. Force Majeure Events include, but are not limited to: (i) explosion and fire; (ii) flood, earthquake, unusually severe storm, or other natural calamity or act of God; (iii) strike or other labor dispute; (iv) war, insurrection or riot and (v) acts of or failure to act by any governmental authority. Force Majeure Events do not include acts of customer's customers or end users, including actions that reduce the quantity of CyberPop channels purchased by those customers or end users, or the length of the term of subscription to such channels.

(7) Early Termination of Service

In the event that CyberPop service under Option 2 is terminated in its entirety prior to satisfying the 36 month enrollment period as described in (1) preceding, the customer is responsible for satisfying the outstanding charges for the minimum commitment through the balance of the enrollment period.

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22. Advanced Communications Networks (Cont'd)22.1 TCP/IP Data Aggregation Service (Cont'd)

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(E) Rates and Charges

CyberPop Service Option 1

CyberPop Service Option 1 is only available in select Verizon Telephone Company tariffs as set forth in (A) (1) preceding.

CyberPop Service Option 2

(1) CyberPop Channels, annually per channel

All StatesAnnual Rate

All billed channels, each

\$280.00

(2) Moves, per channel moved

Nonrecurring
ChargeAll States

(T) (y)

First 60% of quarterly move allowance

\$25.00

Remaining 40% of quarterly move allowance

45.00

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22. Advanced Communications Networks (Cont'd)

22.2 Reserved

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22. Advanced Communications Networks (Cont'd)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services23.1 Verizon Dedicated SONET Ring#

(T)

(A) General

- (1) Verizon Dedicated SONET Ring (DSR) provides a customer a dedicated high capacity customized network. The network is in a ring architecture or topology that assures survivability and can be arranged as a full (closed) ring or as a partial ring. Partial rings are offered on Special Access DSR only. Full rings may subtend (interconnect with) each other as described in (B) (4) following.
- (2) DSR is an alternative to basic High Capacity Special Access point-to-point service between multiple customer locations. DSR is an alternative to basic High Capacity Switched Access premises to hub service between a customer's location and an end office or tandem office. DSR is, therefore, rated discretely. Rate elements include nodes, port nodes, ports, high speed interfaces (certain partial ring configurations only) and mileage between nodes. Rates are specified in (L) following.
- (3) Minimum period obligations can be found in Section 6.8.2(A) preceding for Switched Access DSR and in Section 7.4.4(B) preceding for Special Access DSR.
- (4) Certain terms used in this Section 23.1 are defined in Section 6.8.25(B) preceding for Switched Access DSR and in Section 7.2.14(B) preceding for Special Access DSR.

- # The following footnote is not applicable to the DS1, DS3, DS3 Transmux or STS1 Port, DS1, DS3 or STS1 Partial Ring Channel Mapping rate elements of DSR. Effective May 31, 2007, orders for new DSR are no longer permitted. The Telephone Company will continue to provide DSR pursuant to this Section 23.1 on any existing DSR that is in-service as of May 31, 2007, or any order for DSR that is placed with the Telephone Company prior to May 31, 2007 (collectively, Existing DSR), subject to the following conditions:
- a. For any Existing DSR that is currently subscribed to a term plan (i.e., commitment periods of 3-, 5-, and 7-years), the Telephone Company will continue to provide the Existing DSR for an additional six (6) months beyond the expiration date of the customer's current commitment period, or until the customer replaces the Existing DSR with a comparable Telephone Company provided service, or discontinues service, whichever comes first. Subject to the availability of facilities and equipment, additions and/or changes to the Existing DSR are permitted during the current commitment period provided that such additions and/or changes do not require a new commitment period or an extension to an existing commitment period.
 - b. For any Existing DSR whose term plan expired prior to May 31, 2007, but the Existing DSR continued on a month-to-month basis at prevailing rates, the Telephone Company will continue to provide the Existing DSR until November 30, 2007, or until the customer replaces the Existing DSR with a comparable Telephone Company provided service, or discontinues service, whichever comes first. Additions and/or changes are not permitted.

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23. Dedicated Ring and Optical Services23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(A) General (Cont'd)

- (5) Technical specifications are set forth in Section 6.8.25(A) preceding for Switched Access DSR and in Section 7.2.14(A) preceding for Special Access DSR.

(M)

(B) Service Description

(1) Full Ring

- (a) A full DSR ring provides connectivity to multiple customer designated locations (nodes). A full ring must have a minimum of three nodes with at least one of the nodes being located in a Company Central Office (CO) and one being located at a customer premises. One or more full rings may interconnect with each other in a subterminating ring configuration as described in (B) (4) following.

(M)

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

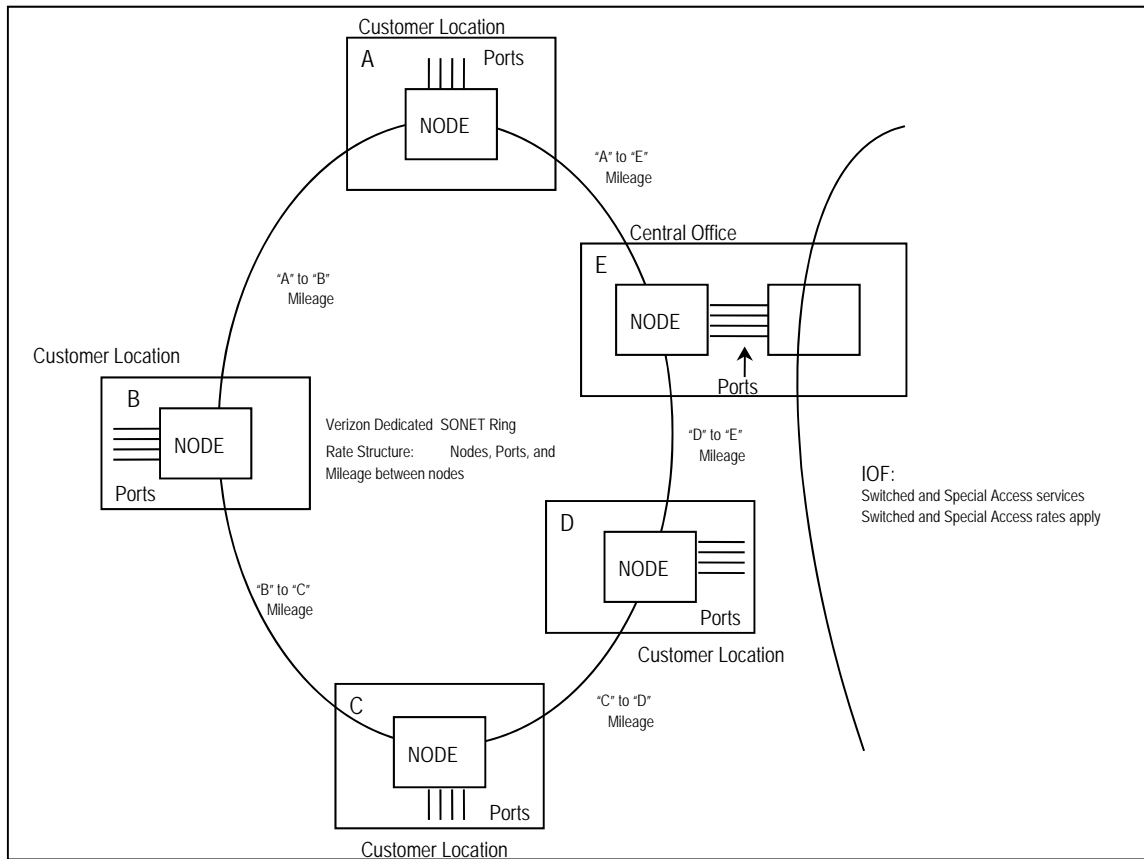
23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(1) Full Ring (Cont'd)

(b) An example of a full Verizon Dedicated SONET Ring is diagrammed below:



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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(2) Partial Ring*

(a) A partial DSR ring provides connectivity to multiple customer designated locations (nodes) between fiber meet locations at which high speed interconnection of the Telephone Company's backbone network facilities to the customer's facilities or the facilities of a third party occurs. Partial ring service may only be interconnected to (1) another partial ring provided by the Telephone Company or (2) ring facilities provided by the customer or third party. Subtending rings may not interconnect with, or be associated with, a partial ring. The portion of the ring provided by the customer or third party must use vendor equipment that matches the equipment used by the Telephone Company and must maintain the same vintage in software release as the Telephone Company. Upon written notice by the Telephone Company, the customer or third party will have sixty (60) days in which to complete the change out of any software release deployed by the Telephone Company.

(b) The partial ring must have a minimum of two devices (enhanced nodes or high speed interfaces) with a device at each fiber meet location and at least one node on the partial ring must be in a CO. When the partial ring is provided over an IntelliLight Optical Transport Service (IOTS) or a Telephone Company provided DWDM ring service, the IOTS/DWDM ring service device(s) are counted towards satisfying the minimum device requirement at each fiber meet location on the DSR partial ring. High speed interconnection may occur at a customer's designated premises, a Telephone Company central office or a location that is mutually agreeable to both the customer and the Telephone Company (such location will be designated as a premises for the purpose of administering the general regulations set forth in this tariff).

(C)
(C)

(c) Fiber Meet

(1) When the fiber meet occurs at a customer's designated premises, the point of interconnection between the Telephone Company's facilities and the facilities of the customer or of a third party shall be a node.

(2) When the fiber meet occurs in a Telephone Company wire center, high speed interconnection from the device (DSR node, IOTS/DWDM ring service node or IOTS/DWDM ring service amplifier, as applicable) occurs at a collocation arrangement via fiber cross-connects between the Telephone Company's fiber optic facilities and the customer's or third party's facilities.

(C)
(C)

* Special Access configurations only.

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(2) Partial Ring* (Cont'd)

(c) Fiber Meet (Cont'd)

- (3) When the fiber meet occurs at a mutually agreed upon location, the point of interconnection shall be a high speed (pass-through) interface.
- (4) The Telephone Company's network design will define the optical parameters at the fiber meet locations. The Telephone Company is responsible for the quality and integrity of the high speed optical signal at the fiber meet where its facilities are interconnected to the facilities of the customer or of the third party. The Telephone Company bears no responsibility for the optical parameters beyond the fiber meet (i.e., in the facilities of the customer or of the third party). The customer or third party is responsible for engineering its portion of the jointly provided ring. At their option, the Telephone Company will engineer the customer or third party's portion of the ring within the LATA subject to Additional Engineering as set forth in Section 13.1 preceding.

* Special Access configurations only.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(2) Partial Ring* (Cont'd)

(c) Fiber Meet (Cont'd)

- (5) The customer must provide the Telephone Company with its fiber optic facility requirements (i.e., whether it will use single mode fiber or multi-mode fiber) prior to the Telephone Company ordering the necessary SONET network equipment to provide the requested service. The customer may utilize its own fiber optic facilities or the facilities of a third party.
- (6) Interconnection to DSR partial ring services may occur (i) at the customer's designated premises for which interconnection will occur via a node; (ii) in a Telephone Company wire center for which interconnection from a device will occur at a collocation arrangement via fiber cross-connects as described in Section 19 preceding; or (iii) at a mutually agreed upon location where interconnection occurs via a high speed (pass-through) interface. Interconnection to other Telephone Company services may not occur at the mutually agreed upon fiber meet location utilizing a high speed interface.
- (7) Interconnection to DSR partial ring service is limited to high speed fiber interconnection of the Telephone Company's backbone network fiber optic facilities and the fiber optic facilities of the customer or of a third party.
- (d) When ordering lower speed channels that originate at and terminate to nodes which are not within the partial ring provided by the Telephone Company, the customer must provide the Telephone Company with a copy of the order. This order provides the Telephone Company with authority to perform the necessary mapping of the channel through the partial ring to ensure continuity of the signal over the jointly provided ring. A Channel Mapping nonrecurring charge will apply for each channel mapped through the Telephone Company provided partial ring. Channel mapping charges do not apply when ordering channels that originate at and/or terminate to nodes on the Telephone Company's portion of the partial ring.

* Special Access configurations only.

Service availability limited. Refer to # footnote on Page 23-1.

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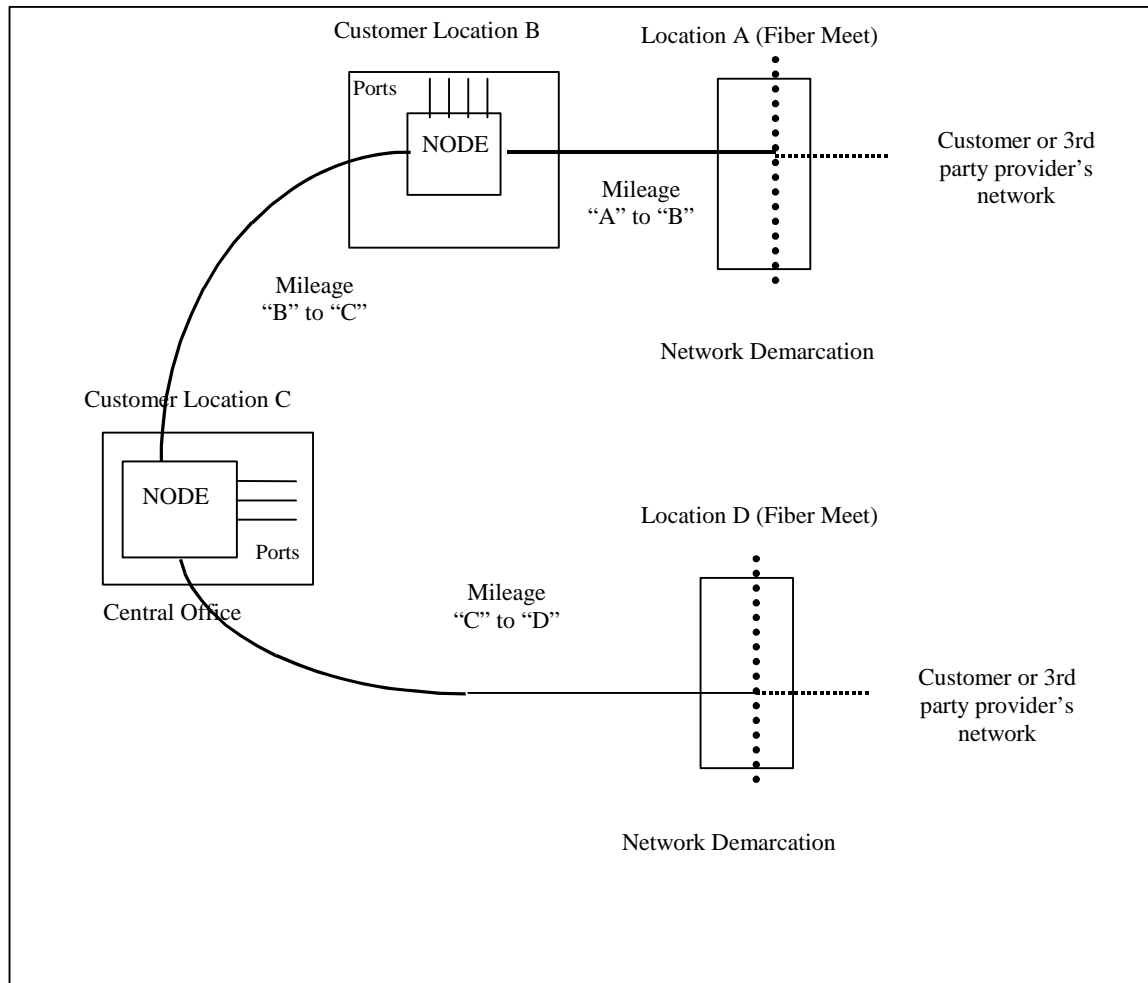
23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(2) Partial Ring* (Cont'd)

(e) An example of a partial Verizon Dedicated SONET Ring is diagrammed below:



* Special Access configurations only.

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(3) Ring-On-Ring

When DSR is provided in a ring on ring design, the following requirements apply:

- The lower speed ring must have a minimum of two nodes located at the customer premises or Company wire center.
- The Company must provide the lower speed nodes.
- Each lower speed node must be located at the same customer premises or Company wire center as its corresponding higher speed node.
- Ring-on-Ring designs may not include a mix of enhanced nodes and those nodes that are not enhanced.

(4) Subtending Rings

The customer may interconnect two (2) or more full rings in a subtending ring configuration subject to the following:

- (a) One (1) of the DSR full rings must be designated by the customer as the main ring from which the other DSR full ring(s) will subtend. The main ring must be of equal or greater capacity than each DSR full ring that subtends the main ring. For example, a main ring that is an OC12 DSR can have an OC3 and/or OC12 subtending ring but can not have an OC48 subtending ring. The number of rings that can subtend a main ring may be limited by the type and capacity of the nodes and port configuration specific to the customer's overall DSR service configuration.
- (b) Interconnection between the main ring and the subtending ring occurs via a port node. A port node provides high speed interconnection between an enhanced node on the main ring and the high speed facilities of the port node on the subtending ring, and applies in lieu of the enhanced node on the subtending ring at that location. Each subtending ring requires one port node at the point of interconnection to the enhanced node on the main ring. Interconnection between the main ring and a subtending ring may occur at a customer designated premises or within a Telephone Company wire center where such nodes are located. Up to two (2) points of interconnection are allowed per subtending ring. A port node is required per point of interconnection.
- (c) Only DSR full rings that utilize suitably equipped enhanced nodes can be arranged in subtending ring configurations. Subtending ring configurations are not available on DSR full rings utilizing nodes that are not enhanced.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(4) Subtending Rings (Cont'd)

- (d) Each ring in a subtending ring configuration must be arranged as a unidirectional path switched ring (UPSR) and must use enhanced nodes. Bidirectional line switched rings (BLSR) may not be arranged in subtending ring configurations.
- (e) DSR partial rings may not be arranged in subtending ring configurations.
- (f) Where two (2) points of interconnection between the subtending ring and the main ring are provided, circuits originating on the main ring may be mapped to the subtending ring and circuits originating on the subtending ring may be mapped to the main ring. Channels mapped across the two (2) interconnecting nodes are subject to Dual Node Cross-connect Channel Mapping charges as described in (B) (4) (m) following.
- (g) The main ring and any subtending rings associated with the main ring must individually meet the minimum requirement of three (3) nodes, except that only one (1) node for the entire service configuration must be located in a Telephone Company wire center. For example, if the main ring has one (1) node located in a Telephone Company wire center and two (2) nodes located at customer designated premises, the subtending ring(s) need not have a node that is located in a Telephone Company wire center.
- (1) When determining if the minimum number of nodes on a subtending ring has been met, the port node providing interconnection to the main ring is included in the count.
- (2) When determining if the minimum number of nodes on a subtending ring has been met, the enhanced node on the main ring that interconnects with the subtending ring is not included in the count.

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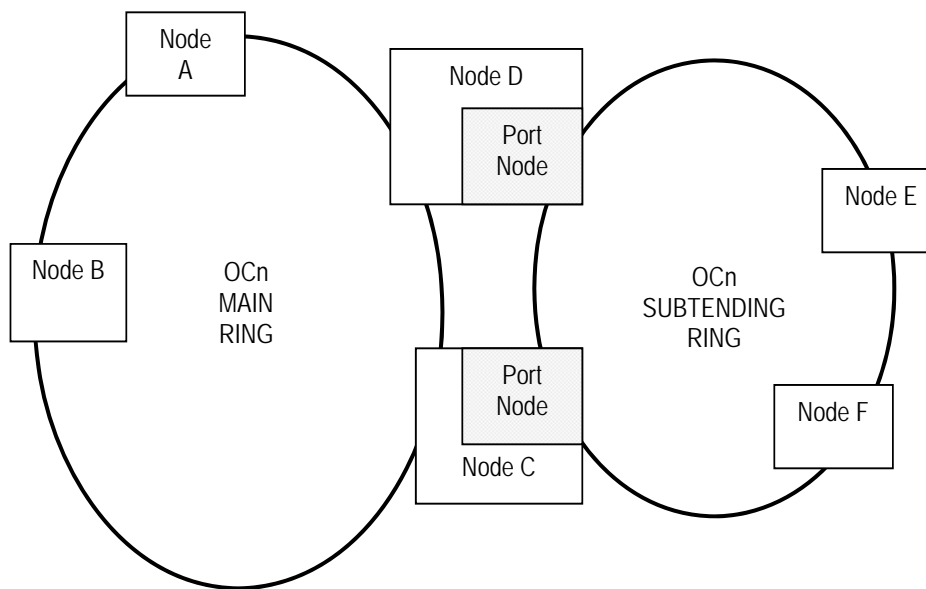
23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(4) Subtending Rings (Cont'd)

- (h) Each subtending ring may only interconnect with one (1) main ring.
- (i) Subtending ring configurations may be established using new DSR full rings, existing DSR full rings, or a combination of new and existing DSR full rings.
- (j) All DSR rings in the same subtending ring configuration must be billed to the same customer.
- (k) An example of a subtending ring configuration with two (2) points of interconnection to the main ring is diagrammed below:



Applicable rate elements:

- Nodes (6)
- Port Node (2)
- Mileage for circumference of Main Ring
- Mileage for circumference of Subtending Ring

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(B) Service Description (Cont'd)

(4) Subtending Rings (Cont'd)

- (l) Lower speed services provided over DSR must ingress at a node on either ring (the main ring or the subtending ring) and egress at a node on either ring (the subtending ring or the main ring). A single port charge applies at the point of ingress and a single port charge applies at the point of egress, unless the ingress and/or egress occurs via an asymmetrical port facility in which case a separate port charge will not apply for each such ingress or egress.
- (m) At the customer's option, a lower level service may interconnect the main and one (1) or more of the subtending ring(s) through two (2) separate points of interconnection with each subtending ring. In this case, a single Dual Node Cross-connect Charge applies per lower level service provided across the interconnecting port nodes, regardless of the number of subtending rings involved. The Dual Node Cross-connect Charge does not apply when a lower level service interconnects the main and subtending ring(s) through a single point of interconnection.
- (n) In the event that the customer elects to make a subtending ring an independent full DSR, the independent full DSR ring must meet all of the requirements for a DSR full ring as set forth in (B)(1) preceding. This may require an additional node in order to satisfy the minimum node requirement for a single, independent ring.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(B) Service Description (Cont'd)

- (5) The customer must provide, at no cost to the Telephone Company, suitable and secure space, suitable environmental conditions, and uninterrupted power supply, building entrance facilities, and conduit for placement of the facilities and network equipment at its locations as necessary to provide the service.
- (6) The customer will be billed additional charges for any charges levied the Telephone Company for space and power required to place ADMs on the Telephone Company's side of the network interface.
- (7) Connections to Other Services
 - (a) DSR may connect to IntelliLight Optical Transport Service (IOTS) optical transport channels as set forth in Section 6.8.25 (C) (6) or 7.2.14(C) (4) preceding. IOTS combines Dense Wave Division Multiplexing (DWDM) and SONET technologies to create a high-speed backbone network configured in a ring architecture. When the DSR partial ring is provided over an IOTS, the IOTS nodes through which the DSR partial ring is configured are included in the minimum device requirement at each fiber meet location for a DSR partial ring.
 - (b) A Switched or Special Access DSR port may connect to an equal speed IntelliLight Broadband Transport (IBT) Service, an equal speed IBT multiplexing node or an equal speed port of a multiplexed IBT service.
 - (c) Reserved
 - (d) Verizon Optical Networking STS1, OC3, OC3c, OC12, OC12c, and OC48 Ethernet-to-SONET mapped services (as set forth in Section 7.2.16 preceding) may be connected to Special Access STS1, OC3, OC3c, OC12, OC12c, and OC48 ports, respectively, via symmetrical or asymmetrical port arrangements.
 - (1) In a symmetrical port arrangement, one (1) of such ports applies on the higher-speed node at the Telephone Company wire center where the service enters the ring, and a second port of the same capacity applies on the higher-speed node where the service exits the ring. For example, a Verizon Optical Networking OC3c Ethernet-to-SONET mapped service would require two (2) OC3c ports in a symmetrical port arrangement (one port to enter the ring and one port to exit the ring).

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(B) Service Description (Cont'd)

(7) Connections to Other Services (Cont'd)

(d) (Cont'd)

(2) In an asymmetrical port arrangement, one of such ports referenced above applies on the higher-speed node at the Telephone Company wire center where the service enters the ring, and the service exits the ring via the OCn port associated with the Asymmetrical Port Facility. More than one such service referenced above may utilize the same Asymmetrical Port Facility and OCn Port of that Asymmetrical Port Facility. For example, three (3) Verizon Optical Networking OC12 Ethernet-to-SONET mapped services require 3 OC12 ports (one port for each service) to enter the ring, and all 3 of such services could be provided over an OC48 Asymmetrical Port Facility, and exit the ring via the same OC48 port of that facility. The number of services that can exit the ring via the same port is limited by the STS1 capacity utilized for the connecting service.

(e) Ethernet services are provided on a point-to-point basis (i.e., native Ethernet to native Ethernet) between two suitably equipped DSR premises nodes. Additionally, Verizon Optical Networking Gigabit Ethernet (transmitted at 50, 150, 300, 450, 600 Mbps or Full Rate) may be connected to a DSR OC48 or OC192 enhanced CO node. The connection of Verizon Optical Networking Gigabit Ethernet to DSR will occur via a Special Access DSR GigE-1, 3, 6, 9, 12 or 24 port on the CO node. When Verizon Optical Networking customers under a three, five, or seven-year commitment period connect their Verizon Optical Networking Gigabit Ethernet service to DSR, the DSR GigE ports must be provided under the same length commitment period. When Verizon Optical Networking customers under a one-year commitment period connect their Verizon Optical Networking Gigabit Ethernet service to DSR, the DSR GigE ports will be provided at month-to-month rates. Verizon Optical Networking Gigabit Ethernet is further described in Section 7.2.16 preceding. Native to native Ethernet services may not be provided over an asymmetrical port facility.

(f) When a customer transmits STS1, Internet Protocol or Ethernet signals, the mapping feature must be designated.

(g) Extended Superframe Format (ESF) is required on all DS1 circuits in order to ensure performance objectives.

(h) DSR may also be connected to the following Telephone Company provided services, provided that such connections are technically and operationally feasible, as determined by the Telephone Company:

(N)

- DWDM ring service
- point-to-point SONET service
- Ethernet private line service
- dedicated SONET ring service

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(C) Service Components

The service components of DSR include:

- Nodes and Subtending Nodes
- Port Nodes
- Ports
- High Speed Interfaces (certain partial ring configurations only)
- Mileage between nodes
- Optional Features

(1) Nodes and Subtending Nodes

- (a) The customer specifies the ring capacity in terms of optical carrier rates. DSR is available in capacities of OC3, OC12, OC48 and OC192. In addition, an OC12/3 node is available on OC12 DSRs. Lower speed channel services are provided between nodes via port designations. DSR may be provided with enhanced nodes that allow for additional port options. Enhanced nodes are available on ring capacities of OC12, OC48, and OC192 for Switched Access services. Enhanced nodes are available on ring capacities of OC3, OC12, OC48, and OC192 for Special Access services.
- (b) The following ports are accepted speeds on nodes that are not enhanced.

Nodes:	OC3	OC12/3	OC12	OC48	OC192
DS1 Ports	X	X			
DS3 Ports	X	X	X	X	X
STS1 Ports	X	X	X	X	X
OC3 Ports*			X	X	X
OC3c Ports*			X	X	X
OC12 Ports*				X	X
OC12c Ports*				X	X
OC48 Ports*					X
OC48c Ports*					X

* May also be utilized with service connecting to certain advanced data services. Concatenation is not allowed on Switched Access ports.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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(C) Service Components (Cont'd)

(1) Nodes and Subtending Nodes (Cont'd)

- (c) The type of ports that are supported on an enhanced node may limit the maximum number of ports that are provided on that node. Upon installation of a new ring, the customer must provide the Telephone Company with an initial port requirement and a forecast of future port requirements on that node which the Telephone Company will utilize when engineering the port configuration for that node.

Enhanced Nodes =	OC3	OC12	OC48	OC192	(S) (x)
DS1 Ports	X	X	X	X	
DS3 Ports	X	X	X	X	
DS3 Transmux Ports	X	X	X	X	(S) (x)
STS1 Ports	X	X	X	X	
OC3 Ports*		X	X	X	
OC3c Ports*		X	X	X	
OC12 Ports*			X	X	
OC12c Ports*			X	X	
OC48 Ports*				X	
OC48c Ports*				X	
Ethernet Ports					
GigE-1 Ports	X	X	X	X	
GigE-3 Ports		X	X	X	
GigE-6 Ports		X	X	X	
GigE-9 Ports		X	X	X	
GigE-12 Ports			X	X	
GigE-24 Ports			X	X	
Storage Interface Ports					
Fibre Channel at 1 Gbps			X	X	
FICON at 1 Gbps			X	X	

- (d) Additional nodes could be required to maintain service quality levels. Generally, a transmission of 20 or more miles or a transmission through 6 or more COs will be subject to loss of signal integrity, and would require an additional node. A regeneration node requires a full capacity node, i.e., an OC12/3 node cannot be used to regenerate transmission on an OC12 ring.

* May also be utilized with service connection to certain advanced data services. Concatenation is not allowed on Switched Access ports.

(S) (x)

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(x) Material became effective May 12, 2007 under Transmittal No. 801.

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(T)

(C) Service Components (Cont'd)

(1) Nodes and Subtending Nodes (Cont'd)

(e) Except for DSR utilizing enhanced nodes, the customer may provide a single node and associated port equipment at one of its premises subject to compatibility with the Telephone Company's equipment in the COs. This compatibility requires that the customer, at its own expense, uses matching vendor's equipment and maintains the same vintage in software release as the Telephone Company. Upon written notification from the Telephone Company, the customer has 60 days in which to complete the change out of software. In addition, the customer must configure the node to limit access to the data communications channel of the node.

(f) The Telephone Company can not ensure the performance monitoring of the ring when it is equipped with customer provided nodes.

(g) Subtending Nodes

- (1) A subtending node is an enhanced node that subtends another enhanced node of a higher speed (e.g., an OC12 enhanced node may subtend an OC192 enhanced node).
- (2) More than one (1) lower speed enhanced node may subtend the same higher speed enhanced node.
- (3) The connection between the higher and lower speed enhanced nodes is a SONET facility (Subtending Node Facility) between an OCn port on the higher speed node and the lower speed node which must be of the same optical carrier rate as the OCn port on the higher speed node.
- (4) When the higher speed enhanced node is located at a customer designated premises, the subtending node(s) must be located at the same customer designated premises.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)

23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(C) Service Components (Cont'd)

(1) Nodes (Cont'd)

(g) Subtending Nodes (Cont'd)

- (5) When the higher speed enhanced node is located at a Telephone Company wire center, the subtending node(s) may be located within that same wire center or extended to a customer designated premises that is served by that wire center or by a different wire center. When extending the subtending node to a customer designated premises, the subtending node facility is subject to a channel extension charge. When the customer designated premises is not served by the same wire center as the higher speed enhanced node, mileage applies between the wire centers involved. Mileage applies in addition to the channel extension charge.
- (h) When a customer premises node is located in the same building as a CO node, there will be no diversity between the two nodes.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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(T)

(C) Service Components (Cont'd)

(2) Ports

(a) Ports may be ordered in a symmetrical arrangement (e.g., DS3 Port to DS3 Port), an asymmetrical arrangement (e.g., OC12 Port to DS3 Port) or in certain transmuxing arrangements as specified preceding. Ports are not provided at mutually agreed upon locations where a high speed (pass-through) interface is utilized.

(b) Signals transported over DSR will be mapped as follows:

DS1 mapped as VT1.5
DS3 mapped as STS1
STS1 mapped as STS1
OC3 mapped as 3 STS1s
OC3c* mapped as one STS3c channel or STS1-3v
OC12 mapped as 12 STS1s
OC12c* mapped as one STS12c channel or STS1-12v
OC48 mapped as 48 STS1s
OC48c* mapped as one STS48c channel or STS1-48v
Gigabit Ethernet* (available with enhanced nodes only)
GigE1 (mapped as 1 STS1 or STS1-1v channel)
GigE3 (mapped as a STS1-3v channel or 1 STS3c channel)
GigE6 (mapped as a STS1-6v channel or 1 STS6c channel)
GigE9 (mapped as a STS1-9v channel or 1 STS9c channel)
GigE12 (mapped as a STS1-12v channel or 1 STS12c channel)
GigE24 (mapped as a STS1-24v channel or 1 STS24c channel)
Storage Interface* (available with enhanced nodes only)
Fibre Channel (mapped as a STS1-19v channel)
FICON (mapped as a STS1-19v channel)

* Special Access Ports only

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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(T)

(C) Service Components (Cont'd)

(2) Ports (Cont'd)

(c) Asymmetrical Ports

- (1) Asymmetrical ports allow lower level services to be added to, and dropped from, DSR using ports with different transmission rates. For example, a DS1 channel can be added to the ring via a DS3 port and dropped from the ring via a DS1 port. These lower level services may originate and/or terminate at locations that are on or off of the DSR.
- (2) For OCn ports, the port with the higher transmission rate uses a facility (Asymmetrical Port Facility or (APF), which is also referred to as a Stub Hub), which is channelized to individual services requiring lower capacity facilities and lower capacity ports. Only one (1) such higher transmission rate OCn port applies per asymmetrical port arrangement. The number of lower capacity services that can utilize the same Stub Hub is limited by the total STS1 capacity of the connecting services. Available transmission rates for the APF are dependent on the capacity of the port to which it is connected. For example, an OC12 APF cannot be established on an OC3 Port. Additionally, the capacity of the port is dependent on the capacity of the node involved.
- (3) The APF provides a two-point channelized facility between a customer designated premises or a Collocated Interconnection arrangement and the OCn higher transmission rate port of the asymmetrical port combination. Such port may be associated with a node that is located at either the customer designated premises or within a Telephone Company wire center.
 - (a) When the APF is located at the customer's designated premises, the APF is provided between the customer's designated premises and the port on the associated node located at that same premises. Rates and charges for the port apply as set forth in (D) following.
 - (b) When the APF is located in a Telephone Company wire center and the APF connects to a customer designated premises that is served by the same wire center, an asymmetrical port channel extension applies to extend the APF to the customer designated premises. Rates and charges for the asymmetrical port channel extension apply in addition to the rates and charges for the port as set forth in (D) following.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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(T)

(C) Service Components (Cont'd)

(2) Ports (Cont'd)

(c) Asymmetrical Ports (Cont'd)

(3) (Cont'd)

- (c) When the APF is located in a Telephone Company wire center and the APF connects to a customer designated premises that is served by a different wire center, an asymmetrical port channel extension and mileage applies to extend the APF to the customer designated premises. Rates and charges for the asymmetrical port channel extension and mileage apply in addition to the rates and charges for the port as set forth in (D) following.
- (d) When the APF is located in a Telephone Company wire center and the APF connects to a Collocated Interconnection arrangement that is located within the same wire center as the node, a port charge applies as set forth in (D) following.
- (e) When the APF is located in a Telephone Company wire center and the APF connects to a Collocated Interconnection arrangement that is not located within the same wire center as the node, mileage applies to extend the APF to the Collocated Interconnection arrangement. Rates and charges for the mileage apply in addition to the rates and charges for the port as set forth in (D) following.
- (f) For (C) (2) (c) (3) (c) through (e) preceding, channel termination or cross-connect charges apply in addition to the port, asymmetrical port channel extension, and mileage charges. Channel termination charges apply in accordance with Sections 6 and 7 preceding. Cross-connection to Collocated Interconnection Service arrangements apply in accordance with Section 19 preceding.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(C) Service Components (Cont'd)

(2) Ports (Cont'd)

(c) Asymmetrical Ports (Cont'd)

(4) Asymmetrical ports are available in the following combinations:

<u>Ring Capacity</u>	<u>APF Rate</u>	<u>Asymmetrical Port Combinations**</u>	(T)
OC3 DSR Ring	N/A	DS3 Transmux - DS1*	
	STS-1	STS1 - DS3 STS1 - DS1*	
OC12 DSR Ring	N/A	STS1 - DS3 DS3 Transmux - DS1*	
	OC3	OC3 - STS1 OC3 - DS3 OC3 - DS1* OC3 - GigE3* OC3 - GigE1*	
OC48 DSR Ring	N/A	STS1 - DS3 DS3 Transmux - DS1*	
	OC12	OC12 - OC3 OC12 - OC3c OC12 - STS1 OC12 - DS3 OC12 - DS1* OC12 - GigE12* OC12 - GigE9* OC12 - GigE6* OC12 - GigE3* OC12 - GigE1*	
	OC3	OC3 - STS1 OC3 - DS3 OC3 - DS1* OC3 - GigE3* OC3 - GigE1*	

* Requires enhanced node. For Ethernet (GigE) port options, the associated Ethernet Service must be SONET mapped.

** Enhanced nodes and concatenation are not available on Switched Access Ports (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

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(T)

(C) Service Components (Cont'd)

(2) Ports (Cont'd)

(c) Asymmetrical Ports (Cont'd)

(4) (Cont'd)

<u>Ring Capacity</u>	<u>APF Rate</u>	<u>Asymmetrical Port Combinations**</u>	
OC192 DSR Ring	N/A	STS1 - DS3 DS3 Transmux - DS1*	(T)
	OC48	OC48 - OC12 OC48 - OC12c OC48 - OC3 OC48 - OC3c OC48 - STS1 OC48 - DS3 OC48 - DS1* OC48 - GigE24* OC48 - GigE12* OC48 - GigE9* OC48 - GigE6* OC48 - GigE3* OC48 - GigE1*	
	OC12	OC12 - OC3 OC12 - OC3c OC12 - STS1 OC12 - DS3 OC12 - DS1* OC12 - GigE12* OC12 - GigE9* OC12 - GigE6* OC12 - GigE3* OC12 - GigE1*	
	OC3	OC3 - STS1 OC3 - DS3 OC3 - DS1* OC3 - GigE3* OC3 - GigE1*	

* Requires enhanced node. For Ethernet (GigE) port options, the associated Ethernet Service must be SONET mapped.

** Enhanced nodes and concatenation are not available on Switched Access Ports (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

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(T)

(C) Service Components (Cont'd)

(2) Ports (Cont'd)

(d) Transmux Ports

- (1) The DS3 Transmux Port performs a DS3 to DS1 conversion at an Enhanced DSR node. The DS3 to DS1 conversions allows a single DSR DS3 Transmux port to be a facility associated with up to twenty-eight (28) VT1.5 mapped DSR DS1 ports. Transmuxing is only available on an enhanced node and where suitable facilities and equipment exist to provide the DS3 Transmux Port.
- (2) DS3 Transmux Ports utilize a DS3 Transmux Facility to which VT1.5 mapped DSR DS1 ports are associated. Such facility will be provisioned upon ordering the associated DS3 Transmux port.
- (3) When transmuxing arrangements are ordered in symmetrical or asymmetrical port combinations, the following conditions apply:
 - A DS1 port associated with a DS3 Transmux port and facility may not coexist as a separate DS1 port with the same DSR node.
 - DS3 Transmux ports are available on enhanced nodes only.
 - An end-to-end DS1 service provided over DSR may not be associated with more than one DS3 Transmux port or DS3 Transmux Facility.
 - DS3 Transmux ports are available at premises nodes or at wire center nodes.
 - When a DS3 Transmux port is utilized on an enhanced node located in a Telephone Company wire center, such port must be connected to DS3 High Capacity Service as set forth in Section 6.8.1 or 7.4.13 preceding.
 - The higher speed port of an asymmetrical port combination will be mapped based on the speed of the connecting service and port.

(e) Storage Interface Ports

- (1) The FICON Storage Interface Port provides an optical transport channel for transmission of 1 Gbps Fibre CONNECTION among mainframes, storage devices and on a single channel. A FICON signal is limited to a maximum distance of 100km (physical route kilometers) between the locations involved.
- (2) The Fibre Channel Storage Interface Port provides an optical transport channel for transmission of 1 Gbps signals in a serial link between supercomputers, mainframes, workstations, desktop computers, storage devices, displays and other peripherals. A Fibre Channel signal is limited to a maximum distance of 100 km (physical route kilometers) between the locations involved.

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(T)

(C) Service Components (Cont'd)

(3) High Speed (Pass-Through) Interfaces

A High Speed (Pass-Through Interface applies at a mutually agreed upon location associated with partial ring DSR as set forth in (B) (2) preceding. The High Speed (Pass-Through) Interface applies in lieu of a node at such location.

(4) Mileage

- (a) DSR Mileage on a full ring is the total of airline distances between nodes rounded up to the nearest mile.
- (b) DSR Mileage on a partial ring is the total of airline distances between fiber meet locations (customer designated premises, wire center or mutually agreed upon pass-through location, as applicable) and each node on the partial ring. The total mileage is then rounded up to the nearest mile.
- (c) The mileage rate is based on total ring capacity and not on individual services between nodes. For example, the mileage charge for a four-node OC3 ring with 5.1 miles between each node (20.4 total miles) would be calculated by multiplying the OC3 mileage rate in (L) following by 21 miles. This mileage calculation applies regardless of the number of services (e.g., DS3s) on the ring.
- (d) When DSR is provided entirely or in part over an IntelliLight Optical Transport Service (IOTS) backbone network as set forth in Section 6.8.25(C) (6) or 7.2.14(C) (4) preceding, connection between the DSR nodes is provided using IOTS optical transport channels in lieu of DSR channel mileage between the nodes.
- (e) When DSR is provided entirely or in part over a Telephone Company provided DWDM ring service backbone network, DSR channel mileage will not apply between the nodes.

(N)
|
(N)

(5) Optional Features

Optional features are described in (K) following.

(6) Port Nodes

A port node allows interconnection between two (2) full DSR rings. One (1) of the rings will be designated as the main ring and the other ring is designated as a subtending ring. Subtending rings are described in (B) (4) preceding.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(D) Application of Rates and Charges

- (1) All monthly recurring rate elements for DSRs are available for 3, 5, and 7-Year commitment periods. DSR ports and asymmetrical port facilities are also available on monthly terms. Nodes, port nodes, optional features, subtending node facilities, asymmetrical port facilities, and ports* added subsequent to the initial installation may be coterminous to the expiration date of the DSR provided the addition is prior to the 21st month for a 3-year plan, prior to the 36th month for a 5-year plan, or prior to the 50th month for a 7-Year plan. Nodes, port nodes, optional features, subtending node facilities, and asymmetrical port facilities added after the aforementioned periods require extending the commitment period for an additional one year for a 3-year plan, an additional 2 years for a 5-year plan, or an additional 3 years for a 7-Year plan. However, ports and asymmetrical port facilities in a Month-to-Month plan may be added at any time.
- (2) Once a term period expires, the prevailing monthly rates of the current plan will continue until the customer cancels service or requests a new term plan.

* A mix of enhanced nodes and those nodes that are not enhanced is prohibited. Ports requiring enhanced nodes may not be added to nodes that are not enhanced.

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(D) Application of Rates and Charges (Cont'd)

(3) Nonrecurring Charges

(a) First and Additional Nonrecurring Charges for Ports

- (1) The First Nonrecurring Charge applies to the first of each port type and speed installed at a node. The Additional Nonrecurring Charge applies for each additional port of the same type and same speed added at the same node on the same order. For example, if a customer places an order for ten (10) GigE3 Ports at the same OC48 node, one First Nonrecurring Charge and nine Additional Nonrecurring Charges will apply for the GigE3 Ports. With the exception of Storage Interface Ports, the charge will vary based on whether the installation is in connection with the initial installation of the DSR service or a subsequent installation of ports.
 - (2) With the exception of Storage Interface Ports, nonrecurring charges for DSR ports purchased on a month-to-month plan at the initial installation of DSR service apply on a first and additional basis.
 - (3) With the exception of Storage Interface Ports, nonrecurring charges for DSR ports purchased under a term plan apply on a first and additional basis for each DSR port that is ordered subsequent to the initial installation of DSR Service.
 - (4) For Storage Interface Ports purchased on a month-to-month basis, nonrecurring charges apply to the installation of ports on a first and additional basis regardless of whether the installation of such Storage Interface Port is in connection with the initial or subsequent installation of DSR.
 - (5) Changes in Month-to-Month billed ports or changes in term plan billed port nodes, are treated as disconnects and subsequent installations for which subsequent nonrecurring charges apply.
- (b) Nonrecurring charges for DSR nodes apply to all nodes and port nodes installed subsequent to the initial installation of DSR.
- (c) A Channel Mapping nonrecurring charge as set forth in (L) following applies for each channel which the Telephone Company must map over the partial ring. Channel mapping is only required on channels that originate at and terminate to devices that are not within the partial ring.

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(D) Application of Rates and Charges (Cont'd)

(3) Nonrecurring Charges (Cont'd)

- (d) When a lower capacity service is dropped from a DSR Ring, the associated ports will be billed to the lower capacity service. Lower capacity services may not be dropped at locations utilizing a pass-through interface. However, a Channel Mapping Charge will apply for each lower capacity service that originates at and terminates to devices that are not within the partial ring provided by the Telephone Company. The Channel Mapping Charge is billed to the lower capacity service.
 - (e) When a lower capacity service is provided between two (2) separate asymmetric port facilities (APF) on the same DSR, the Telephone Company must map the facility assignment on the first APF to the facility assignment on the second APF for which an Asymmetrical Port Mapping Nonrecurring Charge applies per lower capacity service mapped.
 - (f) Nonrecurring charges apply for the installation of an Optional Feature as described in (K) (1) and (K) (2) following.
 - (g) A single Dual Node Cross-connect Charge applies per lower level service provided across the interconnecting port nodes of a subtending ring(s) configuration, regardless of the number of subtending rings involved. Dual Node Cross-connect Charges as set forth in (L) following apply for each channel which the Telephone Company must cross-connect between the port nodes of the interconnecting ring(s).
- (4) When a node is disconnected prior to the end of the commitment period, the node is subject to termination liability under (E) (1) following.
 - (5) Changes from OC12 to OC12/3 and OC12/3 to OC12 Nodes are treated as upgrades. Subsequent installation nonrecurring charges are applicable.

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(D) Application of Rates and Charges (Cont'd)

- (6) Where an Ethernet, Fibre Channel, or FICON signal is mapped to a SONET service, and that SONET service is provided in a symmetrical port arrangement, two (2) OCn ports apply (one where the mapped signal enters the ring and one where the mapped signal exits the ring).
- (7) Where one or more Ethernet, Fibre Channel or FICON signals are mapped to a SONET service, and that SONET service utilizes an asymmetrical port combination (e.g., the signals enter the ring mapped to an OC12 SONET service and exit the ring via an OC48 port associated with an asymmetrical port facility), only one OCn port applies per mapped signal to enter the ring and the signal exits the ring over the asymmetrical port facility. The total number of such mapped Ethernet, Fibre Channel, or FICON signals that can be associated with the OCn Port of the asymmetrical port facility is limited by the STS1 capacity required to map each signal into the SONET service. For example, assume that an OC48 APF is ordered for which an OC48 port, OC48 mileage, and, when applicable, an OC48 Extension applies (an OC48 has a capacity of 48 STS1s). Further assume that 2 Verizon Optical Networking 600 Mbps Ethernet-to-SONET mapped services are ordered, each of which requires 6 STS1s when mapped into an OC12 SONET signal. In this example, the OC48 asymmetrical port arrangement would still have 36 available STS1s.
- (8) Changes in Month-to-Month billed asymmetrical port facilities are treated as disconnects and subsequent installations.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(E) Termination Liability

- (1) Unless otherwise set forth in this Section (E), termination liability applies when DSR service or an Optional Feature is terminated prior to the end of the applicable commitment term. Termination liability is charged per monthly rate element on all nodes, port nodes, high speed (pass-through) interfaces, optional features, subtending node facilities or asymmetrical port facilities, and ports (other than Month-to-Month billed ports for which the one month minimum service charge applies).
- (2) A separate termination liability charge is assessed for each rate element associated with the disconnected DSR service or an Optional Feature. For example, assume that the customer subscribes to a full DSR ring that is arranged with the Direct TL1 Monitoring Optional Feature, as set forth in (K)(2) following. Further assume that the customer disconnects the DSR ring along with the Direct TL1 Monitoring Optional Feature prior to the end of the commitment term. Then, the customer shall pay termination liability on the nodes, ports, and the Direct TL1 Monitoring Optional Feature monthly recurring rate elements as set forth in this section.
- (3) DSR service or an Optional Feature may be canceled without termination liability when cancellation of the DSR service or Optional Feature occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the DSR service or Optional Feature.
- (4) Termination liability will not apply on any DSR service or Optional Feature if a customer changes to a longer term commitment period for such service.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(E) Termination Liability (Cont'd)

- (5) Termination liability will not apply to a customer upgrade (change to a higher capacity DSR service), if all of the following conditions are met. These conditions do not apply to Optional Features.
- (a) A new commitment period commences with the upgrade.
 - (b) The new expiration date extends beyond the discontinued plan date.
 - (c) The upgrade consists of either one (1) existing DSR service being upgraded into a higher capacity DSR service or two (2) existing DSR services being upgraded into a single, higher capacity DSR service.
 - (d) The new DSR service has at least one customer premises Node and one CO Node in common with the discontinued service(s).
 - (e) When two (2) existing DSR services are being upgraded into a single, higher capacity DSR service, the aggregate amount of all monthly charges for the nodes and ports included under the new commitment period is at least 25% greater than the aggregate amount of the monthly charges remaining in the commitment period for the nodes and ports being disconnected.

For illustrative purposes, assume the following:

- Customer has 2 separate OC3 DSR services
- One OC3 DSR is in its twenty-fourth (24th) month of a 3-year term plan (i.e., 12 months remain in the term commitment period) and is configured with 3 nodes and 6 ports (Ring A)
- The other OC3 DSR is in its twenty-first (21st) month of a 3-year term plan (i.e., 15 months remain in the term commitment period) and is configured with 3 nodes and 6 ports (Ring B)
- The customer is upgrading Rings A & B to a single OC12 DSR with a term plan of 3 years that is to be configured with 3 nodes and 6 ports (Ring C)

Based on the above assumptions, the following calculations are used to determine if the aggregate amount of monthly charges for the commitment period of Ring C is greater than the combined aggregate amount of monthly charges for the remainder of the commitment periods on Rings A & B and therefore, whether or not termination liability will apply to Rings A & B for the upgrade.

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(T)

(E) Termination Liability (Cont'd)

(5) (Cont'd)

Step 1 - Determine the amount of monthly charges remaining on Ring A for the balance of the term commitment by multiplying the monthly rates for the 3 nodes and 6 ports (assume \$4680 per month) by the 12 months remaining in the term commitment = \$56,160.

Step 2 - Determine the amount of monthly charges remaining on Ring B for the balance of the term commitment by multiplying the monthly rates for the 3 nodes and 6 ports (assume \$4680 per month) by the 15 months remaining in the term commitment = \$70,200.

Step 3 - Determine the combined aggregate amount of monthly charges remaining for Rings A & B by summing the amounts determined in Steps 1 and 2 (\$56,160 + \$70,200 = \$126,360).

Step 4 - Determine the aggregate amount of monthly charges associated with Ring C by multiplying the monthly rates (assume \$9390) by 36 months for the term commitment = \$338,040.

Step 5 - Determine the difference between the monthly charges for the existing service and the monthly charges for the upgraded service by subtracting the combined aggregate amount determined in Step 3 from the aggregate amount determined in Step 4 (\$338,040 - \$126,360 = \$211,680).

Step 6 - Divide the result obtained in Step 5 by the aggregate amount determined in Step 3 (\$211,680/\$126,360 = 1.675). Convert the decimal amount to a percentage by multiplying by 100 (1.675 x 100 = 167.5%).

If the result is equal to or greater than 25%, then the upgrade occurs without the application of termination liability on Rings A & B. If the result is less than 25%, termination liability applies to Rings A & B in accordance with this Section (E). Standard rounding rules apply. For this example, the result is 167.5%; therefore, termination liability does not apply.

Additional nodes and ports added at the time of the upgrade incur all applicable rates.

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(T)

(E) Termination Liability (Cont'd)

(5) (Cont'd)

(f) Termination liability will apply when none of the conditions above are met and the customer cancels service prior to expiration of the plan period. If the cancellation occurs within the first two years of a term plan, termination liability is equal to 100 percent of the monthly charges for the unexpired portion of the first two years, and 25 percent of the monthly charges for the remainder of the plan. If the customer cancels after the first two years of service, then termination liability is equal to 25 percent of the monthly charges for the remaining life of the term.

(g) For Verizon Dedicated SONET Ring (DSR) with a commitment period which was extended under (I) following, termination liability is calculated as the difference between the monthly rates for the highest Term Pricing Plan commitment period that could have been satisfied prior to disconnection of the service or cancellation of the plan and the monthly rates already paid for the expired commitment period and the extended commitment period for the period of time the service was in effect.

(F) Conversions

Customers who wish to move or convert existing High Capacity Special Access Services to a DSR may do so without conversion charges (termination liability and installation charges) as long as the total capacity of Special Access Services purchased by the customer does not decrease.

(G) Deployment and Availability

Since DSR service provides a dedicated high capacity customized network, it is deployed upon customer request. Where SONET facilities are not generally available, rates and charges as set forth in Interstate Special Construction Tariffs may apply.

DSR is available based on negotiated intervals as described in 5.2.1(B) preceding.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(H) Shared Use

- (1) Shared use is permitted whenever Special Access and Switched Access are provided over the same DSR. At least one channel of a service (e.g., DS1 or DS3) on the ring must be Special Access for the service to be billed as Special Access.
- (2) The node, mileage and port rate elements are reduced (ratcheted) to offset the Switched Access charges for the entrance facility, and mileage. Two separate reduction ratios are used. The reduction ratio for the node and mileage charges is calculated by dividing the number of switched DS0 equivalents in use on the DSR by the total DS0 equivalent quantities for the ring; see the table below.

<u>Ring Type</u>	<u>DS3 Quantities</u>	<u>DS1 Quantities</u>	<u>DS0 Quantities</u>
OC3	3	84	2,016
OC12	12	336	8,064
OC48	48	1,344	32,256
OC192	192	5,376	129,024

- (3) The reduction ratio for the port charge is calculated by dividing the number of switched DS0 equivalents in use on the channelized services on the DSR (the lower speed services on the ring) by the total number of DS0 equivalents that are in use on the channelized services on the DSR.
- (4) If the DSR is used to route Switched Access traffic between Telephone Company Wire Centers, then Switched Access Direct Trunk Transport rates are also applied.
- (5) Shared Use and Switched Access Services are prohibited on DSR partial ring configurations.

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(I) Extension of a Commitment Period

- (1) For Verizon Dedicated SONET Ring (DSR), the customer also has the option, within sixty (60) days prior to the expiration date for its commitment period, to extend its expiring Term Pricing Plan to a plan with a longer commitment period, for which time-in-service credit will be allowed for the expiring plan. The commitment period selected for the extended plan must be longer than the commitment period of the expiring plan as follows:
 - An expiring 3-Year Term may be extended to either a 5-Year or 7-Year Term Plan.
 - An expiring 5-Year Term may be extended to a 7-Year Term Plan.
- (2) Time-in-service credit on the expiring plan will be granted and applied towards the new extended plan. For example, an expiring 3-Year term plan will allow for 3 years of time-in-service credit towards the extended plan.
- (3) The discount percentage associated with the extended plan will apply effective with the first bill day following expiration of the commitment period for the existing plan and continue through the remainder of the commitment period associated with the extended plan. No adjustment for the increased discount percentage associated with the extended plan will be made to the monthly rates already billed on the expiring plan.

(J) Reserved

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(K) Optional Features

The customer has the option of purchasing one of the following Optional Features for use with Special Access DSR service provided by the Telephone Company in accordance with this Section 23.1. Only one of these Optional Features may be provided on a single DSR service. In order to purchase one of the Optional Features, the customer must be subscribed to a DSR service and must use such DSR service in conjunction with the selected Optional Feature.

- Customer Service Management Optional Feature, as set forth in (K) (1) following
- Direct TL1 Monitoring Optional Feature, as set forth in (K) (2) following

(1) Customer Service Management Optional Feature (**CSM**)

(a) Description

CSM provides a customer with real-time information about the operational status of its DSR network and the ability to reconfigure lower level services riding the DSR ring. Three (3) Service Levels of support are offered for CSM. Each Service Level provides different functionalities to which the customer may gain access. These functionalities are described following and include access to real-time information about the customer's DSR network, the ability to generate reports, and the ability to reconfigure lower level services riding the DSR ring. When ordering CSM, the customer must specify the level of CSM support as one of the following three (3) Service Levels.

- (1) Level 1 support provides a network view of real-time detection and reporting of network alarm conditions within the customer's DSR network.
- (2) Level 2 support provides the same support described in Level 1 along with the ability for the customer to generate basic network performance reports for its DSR network. The customer may also request network performance reports that are customized to meet their specific needs.

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(K) Optional Features (Cont'd)

(1) Customer Service Management Optional Feature (CSM) (Cont'd)

(a) Description (Cont'd)

(3) Level 3 support provides the same support described in Levels 1 and 2 along with the ability to reconfigure (re-map) the end points of lower level services riding the ring.

(a) Reconfiguration using CSM consists of re-mapping the end point of a primary circuit to its preplanned (backup) port location. The customer must specify a preplanned port location for each primary circuit installed. The preplanned port location is a backup location that is activated and de-activated when a primary circuit is reconfigured at the request of the customer via the CSM platform. A reconfiguration is limited to the mapping of one primary circuit to its assigned preplanned location. For each preplanned port location, a monthly recurring rate and a nonrecurring installation charge apply per port in accordance with (K)(1)(b) following. When the primary circuit and preplanned port are part of a Shared Network Arrangement, the Service User's Letter of Authorization for the Shared Network Arrangement (as set forth in Section 5.2 preceding) must include an acknowledgment that the Host Customer has the ability to perform CSM functions (e.g., reconfiguration) on the portion of the Service User's service that rides the DSR.

(b) A Telephone Company Performed Reconfiguration charge, as described in (K)(1)(b) following, will apply when the customer requests that the Telephone Company perform a reconfiguration of service on its behalf. This charge does not apply when a customer performs its own service reconfiguration.

(c) Reconfiguration is not permitted on services arranged in the following service configurations:

- (i) Switched Access Service;
- (ii) service provided under a shared use arrangement;
- (iii) service associated with Centrex-CO or Primary Rate ISDN service;
- (iv) primary circuits for which the customer has not specified a preplanned backup location; or
- (v) Fibre Channel/FICON service.

(d) The type of nodes deployed within the DSR network may limit reconfiguration of OC12/OC12c circuits within an OC48 DSR. CSM is not available on partial ring configurations.

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(K) Optional Features (Cont'd)

(1) Customer Service Management Optional Feature (CSM) (Cont'd)

(a) Description (Cont'd)

(3) (Cont'd)

- (e) When CSM is added to an existing ring, existing circuits that are being made reconfigurable will require that an Access Order be issued to designate the circuit as reconfigurable. Nonrecurring charges as set forth in Section 5 preceding may apply. The Telephone Company's ability to provide CSM on a particular ring may be limited by the overall configuration of that ring. Reconfiguration is limited to those circuits that originate and/or terminate on the ring (i.e., at locations served by a node on the ring) and utilize ports that are symmetrical. For circuits that originate or terminate off the ring (i.e., at locations not served by a node on the ring), the reconfiguration is limited to customer premises node locations on the ring.

(b) Rate Regulations

CSM rates and charges are set forth in (L) following, unless noted otherwise. CSM rates and charges apply in addition to any applicable DSR rates and charges as described in (D) preceding. Unless otherwise indicated below, CSM rates and charges apply regardless of the Service Level selected by the customer.

(1) Monthly Recurring Rates

- (a) A CSM Service Level rate applies for each DSR ring provided with CSM.
- (b) For customers subscribing to Service Level 3 support, a Preplanned Port rate, as set forth in (L) following, applies for each preplanned port location established.

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(K) Optional Features (Cont'd)

(1) Customer Service Management Optional Feature (CSM) (Cont'd)

(b) Rate Regulations (Cont'd)

(2) Nonrecurring Charges

- (a) A Node Setup charge applies for each node that is equipped with CSM at the time that CSM is initially established on the ring.
- (b) An Add/Remove Node charge applies for each node that is subsequently added to, or removed from, a ring that has already been equipped to provide CSM.
- (c) An Initial CSM Setup charge applies for establishment of the customer's initial CSM database partition. The initial CSM database partition includes setup for up to six (6) users.
- (d) A Setup of Additional Users charge applies for the setup of up to six (6) additional users beyond those provided with the initial database setup when CSM is initially established on the ring.
- (e) A Setup of Additional Partition or Change in CSM Service Level charge applies for the setup of an additional CSM database partition created for the same customer or to change from one CSM service level to another (e.g., change Service Level 2 to Service Level 3). Each additional CSM database provides for the setup of up to six (6) additional users.
- (f) A Consultation and Support charge applies for each thirty (30) minutes or fraction thereof that the customer requests Telephone Company consultation and support of its CSM network. This charge does not apply during initial setup of CSM on the ring.

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(K) Optional Features (Cont'd)

(1) Customer Service Management Optional Feature (CSM) (Cont'd)

(b) Rate Regulations (Cont'd)

(2) Nonrecurring Charges (Cont'd)

(g) A Telephone Company Performed Reconfiguration charge applies for Service Level 3 customers only when the customer requests that the Telephone Company perform a reconfiguration based on its pre-mapping instructions.

(h) A Preplanned Port charge, as set forth in (L) following, applies for Service Level 3 customers only for each port associated with a preplanned location that is established during the initial establishment of CSM on the ring.

(c) Terms and Conditions

(1) The customer must utilize Internet web access to connect its customer-provided terminal equipment to the Telephone Company's CSM management system. Access to the Internet and any associated rates and charges are the responsibility of the customer. The customer is also responsible for obtaining communications software that is compatible with the software the Telephone Company utilizes to provide CSM. The Telephone Company will work cooperatively with the customer to determine compatibility of its communications software.

(2) CSM is provided only when the Telephone Company provides all nodes on the ring.

(3) Subject to the restrictions set forth in (K) (1) (c) (4) following, CSM is provided coincident with the installation of the associated DSR ring or may be added to an existing ring. The customer will be responsible for the rates and charges set forth in (K) (1) (b) preceding.

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(K) Optional Features (Cont'd)

(1) Customer Service Management Optional Feature (CSM) (Cont'd)

(c) Terms and Conditions (Cont'd)

(4) CSM Service Level is provided under a term plan of 3 years, 5 years, or 7 years, as described following.

- (a) The duration of the term plan for CSM Service Level must be the same duration as the term plan for the DSR nodes provided with CSM. The customer has the option of subscribing to Preplanned Ports on a month-to-month basis or under a term plan of 3, 5, or 7 years. At the expiration of its 3, 5, or 7 year term plans for CSM Service Levels or Preplanned Ports, the customer has the option of extending CSM Service Level or Preplanned Ports with a coterminous end date as described in (K)(1)(c)(4)(b) following.
- (b) The expiration date of each CSM Service Level added subsequent to the initial installation must be coterminous to the expiration date of the associated DSR service, provided that the addition is prior to the 21st month for a 3-year plan, prior to the 36th month for a 5-year plan, or prior to the 50th month for a 7-Year plan. A CSM added after the aforementioned periods requires extension of the commitment period for the associated DSR service in accordance with (I) preceding. Such extension results in the establishment of a new plan that includes both the DSR and the CSM under the same plan with the same expiration date.
- (5) With Service Level 2 or 3 support, the customer may retrieve certain basic reports containing performance-monitoring information on its DSR network, as designated and provided by the Telephone Company. Basic reports are available at no additional charge to the customer. The customer may also request that a report be customized to meet its particular needs. Rates and charges for customized reports are provided on an individual case basis (ICB) only. Reports are not provided with Level 1 support.
- (6) CSM is subject to termination liability if CSM is removed prior to completion of the existing commitment period. The terms and conditions in (E) preceding, as applicable, apply to removal of CSM prior to completion of the existing commitment period.
- (7) When the Shared Network Arrangement is requested for a service that will be part of the Host Customer's DSR equipped with the CSM optional feature, the Service User's Letter of Authorization for the Shared Network Arrangement (as required under Section 5.2 preceding) must include an acknowledgment that the Host Customer has the ability to perform CSM functions (e.g., reconfiguration) on the portion of the Service User's service that rides the DSR.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(K) Optional Features (Cont'd)

(2) Direct TL1 Monitoring Optional Feature (DTM)

(a) Description

Direct Transaction Language 1 (**TL1**) Monitoring Optional Feature (**DTM**) provides a customer with near real-time information about the operational status of its DSR network over a TL1 connection. A TL1 connection is a machine-to-machine communication language protocol. The connection allows a customer to monitor its DSR network via a limited set of executable TL1 commands in order to query alarm and performance criteria.

(1) DTM enables the following:

- (a) Near real-time access to system-generated alarm and performance messages originating from the customer's DSR network elements.
- (b) Query and response capability that enables two-way communications with the capability to poll and retrieve messages, such as command alarms and performance messages.
- (c) Access to DSR ring inventory information that will enable the customer to maintain its own inventory database containing network element configurations and usage records for active service channels.
- (d) Notification that a power failure has occurred at a DSR network element and that the affected network element has reverted to battery backup.
- (e) Ability to monitor the ring, as well as all service channels riding the ring. When a channel riding the ring is part of a Shared Network Arrangement, the Service User's Letter of Authorization for the Shared Network Arrangement (as required under Section 5.2 preceding) must include an acknowledgment that the Host Customer has the ability to perform DTM functions (e.g., monitoring) on the portion of the Service User's service that rides the DSR.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(K) Optional Features (Cont'd)

(2) Direct TL1 Monitoring Optional Feature (DTM) (Cont'd)

(b) Rate Regulations

DTM rates and charges are set forth in (L) following and apply in addition to any applicable DSR rates and charges as described in (D) preceding.

(1) Monthly Recurring Rates

A DTM rate applies for each DSR ring provided with DTM.

(2) Nonrecurring Charges

- (a) A Node Setup charge applies for each node that is equipped with DTM at the time that DTM is initially established on the ring.
- (b) An Add/Remove Node charge applies for each node that is subsequently added to, or removed from, a ring that has already been equipped to provide DTM.
- (c) An Initial DTM Setup charge applies for establishment of the customer's initial DTM database partition.
- (d) A Consultation and Support charge applies for each thirty (30) minutes or fraction thereof that the customer requests Telephone Company consultation and support of its DTM network. This charge does not apply during initial setup of DTM on the ring.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(K) Optional Features (Cont'd)

(2) Direct TL1 Monitoring Optional Feature (DTM) (Cont'd)

(c) Terms and Conditions

- (1) Subject to the restrictions set forth in this Section (K) (2) (c), DTM is provided coincident with the installation of the associated DSR ring or may be added to an existing ring. The customer will be responsible for the rates and charges set forth in (K) (2) (b) preceding.
- (2) The customer must order two (2) Special Access Services as provided by the Telephone Company under Section 7 preceding in order to ensure secure, dedicated private line access and enable full redundancy for DTM. These Special Access Lines must originate at the customer's designated premises and terminate at a DTM site designated by the Telephone Company. Special Access Services will only be provided in accordance with the terms and conditions of this tariff. The customer is responsible for procuring any additional services that may be necessary to connect the Special Access Services to the customer's designated premises.
- (3) When requested by the customer, and where technically feasible to do so, the Telephone Company will provide encryption capabilities on the Special Access Services used to access DTM. The Telephone Company will specify any equipment or software required to provide encryption. Obtaining such equipment or software is the responsibility of the customer. The customer is also responsible for:
 - (i) security of any equipment, servers, systems, or other facilities provided by the customer and which have access to the DTM network; and
 - (ii) monitoring access to the DTM service using the facilities, systems, equipment, or servers provided by the customers.
- (4) DTM is only provided when the Telephone Company provides all the nodes on the ring. DTM is not available on partial ring configurations.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(K) Optional Features (Cont'd)

(2) Direct TL1 Monitoring Optional Feature (DTM) (Cont'd)

(c) Terms and Conditions (Cont'd)

- (5) The monthly recurring charges for DTM are provided under a term plan of 3 years, 5 years, or 7 years. The duration of the term plan for DTM must be the same duration as the term plan for the DSR nodes.
- (6) The expiration date of each DTM added subsequent to the initial installation must be coterminous to the expiration date of the associated DSR service, provided that the addition of DTM is prior to the 21st month for a 3-year plan, prior to the 36th month for a 5-year plan, or prior to the 50th month for a 7-Year plan. A DTM added after the aforementioned periods requires extension of the commitment period for the associated DSR service in accordance with (I) preceding. Such extension results in the establishment of a new plan that includes both the DSR and DTM under the same plan with the same expiration date.
- (7) Termination liability will apply if DTM is removed prior to completion of the existing commitment period. The terms and conditions in (E) preceding, as applicable, will apply.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes

(A) Monthly Rates, Per Node

(1) Switched Access

<u>Node Type</u>	<u>USOC</u>	<u>3-Year Term</u>	(D)
OC3	SS6C3	\$2,228.00	
OC12/3	SS6V3	3,837.00	
OC12	SS6D3	2,768.00	
Enhanced OC12	SSXA3	4,860.00	
OC48	SS6E3	5,717.00	
Enhanced OC48	SSXB3	10,658.00	
OC192	S8KL3	15,525.00	
Enhanced OC192	SSXC3	16,560.00	
		<u>5-Year Term</u>	(D)
OC3	SS6C5	\$1,290.00	
OC12/3	SS6V5	2,132.00	
OC12	SS6D5	2,050.00	
Enhanced OC12	SSXA5	2,700.00	
OC48	SS6E5	4,235.00	
Enhanced OC48	SSXB5	4,604.00	
OC192	S8KL5	11,500.00	
Enhanced OC192	SSXC5	9,200.00	
		<u>7-Year Term</u>	(D)
OC3	SS6C7	\$1,186.00	
OC12/3	SS6V7	1,918.00	
OC12	SS6D7	1,975.00	
Enhanced OC12	SSXA7	2,430.00	
OC48	SS6E7	4,050.00	
Enhanced OC48	SSXB7	4,143.00	
OC192	S8KL7	10,350.00	
Enhanced OC192	SSXC7	8,280.00	
			(D)

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	SN8A3	SN8A5	SN8A7
N-MSA	\$2,228.00	\$1,290.00	\$1,186.00
Price Band 4	2,228.00	1,290.00	1,186.00
Price Band 5	2,228.00	1,290.00	1,186.00
Price Band 6	2,228.00	1,290.00	1,186.00
Enhanced OC3	SSLD3	SSLD5	SSLD7
N-MSA	2,228.00	1,290.00	1,186.00
OC12/3	SN8D3	SN8D5	SN8D7
N-MSA	3,837.00	2,132.00	1,918.00
Price Band 4	3,837.00	2,132.00	1,918.00
Price Band 5	3,837.00	2,132.00	1,918.00
Price Band 6	3,837.00	2,132.00	1,918.00
OC12	SN8B3	SN8B5	SN8B7
N-MSA	2,768.00	2,050.00	1,975.00
Price Band 4	3,943.00	2,238.00	2,015.00
Price Band 5	3,943.00	2,238.00	2,015.00
Price Band 6	3,943.00	2,238.00	2,015.00
Enhanced OC12	SSLA3	SSLA5	SSLA7
N-MSA	4,860.00	2,700.00	2,430.00
Price Band 4	4,860.00	2,700.00	2,430.00
Price Band 5	4,860.00	2,700.00	2,430.00
Price Band 6	4,860.00	2,700.00	2,430.00
OC48	SN8C3	SN8C5	SN8C7
N-MSA	5,717.00	4,235.00	4,050.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
Enhanced OC48	SSLB3	SSLB5	SSLB7
N-MSA	10,658.00	4,604.00	4,143.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
OC192	S9NL3	S9NL5	S9NL7
N-MSA	15,525.00	11,500.00	10,350.00
Price Band 4	20,700.00	11,500.00	10,350.00
Price Band 5	20,700.00	11,500.00	10,350.00
Price Band 6	20,700.00	11,500.00	10,350.00

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access (Cont'd)

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
Enhanced OC192	SSLC3	SSLC5	SSLC7
N-MSA	\$16,560.00	\$9,200.00	\$8,280.00
Price Band 4	16,560.00	9,200.00	8,280.00
Price Band 5	16,560.00	9,200.00	8,280.00
Price Band 6	16,560.00	9,200.00	8,280.00

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes (Cont'd)

(B) Nonrecurring Charges

(1) Subsequent Installation, Per Node or Port Node

	<u>USOC</u>	<u>Nonrecurring Charge</u>	
(a) Switched Access			(D)
OC3, OC12, OC48, or OC192	NRB4J	\$1,599.00	
(b) Special Access			
OC3, OC12, OC48, or OC192			
N-MSA	NRBSV	1,599.00	
Price Band 4	NRBSV	1,599.00	
Price Band 5	NRBSV	1,599.00	
Price Band 6	NRBSV	1,599.00	

(D)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (cont'd)

(2) Mileage, Per Mile Between Nodes

(a) Switched Access

<u>Ring Type</u>	<u>USOC</u>	<u>3-Year Term</u>	(D)
OC3	1YWAS	\$352.00	
OC12	1YWBS	400.00	
OC48	1YWCS	625.00	
OC192	1YAVS	1,215.00	
		<u>5-Year Term</u>	(D)
OC3	1YWDS	\$235.00	
OC12	1YWES	310.00	
OC48	1YWFS	450.00	
OC192	1YAWS	900.00	
		<u>7-Year Term</u>	(D)
OC3	1YWTS	\$223.00	
OC12	1YWWS	300.00	
OC48	1YW1S	400.00	
OC192	1YAYS	850.00	

(D)

(b) Special Access

<u>Ring Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	1A7AS	1A7DS	1YWSS
N-MSA	\$352.00	\$235.00	\$223.00
Price Band 4	352.00	235.00	223.00
Price Band 5	352.00	235.00	223.00
Price Band 6	352.00	235.00	223.00
OC12	1A7BS	1A7ES	1YWVS
N-MSA	400.00	310.00	300.00
Price Band 4	671.00	359.00	341.00
Price Band 5	671.00	359.00	341.00
Price Band 6	671.00	359.00	341.00
OC48	1A7CS	1A7FS	1YWZS
N-MSA	625.00	450.00	400.00
Price Band 4	1,279.00	639.00	607.00
Price Band 5	1,279.00	639.00	607.00
Price Band 6	1,279.00	639.00	607.00
OC192	1YASS	1YATS	1YAUS
N-MSA	1,215.00	900.00	850.00
Price Band 4	2,559.00	1,279.00	1,215.00
Price Band 5	2,559.00	1,279.00	1,215.00
Price Band 6	2,559.00	1,279.00	1,215.00

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports

(a) Monthly Rates, Per Port

(1) Switched Access

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	(D)
DS1 at OC3				
or OC12/3 Node	S8JAX	S8JA3	S8JA5	
	\$ 28.00	\$ 28.00	\$ 28.00	
DS1 at OC12 Node#	S8LUX	S8LU3	S8LU5	
	28.00	28.00	28.00	
DS1 at OC48 Node#	S8LVX	S8LV3	S8LV5	
	28.00	28.00	28.00	
DS1 at OC192 Node#	S8LWX	S8LW3	S8LW5	
	115.00	115.00	115.00	
DS3 or STS1 at OC3				
or OC12/3 Node	S8JBX	S8JB3	S8JB5	
	115.00	115.00	115.00	
DS3 or STS1				
at OC12 Node	S8JCX	S8JC3	S8JC5	
	115.00	115.00	115.00	
DS3 or STS1				
at OC48 Node	S8JDX	S8JD3	S8JD5	
	115.00	115.00	115.00	
DS3 or STS1				
at OC192 Node	S8JXX	S8JX3	S8JX5	
	115.00	115.00	115.00	
DS3 Transmux				
at OC3#	S8L2X	S8L23	S8L25	
	400.00	400.00	400.00	
DS3 Transmux				
at OC12#	S8LYX	S8LY3	S8LY5	
	400.00	400.00	400.00	
DS3 Transmux				
at OC48#	S8LZX	S8LZ3	S8LZ5	
	400.00	400.00	400.00	
DS3 Transmux				
at OC192#	S8L1X	S8L13	S8L15	
	400.00	400.00	400.00	

Requires an enhanced node.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(1) Switched Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(D)
OC3 at OC12 Node	S8JEX \$250.00	S8JE3 \$250.00	S8JE5 \$250.00	S8JE7 \$ 250.00	
OC3 at OC48 Node	S8JFX 250.00	S8JF3 250.00	S8JF5 250.00	S8JF7 250.00	
OC3 at OC192 Node	S8KEM 250.00	SAKE3 250.00	SAKE5 250.00	S8KE7 250.00	
OC12 at OC48 Node	S8JHX 500.00	S8JH3 500.00	S8JH5 500.00	S8JH7 500.00	
OC12 at OC192 Node	S8KGM 500.00	S8KG3 500.00	S8KG5 500.00	S8KG7 500.00	
OC48 at OC192 Node	S8KJM 1,200.00	S8KJ3 1,200.00	S8KJ5 1,200.00	S8KJ7 1,200.00	

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan.

(D)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access

Port Type	USOC/M-to-M	USOC/3-Year Term	USOC/5-Year Term
DS1 at OC3 or OC12/3 Node	SPRAX	SPRA3	SPRA5
N-MSA	\$28.00	\$28.00	\$28.00
Price Band 4	28.00	28.00	28.00
Price Band 5	28.00	28.00	28.00
Price Band 6	28.00	28.00	28.00
DS1 at OC12 Node*	S9QUX	S9QU3	S9QU5
N-MSA	28.00	28.00	28.00
Price Band 4	28.00	28.00	28.00
Price Band 5	28.00	28.00	28.00
Price Band 6	28.00	28.00	28.00
DS1 at OC48 Node*	S9QVX	S9QV3	S9QV5
N-MSA	28.00	28.00	28.00
Price Band 4	28.00	28.00	28.00
Price Band 5	28.00	28.00	28.00
Price Band 6	28.00	28.00	28.00
DS1 at OC192 Node*	S9QWX	S9QW3	S9QW5
N-MSA	28.00	28.00	28.00
Price Band 4	28.00	28.00	28.00
Price Band 5	28.00	28.00	28.00
Price Band 6	28.00	28.00	28.00
DS3 or STS1 at OC3, or OC3/12 Node	SPRBX	SPRB3	SPRB5
N-MSA	115.00	115.00	115.00
Price Band 4	143.00	115.00	115.00
Price Band 5	143.00	115.00	115.00
Price Band 6	143.00	115.00	115.00
DS3 or STS1 at OC12 Node	SPRCX	SPRC3	SPRC5
N-MSA	115.00	115.00	115.00
Price Band 4	115.00	115.00	115.00
Price Band 5	115.00	115.00	115.00
Price Band 6	115.00	115.00	115.00
DS3 or STS1 at OC48 Node	SPRD3	SPRD3	SPRD5
N-MSA	115.00	115.00	115.00
Price Band 4	115.00	115.00	115.00
Price Band 5	115.00	115.00	115.00
Price Band 6	115.00	115.00	115.00
DS3 or STS1 at OC192 Node	SPRXX	SPRX3	SPRX5
N-MSA	115.00	115.00	115.00
Price Band 4	115.00	115.00	115.00
Price Band 5	115.00	115.00	115.00
Price Band 6	115.00	115.00	115.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	
DS3 Transmux at				
OC3 Node*	S9Q2X	S9Q23	S9Q25	
N-MSA	\$400.00	\$400.00	\$400.00	
Price Band 4	400.00	400.00	400.00	(N)
Price Band 5	400.00	400.00	400.00	(N)
Price Band 6	400.00	400.00	400.00	(N)

* Requires an Enhanced Node.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

Port Type	USOC/ M-to-M	USOC/ 3-Year Term	USOC/ 5-Year Term	USOC/ 7-Year Term**
DS3 Transmux at OC12 Node*	S9QYX	S9QY3	S9QY5	
N-MSA	\$400.00	\$400.00	\$400.00	
Price Band 4	400.00	400.00	400.00	
Price Band 5	400.00	400.00	400.00	
Price Band 6	400.00	400.00	400.00	
DS3 Transmux at OC48 Node*	S9QZX	S9QZ3	S9QZ5	
N-MSA	400.00	400.00	400.00	
Price Band 4	400.00	400.00	400.00	
Price Band 5	400.00	400.00	400.00	
Price Band 6	400.00	400.00	400.00	
DS3 Transmux at OC192 Node*	S9Q1X	S9Q13	S9Q15	
N-MSA	400.00	400.00	400.00	
Price Band 4	400.00	400.00	400.00	
Price Band 5	400.00	400.00	400.00	
Price Band 6	400.00	400.00	400.00	
OC3 at OC12 Node	SPREX	SPRE3	SPRE5	SPRE7
N-MSA	250.00	250.00	250.00	\$250.00
Price Band 4	343.00	343.00	343.00	
Price Band 5	343.00	343.00	343.00	
Price Band 6	343.00	343.00	343.00	
OC3 at OC48 Node	SPRFX	SPRF3	SPRF5	SPRF7
N-MSA	250.00	250.00	250.00	250.00
Price Band 4	343.00	343.00	343.00	
Price Band 5	343.00	343.00	343.00	
Price Band 6	343.00	343.00	343.00	
OC3 at OC192 Node	S9NEM	S9NE3	S9NE5	S9NE7
N-MSA	250.00	250.00	250.00	250.00
Price Band 4	343.00	343.00	343.00	
Price Band 5	343.00	343.00	343.00	
Price Band 6	343.00	343.00	343.00	

* Requires an Enhanced Node.

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(T)
OC3c at OC12 Node	SPROX	SPRO3	SPRO5		
N-MSA	\$250.00	\$250.00	\$250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC48 Node	SPRPX	SPRP3	SPRP5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC192Node	S9NFM	S9NF3	S9NF5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC12 at OC48 Node	SPRHX	SPRH3	SPRH5	SPRH7	
N-MSA	500.00	500.00	500.00	\$500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		
OC12 at OC192 Node	S9NGM	S9NG3	S9NG5	S9NG7	
N-MSA	500.00	500.00	500.00	500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(T)
OC12c at OC48 Node	SPRZX	SPRZ3	SPRZ5		
N-MSA	\$500.00	\$500.00	\$500.00		
Price Band 4	514.00	514.00	514.00		
Price Band 5	514.00	514.00	514.00		
Price Band 6	514.00	514.00	514.00		
OC12c at OC192Node	S9NHM	S9NH3	S9NH5		
N-MSA	500.00	500.00	500.00		
Price Band 4	514.00	514.00	514.00		
Price Band 5	514.00	514.00	514.00		
Price Band 6	514.00	514.00	514.00		
OC48 at OC192 Node	S9NJM	S9NJ3	S9NJ5	S9NJ7	
N-MSA	1,200.00	1,200.00	1,200.00	\$1,200.00	
Price Band 4	1,400.00	1,400.00	1,400.00		
Price Band 5	1,400.00	1,400.00	1,400.00		
Price Band 6	1,400.00	1,400.00	1,400.00		
OC48c at OC192 Node	S9NKM	S9NK3	S9NK5		
N-MSA	1,200.00	1,200.00	1,200.00		
Price Band 4	1,200.00	1,200.00	1,200.00		
Price Band 5	1,200.00	1,200.00	1,200.00		
Price Band 6	1,200.00	1,200.00	1,200.00		

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet*			
GigE1 at OC3 Node	S9Q3X	S9Q33	S9Q35
N-MSA	\$230.00	\$230.00	\$230.00
GigE1 at OC12 Node	S9QCX	S9QC3	S9QC5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00
GigE1 at OC48 Node	S9QDX	S9QD3	S9QD5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00
GigE1 at OC192 Node	S9QEX	S9QE3	S9QE5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet* (Cont'd)			
GigE3 at OC12 Node	S9QFX	S9QF3	S9QF5
N-MSA	\$345.00	\$345.00	\$345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE3 at OC48 Node	S9QHX	S9QH3	S9QH5
N-MSA	345.00	345.00	345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE3 at OC192 Node	S9QJX	S9QJ3	S9QJ5
N-MSA	345.00	345.00	345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE6 at OC12 Node	S9QKX	S9QK3	S9QK5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00
GigE6 at OC48 Node	S9QLX	S9QL3	S9QL5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00
GigE6 at OC192 Node	S9QM3	S9QM3	S9QM5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet* (Cont'd)			
GigE9 at OC12 Node	S9QNX	S9QN3	S9QN5
N-MSA	\$535.00	\$535.00	\$535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE9 at OC48 Node	S9QOX	S9QO3	S9QO5
N-MSA	535.00	535.00	535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE9 at OC192 Node	S9QPX	S9QP3	S9QP5
N-MSA	535.00	535.00	535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE12 at OC48 Node	S9QQX	S9QQ3	S9QQ5
N-MSA	645.00	645.00	645.00
Price Band 4	645.00	645.00	645.00
Price Band 5	645.00	645.00	645.00
Price Band 6	645.00	645.00	645.00
GigE12 at OC192 Node	S9QRX	S9QR3	S9QR5
N-MSA	645.00	645.00	645.00
Price Band 4	645.00	645.00	645.00
Price Band 5	645.00	645.00	645.00
Price Band 6	645.00	645.00	645.00
GigE24 at OC48 Node	S9QSX	S9QS3	S9QS5
N-MSA	880.00	880.00	880.00
Price Band 4	880.00	880.00	880.00
Price Band 5	880.00	880.00	880.00
Price Band 6	880.00	880.00	880.00
GigE24 at OC192 Node	S9QTX	S9QT3	S9QT5
N-MSA	880.00	880.00	880.00
Price Band 4	880.00	880.00	880.00
Price Band 5	880.00	880.00	880.00
Price Band 6	880.00	880.00	880.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(3) Storage Interface Ports*

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
1 Gbps Fibre Channel at OC48 Node N-MSA	S9Q4X \$1,000.00	S9Q43 \$1,000.00	S9Q45 \$1,000.00
1 Gbps Fibre Channel at OC192 Node N-MSA	S9Q5X 1,000.00	S9Q53 1,000.00	S9Q55 1,000.00
1 Gbps FICON at OC48 Node N-MSA	S9Q4X 1,000.00	S9Q43 \$1,000.00	S9Q45 1,000.00
1 Gbps FICON at OC192 Node N-MSA	S9Q5X 1,000.00	S9Q53 1,000.00	S9Q55 1,000.00

* Requires enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges

- (1) Initial Installation Charges,
Per Month-to-Month Ports Only
(excluding Storage Interface Ports)

(a) Switched Access

<u>Port Type</u>	<u>Nonrecurring Charge</u>	
	<u>First</u>	<u>Additional</u>
DS1#	\$525.00	\$210.00
DS3, STS1, OC3, or DS3 Transmux#	805.00	343.00
OC12	767.00	327.00
OC48	767.00	327.00

(S) (x)

Requires enhanced node.

(S) (x)

(b) Special Access

OC3		
N-MSA	\$805.00	\$343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
OC3c		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
DS3 or STS1		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(x) Material became effective May 12, 2007 under Transmittal No. 801.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

- (1) Initial Installation Charges,
Per Month-to-Month Ports Only
(excluding Storage Interface Ports) (Cont'd)

(b) Special Access (Cont'd)

<u>Port Type</u>	<u>Nonrecurring Charge</u>	
	<u>First</u>	<u>Additional</u>
DS3 Transmux at OC3 Node#		
N-MSA	\$805.00	\$343.00
Price Band 4	805.00	343.00 (N)
Price Band 5	805.00	343.00 (N)
Price Band 6	805.00	343.00 (N)
DS3 Transmux at OC12 Node#		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
DS3 Transmux at OC48 Node#		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
DS3 Transmux at OC192 Node#		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
DS1#		
N-MSA	525.00	210.00
Price Band 4	525.00	210.00
Price Band 5	525.00	210.00
Price Band 6	525.00	210.00
OC12 or OC12c		
N-MSA	767.00	327.00
Price Band 4	767.00	327.00
Price Band 5	767.00	327.00
Price Band 6	767.00	327.00
OC48 or OC48c		
N-MSA	767.00	327.00
Price Band 4	767.00	327.00
Price Band 5	767.00	327.00
Price Band 6	767.00	327.00
Gigabit Ethernet#		
- Any Gige		
N-MSA	767.00	327.00
Price Band 4	767.00	327.00
Price Band 5	767.00	327.00
Price Band 6	767.00	327.00

Requires an enhanced node.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(2) Subsequent Installation Charges,
All Ports except Storage Interface Ports

(a) Switched Access

Port Type	USOC	Nonrecurring Charge	
		First	Additional
DS1**, DS3, STS1, OC3, OC12, or			
DS3 Transmux	NRB4F	\$1.00	\$0.75
OC48	NRB4N	1.00	0.75

(T)

** Requires enhanced node when provided from an OC12, OC48 or OC192 node.

(T)

(b) Special Access

OC3	NRBSW		
N-MSA		\$1.00	\$0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC3c	NRBS9		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
DS3 or STS1	NRBSX		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
DS3 Transmux#	NRM84		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
DS1*	NRBSY		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

** Requires an enhanced node.

(T)

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(2) Subsequent Installation Charges,
All Ports except Storage Interface Ports (Cont'd)

(b) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>	
		<u>First</u>	<u>Additional</u>
OC12	NRBSZ		
N-MSA		\$1.00	\$0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC12c	NRBSZ		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC48	NRB4L		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC48c	NRB4L		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
Gigabit Ethernet*			
- Any GigE	1CR4B		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(3) Initial and Subsequent Installation Charges: Month-to-Month
Storage Interface Ports only

<u>Port Type</u>	<u>USOC</u>	<u>First</u>	<u>Additional</u>
Storage Interface Ports*			
- 1 Gbps Fibre Channel at OC48 Node N-MSA	S9Q4X	\$767.00	\$327.00
- 1 Gbps Fibre Channel at OC192 Node N-MSA	S9Q5X	767.00	327.00
- 1 Gbps FICON at OC48 Node N-MSA	S9Q4X	767.00	327.00
- 1 Gbps FICON at OC192 Node N-MSA	S9Q5X	767.00	327.00

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features

(a) Customer Service Management
Optional Feature (CSM)

(1) Service Level, per ring

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 1: Network View only		
<u>3-Year</u>		
N-MSA	C7SA3	\$250.00
Price Band 4	C7SA3	250.00
Price Band 5	C7SA3	250.00
Price Band 6	C7SA3	250.00
<u>5-Year</u>		
N-MSA	C7SA5	250.00
Price Band 4	C7SA5	250.00
Price Band 5	C7SA5	250.00
Price Band 6	C7SA5	250.00
<u>7-Year</u>		
N-MSA	C7SA7	250.00
Price Band 4	C7SA7	250.00
Price Band 5	C7SA7	250.00
Price Band 6	C7SA7	250.00

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

(1) Service Level, per ring (Cont'd)

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 2: Network View & Basic Reports		
<u>3-Year</u>		
N-MSA	C7SB3	\$450.00
Price Band 4	C7SB3	450.00
Price Band 5	C7SB3	450.00
Price Band 6	C7SB3	450.00
<u>5-Year</u>		
N-MSA	C7SB5	450.00
Price Band 4	C7SB5	450.00
Price Band 5	C7SB5	450.00
Price Band 6	C7SB5	450.00
<u>7-Year</u>		
N-MSA	C7SB7	450.00
Price Band 4	C7SB7	450.00
Price Band 5	C7SB7	450.00
Price Band 6	C7SB7	450.00
Customized Reports	(NOTE)	ICB

NOTE USOC to be assigned with the associated ICB.

Service availability limited. Refer to # footnote on Page 23-1.

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23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

(1) Service Level, per ring (Cont'd)

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 3: Network View, Basic Reports, & Reconfiguration		
<u>3-Year</u>		
N-MSA	C7SC3	\$850.00
Price Band 4	C7SC3	850.00
Price Band 5	C7SC3	850.00
Price Band 6	C7SC3	850.00
<u>5-Year</u>		
N-MSA	C7SC5	850.00
Price Band 4	C7SC5	850.00
Price Band 5	C7SC5	850.00
Price Band 6	C7SC5	850.00
<u>7-Year</u>		
N-MSA	C7SC7	850.00
Price Band 4	C7SC7	850.00
Price Band 5	C7SC7	850.00
Price Band 6	C7SC7	850.00

Customized Reports	(NOTE)	ICB
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NOTE USOC to be assigned with the associated ICB.

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(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

- (2) Preplanned Port, per port Rates and Charges are the same as those set forth in (L) (3) preceding.

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(3) Node Setup, per node on the ring equipped during initial establishment		
N-MSA	NRMHB	\$200.00
Price Band 4	NRMHB	200.00
Price Band 5	NRMHB	200.00
Price Band 6	NRMHB	200.00
(4) Initial CSM Setup, first partition with up to 6 users		
N-MSA	NRMHD	\$500.00
Price Band 4	NRMHD	500.00
Price Band 5	NRMHD	500.00
Price Band 6	NRMHD	500.00
(5) Setup of additional Partition or change in CSM Service Level, each		
N-MSA	NRMHE	\$500.00
Price Band 4	NRMHE	500.00
Price Band 5	NRMHE	500.00
Price Band 6	NRMHE	500.00
(6) Setup of Additional Users, up to 6 additional Users		
N-MSA	NRMHF	\$350.00
Price Band 4	NRMHF	350.00
Price Band 5	NRMHF	350.00
Price Band 6	NRMHF	350.00

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(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(7) Add/Remove Node, per node added to, or removed from, the CSM ring		
N-MSA	NRMHC	\$200.00
Price Band 4	NRMHC	200.00
Price Band 5	NRMHC	200.00
Price Band 6	NRMHC	200.00
(8) Telephone Company performed Reconfiguration, per mapping		
N-MSA	NRMHH	\$300.00
Price Band 4	NRMHH	300.00
Price Band 5	NRMHH	300.00
Price Band 6	NRMHH	300.00
(9) Consultation and Support, each 30 minutes or fraction thereof		
N-MSA	NRMHG	\$100.00
Price Band 4	NRMHG	100.00
Price Band 5	NRMHG	100.00
Price Band 6	NRMHG	100.00

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(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(b) Direct TL1 Monitoring Optional Feature (DTM)

	<u>USOC</u>	<u>Monthly Rate</u>
(1) DTM, per ring		
3 year		
N-MSA	C7SB3	\$450.00
Price Band 4	C7SB3	450.00
Price Band 5	C7SB3	450.00
Price Band 6	C7SB3	450.00
5 year		
N-MSA	C7SB5	450.00
Price Band 4	C7SB5	450.00
Price Band 5	C7SB5	450.00
Price Band 6	C7SB5	450.00
7 year		
N-MSA	C7SB7	450.00
Price Band 4	C7SB7	450.00
Price Band 5	C7SB7	450.00
Price Band 6	C7SB7	450.00
		<u>Nonrecurring Charge</u>
(2) Node Setup, per node on the ring equipped during initial establishment		
N-MSA	NRMHB	\$200.00
Price Band 4	NRMHB	200.00
Price Band 5	NRMHB	200.00
Price Band 6	NRMHB	200.00
(3) Initial DTM Setup		
N-MSA	NRMHD	500.00
Price Band 4	NRMHD	500.00
Price Band 5	NRMHD	500.00
Price Band 6	NRMHD	500.00
(4) Add/Remove Node, per node added to, or removed from, the DTM ring		
N-MSA	NRMHC	200.00
Price Band 4	NRMHC	200.00
Price Band 5	NRMHC	200.00
Price Band 6	NRMHC	200.00
(5) Consultation and Support, each 30 minutes or fraction thereof		
N-MSA	NRMHG	100.00
Price Band 4	NRMHG	100.00
Price Band 5	NRMHG	100.00
Price Band 6	NRMHG	100.00

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(T)

(L) Rates and Charges (Cont'd)

(5) Partial Ring Pass-Through Interface,
- per Interface

	<u>USOC</u>	<u>Monthly Rate</u>
3-Year Term		
OC12	NWUP3	\$4,860.00
OC48	NWUT3	10,658.00
OC192	NWUU3	16,460.00
5-Year Term		
OC12	NWUP5	\$2,700.00
OC48	NWUT5	4,604.00
OC192	NWUU5	9,200.00
7-Year Term		
OC12	NWUP7	\$2,430.00
OC48	NWUT7	4,143.00
OC192	NWUU7	8,280.00

(6) Partial Ring Channel Mapping,
per channel mapped on a partial ring

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
DS1	NRMUF	\$150.00
DS3 or STS1	NRMUG	150.00
OC3	NRMUH	150.00
OC3c	NRMUJ	150.00
OC12	NRMUK	150.00
OC12c	NRMUL	150.00
OC48	NRMUM	150.00
OC48c	NRMUN	150.00
GigE1	NRMUQ	150.00
GigE3	NRMUR	150.00
GigE6	NRMUS	150.00
GigE9	NRMUT	150.00
GigE12	NRMUU	150.00
GigE24	NRMUV	150.00
1 Gbps Fibre Channel	NRMVJ	150.00
1 Gbps FICON	NRMVJ	150.00

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(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)*

(a) Monthly Rates, per APF

(1) Month to Month Billing

(a) Switched Access

<u>APF Type</u>	<u>USOC</u>	<u>Monthly Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJGX	\$ 500.00
- OC3 Channel Extension, each	N7EGX	3,800.00
OC12 APF*		
- OC12 Mileage, per mile	1YJGX	1,000.00
- OC12 Channel Extension, each	N7EGX	7,000.00
OC48 APF*		
- OC48 Mileage, per mile	1YJGX	3,500.00
- OC48 Channel Extension, each	N7EGX	11,000.00

(b) Special Access

<u>APF Type</u>	<u>USOC</u>	<u>Monthly Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ8X	\$ 500.00
- OC3 Channel Extension, each	EOE8X	3,800.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ8X	1,000.00
- OC12 Channel Extension, each	EOE8X	7,000.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ8X	3,500.00
- OC48 Channel Extension, each	EOE8X	11,000.00

* Requires an enhanced node

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(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing

(a) Switched Access

<u>APF Type</u>	<u>USOC</u>	<u>3-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG3	\$ 375.00
- OC3 Channel Extension, each	N7EG3	2,850.00
OC12 APF*		
- OC12 Mileage, per mile	1YJG3	750.00
- OC12 Channel Extension, each	N7EG3	5,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG3	2,625.00
- OC48 Channel Extension, each	N7EG3	7,500.00
		<u>5-Year Term</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG5	\$ 337.50
- OC3 Channel Extension, each	N7EG5	2,565.00
OC12 APF*		
- OC12 Mileage, per mile	1YJG5	675.00
- OC12 Channel Extension, each	N7EG5	4,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG5	2,362.00
- OC48 Channel Extension, each	N7EG5	6,350.50

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(a) Switched Access (Cont'd)

<u>APF Type</u>	<u>USOC</u>	<u>7-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG7	\$ 303.75
- OC3 Channel Extension, each	N7EG7	2,308.50
OC12 APF*		
- OC12 Mileage, per mile	1YJG7	607.50
- OC12 Channel Extension, each	N7EG7	4,050.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG7	2,126.25
- OC48 Channel Extension, each	N7EG7	5,715.00

* Requires an enhanced node

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(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(b) Special Access

<u>APF Type</u>	<u>USOC</u>	<u>3-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ83	\$ 375.00
- OC3 Channel Extension, each	EOE83	2,850.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ83	750.00
- OC12 Channel Extension, each	EOE83	5,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ83	2,625.00
- OC48 Channel Extension, each	EOE83	7,500.00
		<u>5-Year Term</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ85	\$ 337.50
- OC3 Channel Extension, each	EOE85	2,565.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ85	675.00
- OC12 Channel Extension, each	EOE85	4,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ85	2,362.50
- OC48 Channel Extension, each	EOE85	6,350.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(b) Special Access (Cont'd)

<u>APF Type</u>	<u>USOC</u>	<u>7-Year Rate</u>
<u>OC3 APF*</u>		
- OC3 Mileage, per mile	1YJ87	\$ 303.75
- OC3 Channel Extension, each	EOE87	2,308.50
<u>OC12 APF*</u>		
- OC12 Mileage, per mile	1YJ87	607.50
- OC12 Channel Extension, each	EOE87	4,050.00
<u>OC48 APF*</u>		
- OC48 Mileage, per mile	1YJ87	2,126.25
- OC48 Channel Extension, each	EOE87	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(b) Nonrecurring Charges

- (1) APF Mapping Charge,
- per lower capacity channel mapped
between two APFs on the same DSR

(a) Switched Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFMA	\$500.00

(b) Special Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFMA	\$500.00

* Requires an enhanced node

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(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)*

(a) Monthly Rates, per SNF extended

(1) Term Plan Billing

(a) Switched Access

<u>SNF Type</u>	<u>USOC</u>	<u>3-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH3	\$ 375.00
- OC3 Channel Extension, each	N7EH3	2,850.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJH3	750.00
- OC12 Channel Extension, each	N7EH3	5,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH3	2,625.00
- OC48 Channel Extension, each	N7EH3	7,500.00
		<u>5-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH5	\$ 337.50
- OC3 Channel Extension, each	N7EH5	2,565.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJH5	675.00
- OC12 Channel Extension, each	N7EH5	4,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH5	2,362.50
- OC48 Channel Extension, each	N7EH5	6,350.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(a) Switched Access (Cont'd)

<u>SNF Type</u>	<u>USOC</u>	<u>7-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH7	\$ 303.75
- OC3 Channel Extension, each	N7EH7	2,308.50
OC12 SNF*		
- OC12 Mileage, per mile	1YJH7	607.50
- OC12 Channel Extension, each	N7EH7	4,050.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH7	2,126.25
- OC48 Channel Extension, each	N7EH7	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(b) Special Access

<u>SNF Type</u>	<u>USOC</u>	<u>3-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ93	\$ 375.00
- OC3 Channel Extension, each	EOE93	2,850.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJ93	750.00
- OC12 Channel Extension, each	EOE93	5,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ93	2,625.00
- OC48 Channel Extension, each	EOE93	7,500.00
		<u>5-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ95	\$ 337.50
- OC3 Channel Extension, each	EOE95	2,565.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJ95	675.00
- OC12 Channel Extension, each	EOE95	4,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ95	2,362.50
- OC48 Channel Extension, each	EOE95	6,350.00

* Requires an enhanced node

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(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(b) Special Access (Cont'd)

<u>SNF Type</u>	<u>USOC</u>	<u>7-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ97	\$ 303.75
- OC3 Channel Extension, each	EOE97	2,308.50
OC12 SNF*		
- OC12 Mileage, per mile	1YJ97	607.50
- OC12 Channel Extension, each	EOE97	4,050.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ97	2,126.25
- OC48 Channel Extension, each	EOE97	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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(L) Rates and Charges (Cont'd)

(9) Port Nodes*

- Per Port Node

(a) Term Plan Billing

(1) Switched Access

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>3-Year Rate</u>
- OC3 at OC3 Node	S8R13	\$ 600.00
- OC3 at OC12 Node	S8R23	600.00
- OC3 at OC48 Node	S8R33	600.00
- OC3 at OC192 Node	S8R43	600.00
- OC12 at OC12 Node	S8R53	850.00
- OC12 at OC48 Node	S8R63	850.00
- OC12 at OC192 Node	S8R73	850.00
- OC48 at OC48 Node	S8R83	1,800.00
- OC48 at OC192 Node	S8R93	1,800.00
- OC192 at OC192 Node	S8RZ3	4,500.00

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>5-Year Rate</u>
- OC3 at OC3 Node	S8R15	\$ 500.00
- OC3 at OC12 Node	S8R25	500.00
- OC3 at OC48 Node	S8R35	500.00
- OC3 at OC192 Node	S8R45	500.00
- OC12 at OC12 Node	S8R55	750.00
- OC12 at OC48 Node	S8R65	750.00
- OC12 at OC192 Node	S8R75	750.00
- OC48 at OC48 Node	S8R85	1,600.00
- OC48 at OC192 Node	S8R95	1,600.00
- OC192 at OC192 Node	S8RZ5	3,800.00

* Requires an enhanced node

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(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(1) Switched Access (Cont'd)

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>7-Year Rate</u>
- OC3 at OC3 Node	S8R17	\$ 450.00
- OC3 at OC12 Node	S8R27	450.00
- OC3 at OC48 Node	S8R37	450.00
- OC3 at OC192 Node	S8R47	450.00
- OC12 at OC12 Node	S8R57	700.00
- OC12 at OC48 Node	S8R67	700.00
- OC12 at OC192 Node	S8R77	700.00
- OC48 at OC48 Node	S8R87	1,500.00
- OC48 at OC192 Node	S8R97	1,500.00
- OC192 at OC192 Node	S8RZ7	3,000.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(2) Special Access

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>3-Year Rate</u>
- OC3 at OC3 Node	S4N13	\$ 600.00
- OC3 at OC12 Node	S4N23	600.00
- OC3 at OC48 Node	S4N33	600.00
- OC3 at OC192 Node	S4N43	600.00
- OC12 at OC12 Node	S4N53	850.00
- OC12 at OC48 Node	S4N63	850.00
- OC12 at OC192 Node	S4N73	850.00
- OC48 at OC48 Node	S4N83	1,800.00
- OC48 at OC192 Node	S4N93	1,800.00
- OC192 at OC192 Node	S4NZ3	4,500.00

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>5-Year Rate</u>
- OC3 at OC3 Node	S4N15	\$ 500.00
- OC3 at OC12 Node	S4N25	500.00
- OC3 at OC48 Node	S4N35	500.00
- OC3 at OC192 Node	S4N45	500.00
- OC12 at OC12 Node	S4N55	750.00
- OC12 at OC48 Node	S4N65	750.00
- OC12 at OC192 Node	S4N75	750.00
- OC48 at OC48 Node	S4N85	1,600.00
- OC48 at OC192 Node	S4N95	1,600.00
- OC192 at OC192 Node	S4NZ5	3,800.00

* Requires an enhanced node

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(2) Special Access (Cont'd)

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>7-Year Rate</u>
- OC3 at OC3 Node	S4N17	\$ 450.00
- OC3 at OC12 Node	S4N27	450.00
- OC3 at OC48 Node	S4N37	450.00
- OC3 at OC192 Node	S4N47	450.00
- OC12 at OC12 Node	S4N57	700.00
- OC12 at OC48 Node	S4N67	700.00
- OC12 at OC192 Node	S4N77	700.00
- OC48 at OC48 Node	S4N87	1,500.00
- OC48 at OC192 Node	S4N97	1,500.00
- OC192 at OC192 Node	S4NZ7	3,000.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(10) Dual Node Cross-Connect Charge

- Per lower capacity channel provided through two interconnecting nodes in a subtending ring arrangement

(a) Switched Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFSa	\$500.00

(b) Special Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFSa	\$500.00

Service availability limited. Refer to # footnote on Page 23-1.

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ACCESS SERVICE

24. Tariffed Service Components24.1 General

(N)

The Tariffed Service Components offered in this Section 24 are for the exclusive use of customers for connecting to the interstate services provided by the Telephone Company as described in more detail herein.

24.1.1 Shared Network Arrangement

(T) (x)

- (A) A Shared Network Arrangement is a service offering that enables a customer (the "Service User") to connect certain Tariffed Service Components to a Telephone Company provided service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing. Each customer will be billed for those rate elements associated with his own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. (T) (x) (M) (x)

- (B) Under a Shared Network Arrangement, Tariffed Service Components can connect to Telephone Company provided services as specified in the following table: (N)

<u>Tariffed Service Component</u>	<u>Telephone Company provided service</u>
Integrated Optical Service Riders	integrated optical service
DS3 Transmux Port	point to point SONET service

(N)

- (C) When establishing a Tariffed Service Component under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the Service User must provide to the Telephone Company the Connecting Facility Assignment (CFA) of the Host Subscriber. (T) (x) (M)

Upon receipt of a letter of authorization for a Shared Network Arrangement from the Host Subscriber, the Telephone Company will undertake to connect the Service User's Tariffed Service Components to the Host Subscriber's service and to establish and maintain separate billing for the Service User's portion of the service. (M) (T) (T) (M) (x)

- (D) Under the Shared Network Arrangement, the Telephone Company may share with the Host Subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Telephone Company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records. (T) (x) (M) (M) (x)

- (E) Section 7.4.14 preceding contains rate regulations specific to Shared Network Arrangements. (T) (x) (M) (x)

Certain material previously found on this page can now be found on Original Page 24-1.1.

(x) Certain material on this page formerly appeared on Original Page 24-3.

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

- | | | |
|--------|--|-----------------------------|
| 24.2 | <u>Integrated Optical Service Riders</u> | (T) (x) |
| 24.2.1 | <u>General</u> | (T) (x) |
| (A) | Telephone Company provided integrated optical service, which is provided where technically and operationally feasible as determined by the Telephone Company, provides a customer with a single network platform that is capable of converging SONET, Dense Wave Division Multiplexing, and Ethernet technologies. | (M) (x) |
| (B) | An Integrated Optical Service Rider is a service component provided under tariff that allows a lower level signal to be transported only between two points (nodes) on a Telephone Company provided integrated optical service. | |
| (C) | Integrated Optical Service Riders are provided in the following protocols: | |
| (1) | DS1 Special Access - for transmission of isochronous serial data at a rate of 1.544 Mbps. | |
| (2) | DS3 Special Access - for transmission of isochronous serial data at a rate of 44.736 Mbps. | |
| (D) | Integrated Optical Service Riders are only available on a protected basis. A protected rider allows for a single signal from the customer to be duplicated and sent over separate diverse routes (working and protect). | (M) (x) |
| 24.2.2 | <u>Deployment and Availability</u> | (T) (x) |
| (A) | Integrated Optical Service Riders may only be added to an in-service Telephone Company provided integrated optical service. Integrated Optical Service Riders are provided based on negotiated intervals as described in Section 5.2.1(B) preceding. | (T) (x)
(M)
(M) (x) |
| (B) | The customer may establish Integrated Optical Service Riders under a Shared Network Arrangement subject to Section 24.1.1 preceding. | (N)

(N) |

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd) (T)24.2.3 Connection to Other Services (T)

- (A) A High Capacity Special Access DS1/DS3 service may be connected to an in-service Telephone Company provided integrated optical service to be originated or terminated to an integrated optical service customer designated premises node via an Integrated Optical Service DS1/DS3 Rider.
- (B) The High Capacity Special Access Service must be ordered with the same length Commitment Period as the Integrated Optical Service Rider.
- (C) For purposes of administering the regulations and rates contained in this tariff, the portion of the High Capacity Special Access Service which is delivered over the Telephone Company provided integrated optical service is considered to be a High Capacity Special Access service, except as follows: Rates and charges for the High Capacity Special Access service are not applicable to the portion of the service which is delivered over the Telephone Company provided integrated optical service. Rates for the Integrated Optical Service Rider are applicable to the portion of the service which is delivered over the Telephone Company provided integrated optical service.

24.2.4 Responsibility of the Customer (T)

- (A) All Integrated Optical Service Rider signals generated by CPE and delivered to the Telephone Company for multiplexing on to an integrated optical service must meet industry standards and specifications for the underlying protocol. The customer is responsible to perform any error detection and error correction of the data generated by its equipment. The Telephone Company assumes no responsibility for the quality of the signal generated by the customer or any CPE and will deliver the signal to the receiving location in the same format and condition as generated by the customer.

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.2 Integrated Optical Service Riders (Cont'd)

(T)

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd) (T)24.2.5 Conversions (T)

- (A) Customers who wish to convert both points of termination of an existing High Capacity Special Access Service to an Integrated Optical Service Rider may do so without termination liability as long as the capacity of the Integrated Optical Service Rider purchased by the customer is equal to or greater than the capacity of the converted High Capacity Special Access Service.
- (B) Customers who wish to convert one point of termination of an existing High Capacity Special Access Service to an Integrated Optical Service Rider, as specified in Section 24.2.3 preceding, may do so without termination liability. (T)

24.2.6 Application of Rates (T)

- (A) For each Integrated Optical Service Rider, monthly recurring rates apply at the ingress and egress locations (Appearances) on the integrated optical service. Two Appearances (one for ingress and one for egress) apply for an Integrated Optical Service Rider provided in a point to point (node-to-node) configuration.
- (B) When a High Capacity Special Access Service is ordered to connect to a Telephone Company provided integrated optical service as specified in Section 24.2.3 preceding, the Integrated Optical Service Rider rates will be billed to the customer of record for the associated High Capacity Special Access service. (T)

24.2.7 Term Plans (T)

Integrated Optical Service Riders are available on a month-to-month basis and for term plan lengths of two (2) years, three (3) years, five (5) years, or seven (7) years (Commitment Periods).

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd) (T)24.2.8 Expiration of Commitment Period (T)

Upon expiration of any Commitment Period, the Telephone Company will continue to provide Integrated Optical Service Riders on a month-to-month basis, under the prevailing rates of the current term plan, until the customer cancels service or requests a new term plan.

24.2.9 Termination Liability (T)

- (A) Only Integrated Optical Service Riders provided under a term plan (i.e., two (2) years, three (3) years, five (5) years, or seven (7) years) are subject to termination liability if service is disconnected prior to the end of the Commitment Period. Termination liability is calculated as follows:

- (1) If the disconnection occurs during the first year of the Commitment Period, the Minimum Period obligation specified in Section 24.2.10 following applies for the unexpired portion of the first year. Termination liability is calculated at one hundred percent (100%) of the monthly recurring rates for the second year and twenty-five percent (25%) of the monthly recurring rates for the 25th month through the remainder of the Commitment Period, as applicable. (T)
- (2) If the disconnection occurs during the second year of the Commitment Period, termination liability is calculated at one hundred percent (100%) of the monthly recurring rates for the unexpired portion of the second year and twenty-five percent (25%) of the monthly recurring rates for the 25th month through the remainder of the Commitment Period, as applicable.
- (3) If the disconnection occurs after the first two (2) years of the Commitment Period, termination liability is calculated at twenty-five (25%) of the monthly recurring rates from the date of disconnection through the remainder of the Commitment Period.

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd) (T)24.2.9 Termination Liability (Cont'd) (T)

(B) Termination liability will not apply in the following situations:

- (1) An Integrated Optical Service Rider is upgraded to a higher capacity Integrated Optical Service Rider (i.e., DS1 to DS3), and the following conditions are met:
 - (a) The new Integrated Optical Service Rider has an equal or longer Commitment Period than the existing Integrated Optical Service Rider; and
 - (b) All of the locations of the existing Integrated Optical Service Rider and new Integrated Optical Service Rider are the same.

The Customer remains responsible for satisfying any outstanding Minimum Period obligations.

- (2) The customer cancels its term plan in order to establish a new term plan with a Commitment Period that is equal to, or longer than, the term plan being cancelled.

24.2.10 Minimum Period (T)

- (A) If an Integrated Optical Service Rider is disconnected during the Minimum Period, the customer shall pay to the Telephone Company one hundred percent (100%) of the monthly recurring rates from the date of disconnection through the end of the Minimum Period.
- (B) Integrated Optical Service Riders are subject to a one (1) year Minimum Period.

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd)

(T)

24.2.11 Rates and Charges

(T)

(A) Integrated Optical Service Riders

Protected
- Per Appearance

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Rates</u>
DS1			
Month to Month	OREAX		
N-MSA		\$0.00	\$75.00
Price Band 4		0.00	75.00
Price Band 5		0.00	75.00
Price Band 6		0.00	75.00
2-Year Term	OREA2		
N-MSA		0.00	75.00
Price Band 4		0.00	75.00
Price Band 5		0.00	75.00
Price Band 6		0.00	75.00
3-Year Term	OREA3		
N-MSA		0.00	75.00
Price Band 4		0.00	75.00
Price Band 5		0.00	75.00
Price Band 6		0.00	75.00
5-Year Term	OREA5		
N-MSA		0.00	75.00
Price Band 4		0.00	75.00
Price Band 5		0.00	75.00
Price Band 6		0.00	75.00
7-Year Term	OREA7		
N-MSA		0.00	75.00
Price Band 4		0.00	75.00
Price Band 5		0.00	75.00
Price Band 6		0.00	75.00

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd)24.2.11 Rates and Charges (Cont'd)

(A) Integrated Optical Service Riders (Cont'd)

Protected (Cont'd)

- Per Appearance

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Rates</u>	
DS3				
Month to Month	OREAX			
N-MSA		\$0.00	\$150.00	(Z)
Price Band 4		0.00	150.00	
Price Band 5		0.00	150.00	
Price Band 6		0.00	150.00	
2-Year Term	OREA2			
N-MSA		0.00	150.00	
Price Band 4		0.00	150.00	
Price Band 5		0.00	150.00	
Price Band 6		0.00	150.00	
3-Year Term	OREA3			
N-MSA		0.00	150.00	
Price Band 4		0.00	150.00	
Price Band 5		0.00	150.00	
Price Band 6		0.00	150.00	
5-Year Term	OREA5			
N-MSA		0.00	150.00	
Price Band 4		0.00	150.00	
Price Band 5		0.00	150.00	
Price Band 6		0.00	150.00	
7-Year Term	OREA7			
N-MSA		0.00	150.00	
Price Band 4		0.00	150.00	
Price Band 5		0.00	150.00	
Price Band 6		0.00	150.00	(Z)

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.3 Point To Point SONET Service Ports24.3.1 General

Telephone Company provided point to point SONET service is provided where technically and operationally feasible as determined by the Telephone Company and provides a customer with SONET based broadband access transport over the Telephone Company's shared SONET network. The customer has the option to order the service with multiplexing capability from which lesser capacity channels can be derived via ports on the node.

(A) DS3 Transmux Port

The customer has the option to order a DS3 Transmux Port which performs a DS3 to DS1 conversion. The DS3 Transmux Port includes a DS3 Transmux Facility that allows a single DS3 Transmux Port to be associated with up to twenty-eight (28) Special Access DS1 circuits.

(1) The DS3 Transmux Facility aggregates the facilities associated with the DS1 services as part of a higher level DS3 handoff that is dropped from multiplexed point to point SONET service.

(2) The DS3 Transmux Facility provides a two-point channelized facility between a customer designated premises and the DS3 Transmux Port. Such port may be associated with a multiplexing node that is located at a customer designated premises only. Applicable rates and charges for the port apply.

24.3.2 Deployment and Availability

(A) The point to point SONET service DS3 Transmux Port is provided with the service interval applicable to Special Access High Capacity DS3 Service.

(B) The customer may establish point to point SONET service DS3 Transmux Ports under a Shared Network Arrangement subject to Section 24.1.1 preceding.

24.3.3 Connection to Other Services

Special Access High Capacity DS1 Service may be connected to a DS3 Transmux Facility via the multiplexed point to point SONET service facility. The customer must specify the connecting facility assignment (CFA) for both the DS3 Transmux Facility and the multiplexed point to point SONET service facility.

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.3 Point To Point SONET Service Ports (Cont'd)

(N)

24.3.4 Application of Rates and Charges

(A) Application of Port Rates and Charges

(1) Rates and charges apply for each DS3 Transmux Port provided. The rates and charges for the DS3 Transmux Port include the provision of the associated DS3 Transmux Facility.

(2) At the multiplexer (node) associated with the DS3 Transmux Facility of the point to point SONET service, DS1 port rates and charges do not apply to drop individual DS1 channels for termination via the DS3 Transmux Facility at that location.

(3) Rates and charges for Point to Point SONET Service DS3 Transmux Ports are shown in Section 24.3.9(A) following.

(B) Service Guarantee

The point to point SONET service DS3 Transmux Port is covered by the service guarantee set forth in Section 2.7.1.1(B) (11) preceding.

(C) Change in Port Type

A change in port type will be treated as a discontinuance of the existing service and port and installation of a new service and port. All associated nonrecurring charges will apply for the new service and port. A new minimum period will be established for the new service and port. The customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service and port.

24.3.5 Term Plans

(A) The DS3 Transmux Port is offered on a month-to-month basis or under a 3-year or 5-year term. The term for any High Capacity Special Access Services associated with such DS3 Transmux Port must be the same term as the DS3 Transmux Port. For example, if a 3-year term is applicable to the DS3 Transmux Port, the associated High Capacity Special Access Service must have a term of 3 years.

(B) The DS3 Transmux Port is billed to the customer of record for the associated point to point SONET service. The DS1 Ports, if applicable, for the channels derived from the DS3 Transmux Facility are billed to the customer of record for the associated High Capacity Special Access DS1 Services.

(N)

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24. Tariffed Service Components (Cont'd)24.3 Point To Point SONET Service Ports (Cont'd)

(N)

24.3.6 Expiration of Commitment Period

Upon expiration of any Commitment Period, the Telephone Company will continue to provide DS3 Transmux Ports on a month-to-month basis, under the prevailing rates of the current term plan, until the customer cancels service or requests a new term plan.

24.3.7 Termination Liability

DS3 Transmux Ports which are provided under 3-Year or 5-Year term plans are subject to termination liability if service is disconnected prior to the end of the term plan. Termination charges are calculated as follows:

- (A) If the disconnect occurs during the first year of service, termination liability is calculated at one hundred percent (100%) of the monthly charges for the unexpired portion of the first year, and at fifteen percent (15%) of the monthly charges for the remainder of the term plan.
- (B) If the disconnect occurs after the first year of service, termination liability is calculated at fifteen percent (15%) of the monthly charges from the date of disconnection through the remainder of the term plan.

24.3.8 Minimum Period

(A) Month-to-Month Billed Ports

DS3 Transmux Ports which are provided on a month-to-month basis are subject to a one year minimum service period. If service is disconnected during the first year, the minimum period charge is one hundred percent (100%) of the monthly rate from the date of disconnection through the end of the first year.

(B) 3-Year and 5-Year Billed Ports

DS3 Transmux Ports which are provided with a 3-Year or 5-Year term are not subject to a separate minimum service period. Minimum service period charges are recovered through the application of termination liability under Section 24.3.7 preceding.

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24. Tariffed Service Components (Cont'd)24.3 Point To Point SONET Service Ports (Cont'd)24.3.9 Rates and Charges

(A) Ports

DS3 Transmux Ports,
per port (see Note)

	<u>USOC</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Rates</u>	
Month-to-Month	S9QAX			
N-MSA		None	\$115.00	(R)
Price Band 4		None	115.00	
Price Band 5		None	115.00	
Price Band 6		None	115.00	(R)
3-Year	S9QA3			
N-MSA		None	\$115.00	(R)
Price Band 4		None	115.00	
Price Band 5		None	115.00	
Price Band 6		None	115.00	(R)
5-Year	S9QA5			
N-MSA		None	\$115.00	(R)
Price Band 4		None	115.00	
Price Band 5		None	115.00	
Price Band 6		None	115.00	(R)

Note: DS1 ports for High Capacity DS1 Services associated with a DS3 Transmux Port are provided under Section 8.2 preceding.

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ACCESS SERVICE

25. Discount Plans

The following discount plans are available to all customers who purchase the applicable services and meet the requirements for each such discount plan, as set forth in Section 25.1 following for Commitment Discount Plans, 25.2 following for Service Discount Plans, and Section 25.3 following for National Discount Plan.

25.1 Commitment Discount Plans

A Commitment Discount Plan (CDP) provides for the application of a discount to the monthly recurring rates for service(s) included in the CDP based on a Minimum Commitment of channel terminations. For administrative purposes, all services included in CDP are managed as a single plan with separate commitment periods applicable to each service type. Customers may combine certain services together when establishing their commitment levels in accordance with Section 25.1.3 following. Only one (1) CDP is permitted per customer (i.e., one per legal entity).

25.1.1 Availability of a Commitment Discount Plan

- (A) At the customer's request, certain Telephone Company Switched Access Services and Special Access Services as set forth in (E) following are eligible for inclusion in CDP. The types of services included in the CDP are set forth following.
- (B) CDPs for Switched Access Service Direct Trunked Transport are only available in states where Collocated Interconnection as set forth in Section 19 preceding has become operational and either:
 - (1) a total within the state of 100 DS1 equivalent Entrance Facility Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems and remote nodes; or
 - (2) an average of 25 DS1 equivalent Entrance Facility Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.
- (C) Reserved for Future Use (C)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D)

- (1) If a customer subscribed to CDP prior to July 16, 2016, all eligible service types must be included in CDP with the exception of the following: (i) IEF services; (ii) Special Access DS3 High Capacity/44.736 Mbps Services (Special Access DS3 Services) and Special Access DS1 High Capacity/1.544 Mbps Services (Special Access DS1 Services), as set forth in Section 7.2.9 preceding, that are included in the National Discount Plan (NDP) as set forth in Section 25.3 following; and (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. For IEF services, the customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; or (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) and (A)(7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively. (C) (T) (N) | (N)
- (2) If a customer subscribes to CDP on or after July 16, 2016, all eligible service types under the ACNA(s) designated for inclusion in such CDP must be included in CDP with the exception of the following: (i) IEF services; and (ii) Special Access DS3 High Capacity/44.736 Mbps Services (Special Access DS3 Services) and Special Access DS1 High Capacity/1.544 Mbps Services (Special Access DS1 Services), as set forth in Section 7.2.9 preceding, that are included in the National Discount Plan (NDP) as set forth in Section 25.3 following. For IEF services, the customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; or (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) and (A)(7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively. (N) | (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd)

- (E) Except as otherwise permitted herein, separate commitment periods will be established for each of the following service types which are under the CDP. Each service type has one or more rate elements associated with such service type as set forth below.

<u>Service Type</u>	<u>Rate Element Discounted</u>	
Switched Access DS1	DS1 Entrance Facilities	
Direct Trunked Transport	Standard Channel Termination	
	DS1 Channel Mileage	
	Local Transport Multiplexing	
	Optional Feature or BSE	
Switched Access DS3	DS3 Entrance Facilities	
Direct Trunked Transport	Standard Channel Termination	
	DS3 Channel Mileage	
	Local Transport Multiplexing	
	Optional Feature or BSE	
	DS3 Premises Multiplexer*	(N)
DS3 High Capacity/44.736 Mbps Service	Channel Termination	
	Channel Mileage	
	DS3 to DS1 Multiplexing	
	DS3 Premises Multiplexer	(N)
IntelliLight Entrance Facility (IEF) Service	Optical Terminations	
	Electrical Interfaces	

* Applicable only to the Switched Access portion of a Shared Use Special Access DS3 facility utilizing a DS3 Premises Multiplexer as described in Section 5.2.8 and 7.2.9(D) (8) preceding. (N)
(N)
(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd) (T)

(E) (Cont'd)

<u>Service Type</u>	<u>Rate Element Discounted</u>
DS1 High Capacity/ 1.544 Mbps Service	Channel Termination
	Channel Mileage
	DS1 to Voice Multiplexing
	DS1 to Digital Multiplexing
	DS1 to DS0 Multiplexing
	Conversion to Secondary Channel Capability Multiplexing
	DS0 to Subrates Multiplexing
Digital Data Service (DDS)	Channel Termination
	Channel Mileage
Voice Grade Service	Channel Termination
	Channel Mileage

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan

- (A) ACNA(s) Included in CDPs Established Prior to July 16, 2016 (T)
- (1) At the time of subscription to CDP, the subscribing customer must include all of its ACNAs in the CDP plan. The customer also has the option to include the ACNA(s) of one or more Affiliates which it has the right to use (by written authorization from the owner of such ACNA). In this case, the customer's CDP shall include (1) all of the subscribing customer's ACNA(s); and (2) all of the ACNA(s) of the Affiliates that the subscribing customer wishes to include in its CDP. Hereafter, the term "CDP Customer" shall mean collectively the subscribing Customer (as defined in Section 2.6 preceding) and all Affiliates (as defined in Section 2.6 preceding) that are included in the same CDP.
- (2) If, at any time subsequent to the establishment of CDP, the CDP Customer, at its option or as required under this Section 25.1.2(A)(2), adds one or more ACNA(s) to its CDP for one of the following reasons, then all such ACNA(s) of the customer and/or its Affiliate(s), as applicable, shall be added to the customer's CDP, in accordance with the terms set forth in Section 25.1.3(C) following.
- (a) CDP Customer, at its option, may include Affiliate(s) in its CDP that are not currently in the CDP Customer's CDP; or
- (b) CDP Customer has acquired one or more new ACNA(s) and, at its option, wishes to include such ACNA(s) in the CDP Customer's CDP; or (N)
|
(N)
- (c) CDP Customer is required to include ACNA(s) acquired through merger, acquisition, or other transaction that are not currently included in the CDP Customer's CDP only when such ACNAs were already included in a CDP acquired by such merger, acquisition or other transaction. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's CDP or ACNA(s) acquired through merger, acquisition, or other transaction that were not currently included in another CDP. (T)
(C)
|
(C)
(C)
|
(C)
- (3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.
- (4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (A) ACNA(s) Included in CDP Established Prior to July 16, 2016 (T)
(Cont'd)
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to CDP. Assume further that such customer has five (5) Affiliates, but only wishes to include three (3) Affiliates in its CDP at the initial establishment of CDP. Assume also that each of the three (3) included Affiliates have one ACNA (ACNAs LLL, MMM and NNN, respectively). In this case, a single CDP will be established for the CDP Customer that includes the following ACNAs: ABC, LLL, MMM and NNN. Assume further that during year 2 of the CDP commitment period, the CDP Customer decides to include its remaining two (2) Affiliates in its CDP. Then, in accordance with this Section 25.1.2, the CDP Customer will include all of the ACNAs of such Affiliates in the CDP.

Certain material previously found on this page can now be found on Original Page 25-4.3.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (B) ACNA(s) Included in CDP Established On or After July 16, 2016 (N)
- (1) At the time of subscription to CDP, the subscribing customer must designate to the Telephone Company its ACNAs that it wishes to include in the CDP plan. The customer also has the option to include some or all of the ACNA(s) of one or more Affiliates which it has the right to use (by written authorization from the owner of such ACNA). Hereafter, the term "CDP Customer" shall mean collectively the subscribing Customer (as defined in Section 2.6 preceding) and all Affiliates (as defined in Section 2.6 preceding) that are included in the same CDP.
- (2) If, at any time subsequent to the establishment of CDP, the CDP Customer, at its option or as required under this Section 25.1.2(B) (2), adds one or more ACNA(s) to its CDP for one of the following reasons, then the subscribing customer must designate to the Telephone Company those ACNA(s) it wishes to have added to the customer's CDP, in accordance with the terms set forth in Section 25.1.3(C) following.
- (a) CDP Customer, at its option, may include Affiliate(s) in its CDP that are not currently in the CDP Customer's CDP; or
- (b) CDP Customer, at its option, may include ACNA(s) that are not currently in the CDP Customer's CDP; or
- (c) CDP Customer is required to include ACNA(s) acquired through merger, acquisition, or other transaction that is not currently included in the CDP Customer's CDP only when such ACNAs was already included in a CDP acquired by such merger, acquisition or other transaction. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's CDP or ACNA(s) acquired through merger, acquisition, or other transaction that was not currently included in another CDP.
- (3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.
- (4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (C) At any time, a customer subscribing to one (1) or more eligible services has the option of establishing a CDP for such service(s). If a customer establishes a CDP for at least one (1) service type listed in 25.1.1 preceding and subscribes to other services listed in 25.1.1 preceding at any time that a CDP is in effect, the CDP Customer must establish a CDP for such other services that are eligible for inclusion in CDP with the limited exception of the following: (i) IEF services; (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.3 following; or (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. For IEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A) (6) and (A) (7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively. For each service type specified in 25.1.1 preceding, the CDP must include all services of that type (excluding services ordered out of Section 10 or Section 17 preceding) which the Telephone Company provides to the CDP Customer within any of its operating territories. When a given circuit is included in the CDP plan, all eligible rate elements under CDP as set forth in 25.1.1 preceding of that circuit must be included in the CDP plan.
- (D) For service which is provided as part of a Shared Use Arrangement as set forth in Section 5.2.8, the DS1 or DS3 Service will be included in the service plan for the service type which is ordered as the facility to the Hub (e.g., a Switched Access DS1 Service which is ordered as the facility to the Hub will be under the Switched Access DS1 CDP). For purposes of administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

(x) Certain material on this page formerly appeared on Original Page 25-4.1.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (C) When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing term plans (TPPs), under those ACNA(s) included in the CDP, as provided under Sections 6.8.22, 6.8.23, and 6.8.25 for Switched Access Services, Sections 7.2.13, 7.2.15, and 7.4.17 for Special Access Services, Sections 6.8.25(C) (5) and 7.2.15 for IEF, and Section 23.1 for Verizon Dedicated SONET Ring. (T)
- (1) The CDP Customer may continue with any available TPP or Service Discount Plan (SDP) or establish a new TPP/SDP for the following services which are not eligible for inclusion in the CDP. The relevant sections containing the regulations for the TPPs/SDPs for these services are set forth below.
- Digital Video Transport Service (both Hi-Def and 45 Mbps) 7.2.5(F) and (G)
 - Facilities Management Service 6.8.26, 7.2.13
 - IntelliLight® Broadband Transport 8.2(C)
 - IntelliLight® Entrance Facility (when not included in CDP) 6.8.25(C) (5), 7.2.15
 - IntelliLight® Optical Transport Service 6.8.25, 7.2.14
 - IntelliLight® Shared Assurance Network 6.8.25, 7.2.14
 - IntelliLight® Shared Single Path 6.8.25, 7.2.14
 - IntelliLight® Shared Dual Path 6.8.25, 7.2.14
 - LAN Extension Service 7.2.11
 - Serial Component Video Service 7.2.5(E)
 - Supertrunking Video Transport Service 25.2.1
 - Verizon Dedicated SONET Ring 23.1
 - Verizon Optical Networking 7.2.16
 - Video Service Arrangements 7.2.5
 - Any other service not included in 25.1.1 preceding
- (2) For Switched Access or Special Access Services which are eligible for inclusion under the CDP, the TPPs will be cancelled in order to include the service(s) in the CDP. TPP termination liability will not apply to such cancelled plan(s).
- (3) Special Access DS3 Services and Special Access DS1 Services which are included in the NDP as set forth in Section 25.3 following are not eligible for inclusion in the CDP.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(C) (Cont'd)

(4) In order to be eligible for application of discounts on new service types ordered subsequent to the initial establishment of the CDP under an ACNA(s) included in CDP, the CDP Customer must provide written notification to the Telephone Company of any new eligible service types it orders subsequent to the initial establishment of the CDP that are to be included in the CDP. The CDP Customer must establish a commitment level and a commitment period for each new service type. (N)

(a) The effective date of the inclusion of new service types in the CDP, and the application of the discount percentage and/or TPP rates, will be effective as specified following:

(i) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type on or before the twentieth (20th) calendar day of a month, the changes shall begin the first (1st) calendar day of the month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the CDP shall begin with the first bill day of the bill period associated with the CDP Customer's BAN in the month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 6th. Then, the discounts applicable to the new service type under the CDP shall begin on August 11th.

(ii) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type after the twentieth (20th) calendar day of a month, the changes shall begin the 1st calendar day of the second calendar month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the CDP shall begin with the first bill day of the bill period associated with the CDP Customer's BAN in the second month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 30th. Then, discounts applicable to the new service type under the CDP shall begin on September 11th.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(C) (Cont'd)

- (5) The CDP Customer must establish a separate plan (including a commitment level and a commitment period) for each service type specified in 25.1.1 preceding. If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect, the CDP Customer may not establish or maintain a term plan for any services that are eligible for inclusion in CDP with the following limited exceptions: (i) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP; or (ii) IEF services as set forth in the following sentence. If IEF services are included in CDP, the customer may not establish or maintain a term plan for IEF services; however, the CDP Customer may include IEF services in NDP in accordance with the terms set forth in Section 25.3 following; and (ii) Special Access DS3 Services and Special Access DS1 Services included in the NDP.
- (N)
|
(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels

(A) Minimum Commitment Levels

- (1) The CDP requires that a Minimum Commitment of channel terminations be established for the purpose of administering the CDP. The total number of channel terminations shall be calculated using all such in-service channel terminations, which the Telephone Company provides to the CDP Customer under the ACNA(s) included in the CDP in all of its operating territories under this tariff. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Channel Termination rate elements of all services involved. (N)

- (2) The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Channel Termination rate elements of all services involved. The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following equivalent table.

<u>Type of Channel Termination</u>	<u>DS0 Equivalent</u>
STS12 level	8,064
STS3 level	2,016
STS1 level	672
DS3 level	672
DS1 level	24
DDS level	1
Voice Grade level	1

- (3) When the calculation of the Minimum Commitment of DS0s results in a fraction of a DS0, it shall be rounded up to the next whole DS0.
- (4) The customer will not be eligible to participate in CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at time of subscription is less than 336.
- (5) The CDP Customer agrees to establish an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS and/or Voice Grade channel terminations which are in-service under the ACNA(s) included in the CDP at the time of subscription to CDP. For all other services, the CDP Customer agrees to establish an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service under the ACNA(s) included in the CDP at the time of subscription to CDP. For example, at the time of subscribing to CDP, if the CDP Customer has in-service 1,000 DS-0 equivalent DDS channel terminations under the ACNA(s) included in the CDP, then the CDP Customer's initial Minimum Commitment under CDP for DDS service cannot be less than 750 DS-0 equivalent channel terminations. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(A) Minimum Commitment Levels (Cont'd)

- (6) Subject to Section 25.1.2(C)(5) preceding, IntelliLight Entrance Facility (IEF) CDP Customers must combine their IEF terminations with their Switched Access and Special Access DS3 Channel Terminations to establish their commitment level. If a CDP Customer chooses to include IEF in CDP after initially establishing CDP, the DS3 portion of the new commitment level will remain the same. Ninety percent (90%) of the then in-service IEF terminations under the ACNA(s) included in CDP will be added to the DS3 commitment level to create a new combined DS3 and IEF commitment level. When IEF is combined with Special and/or Switched Access Services, and the Special Access Services are subsequently included in NDP (as set forth in Section 25.3 following), the combined commitment level will be reduced in accordance with Section 25.1.8(E)(2)(a) following. (N)
- (7) CDP Customers have the option of combining the following services for the purposes of establishing commitment levels: (a) Switched Access and Special Access DS1 Channel Terminations may be combined into a single commitment level; and (b) Switched Access and Special Access DS3 Channel Terminations may be combined into a single commitment level. Each service that is part of a combined service plan may have different commitment periods and rates for each service. If the CDP Customer chooses to combine IEF terminations with Switched Access and Special Access DS3 Channel Terminations, the CDP Customers must combine its Switched Access and Special Access DS3 Channel Terminations into a combined plan. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.8(E)(2)(a) following.
- (8) If the CDP Customer fails to maintain its Minimum Commitment for DDS and/or Voice Grade service, the CDP Customer may opt to reduce its existing commitment level for DDS and/or Voice Grade service by fifteen percent (15%). The CDP Customer may only exercise this option one (1) time each year. The CDP Customer must notify the Telephone Company of its desire to reduce the existing commitment level within thirty (30) days of receiving the results of the true-up process provided by the Telephone Company in accordance with Section 25.1.7 following.
- (9) The CDP Customer may increase the Minimum Commitment coincident with the results of the true-up process as set forth in Section 25.1.7 following. The increased commitment will apply for the balance of the commitment period or until such time as a subsequent adjustment to the Minimum Commitment is requested or required under the terms of this Section 25.1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(B) Upgrades

- (1) The CDP Customer may upgrade services in accordance with this section. (T)

(a) Upgrade to a Higher Bandwidth/Capacity Service Included in CDP

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service that is also included in CDP. In this case, the Minimum Commitments on the individual service types or combined service types will be adjusted accordingly. Upgrades are subject to the requirements of (B) (2) following. (T)

For example, if DS1 services are upgraded to a DS3 service, the Minimum Commitment for the DS1 services will be reduced by ninety percent (90%) of the total equivalent DS0 count of the DS1(s) involved in the upgrade, and the Minimum Commitment for the DS3 service will be increased by ninety percent (90%) of the total equivalent DS0 count of the DS3(s) being added. (T)

(b) Upgrade to a Higher Bandwidth/Capacity Service Included in NDP

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service, and such upgraded service is then included in NDP as set forth in Section 25.3 following. In this case, the Minimum Commitment on the individual service type or combined service type will be reduced by seventy-five percent (75%) or ninety percent (90%), as applicable, of the equivalent DS0 count associated with the upgraded service(s). Upgrades are subject to the requirements of (B) (2) following. (T)

For example, if the CDP Customer upgrades Digital Data Service to a Special Access DS1 Service, and such Special Access DS1 Service is included in NDP, the commitment level for DDS services will be reduced by seventy-five percent (75%) of the total equivalent DS0 count of the DDS service(s) which are upgraded. (T)

(c) Upgrade to Telephone Company Provided Optical Service (T)

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity Telephone Company provided optical service. In this case, the Minimum Commitment on the individual service type or combined service type will be adjusted. Upgrades are subject to the requirements of (B) (2) following. (T)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(B) Upgrades (Cont'd)

(1) (Cont'd)

(c) Upgrade to Telephone Company Provided Optical Service (Cont'd)

For example, if IEF is upgraded to a Telephone Company provided optical service, the commitment for Switched Access and Special Access DS3 Channel Terminations shall be reduced by ninety percent (90%) of the total equivalent DS0 count of the IEF services involved in the upgrade.

(d) Technology Migration

The customer may disconnect one (1) or more DS1 or DS3 High Capacity Services which are included in its CDP (whether under an individual service type or a combined service type) in order to replace such service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(N)

(N)

(2) Except for Technology Migrations pursuant to (B) (1) (d) preceding, Upgrades are subject to all of the following conditions being met:

(C)

(C)

(a) Both the existing and new services are provided solely by the Telephone Company.

(b) The jurisdiction of the service does not change.

(c) Total bandwidth of the upgraded service is equal to or greater than the total bandwidth of the discontinued service.

(d) Disconnect and new orders must be placed at the same time with due dates that are within ninety (90) days of each other.

(e) The commitment period of the upgraded service meets one of the following requirements:

(1) Upgrade to a Higher Bandwidth/Capacity Service Included in CDP or Upgrade to Telephone Company Provided Optical Service

The commitment period for the upgraded service is equal to or greater than the commitment period for the discontinued service, except when an equal to or greater than commitment period is not available, in which case the service to which the customer is upgrading must be provided under the longest available commitment period.

(2) Upgrade to a Higher Bandwidth/Capacity Service Included in NDP

The commitment period for the Migrated Service is the 5-year term of the NDP.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(B) Upgrades (Cont'd)

(3) No later than thirty (30) days after the Telephone Company provides the results of its true-up process as set forth in Section 25.1.7 following, the CDP Customer must provide written notification to the Telephone Company which includes order number information, including the purchase order number (PON) of the disconnected service and the PON of the new (replacing) service for any upgrade(s) for which written notification had not previously been submitted by CDP Customer, and which upgrade took place since the last true-up.

(4) The effective date used to adjust Minimum Commitment levels for upgraded services is the effective date on which the orders to accomplish the upgrade are completed by the Telephone Company.

(C) Modifications to an Existing CDP

(1) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A) (2) or 25.1.2(B) (2) (N) preceding), and such ACNA(s) is not already included in a different CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C) (4) following; or

(2) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A) (2) or 25.1.2(B) (2) (N) preceding), and such ACNA(s) is already included in another CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C) (5) following.

(3) The CDP Customer must provide the Telephone Company with a list of ACNA(s) that the CDP Customer is adding (as set forth in (C) (1) and (2) preceding). Whether or not the acquired ACNA(s) is already included in a CDP shall determine whether (i) the CDP Customer's CDP is modified to include such acquired ACNA(s); (ii) the CDP Customer's CDP is consolidated with the CDP associated with the acquired ACNA(s); or (iii) a new CDP is established that includes the CDP Customer's existing ACNA(s) and the added ACNA(s).

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

(4) Addition of ACNA(s) to an Existing CDP (C)

Where a CDP Customer seeks to add one or more ACNA(s) to its CDP in accordance with Section 25.1.2(B)(2) or 25.1.3(C)(1) preceding (i.e., addition is optional and such ACNA(s) is not already included in another CDP), the CDP Customer's CDP shall be modified to include the eligible services of such added ACNA(s). (C)
(C)
(T)
(D)
|
(D)

(a) The addition of such ACNA(s), and the application of the terms and conditions applicable under the existing CDP, including the discount percentage and/or TPP rates, will be effective as specified in Section 25.1.8(B)(2) following.

(b) The CDP Customer agrees to add at least seventy-five percent (75%) of the total number of DDS and/or Voice Grade channel terminations, which are in-service for such ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level. For all other services, the CDP Customer agrees to add at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types, which are in-service for such Affiliate ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level.

(c) All eligible service types for such Affiliate(s) ACNA(s) must be included in the existing CDP with the limited exception of IEF services. If IEF services are not included under the existing CDP, and there are IEF services for the Affiliate(s) being added to the existing CDP, the CDP Customer may select from the options specified in Section 25.1.1(D) preceding for its IEF services. If IEF services are included under the existing CDP, then IEF terminations for the ACNA(s) being added to the existing CDP must be combined with their Switched Access and Special Access DS3 channel terminations, as described in Sections 25.1.3(A)(6) and (A)(7) preceding. (T)

(d) No adjustment to prior billing will be made.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)

- | | | |
|------|--|---------|
| (C) | <u>Modifications to an Existing CDP</u> (Cont'd) | (N) |
| (4) | Addition of Affiliate(s) to an Existing CDP (Cont'd) | |
| (e) | The Telephone Company will apply any Renewal Options already granted under the existing CDP to the service types included in the ACNA(s) being added to the existing CDP. When Renewal Options apply under the existing CDP, time in-service credit (TISC) under (f) following will not apply. | |
| (f) | TISC will be granted as specified in (i) or (ii) following, as applicable, subject to all of the terms and conditions described in Section 25.1.8(F) following: | |
| (i) | When a particular service type(s) will be newly established in the CDP due to the addition of ACNA(s), the customer will be granted TISC, subject to Section 25.1.8(F) following for any such service type(s) being converted from a term plan to CDP. However, if Renewal Options apply on the existing CDP, such TISC will be forfeited. | |
| (ii) | When a particular service type(s) has already been established in the existing CDP, the customer will not be granted TISC in accordance with Section 25.1.8(F) following for such service type(s) being converted from a term plan to CDP. However, the Telephone Company will apply the prevailing TISC under the CDP, if any, to such service type(s). |
(N) |

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

(N)

(5) Consolidation of CDPs

Where a CDP Customer seeks to add one or more ACNA(s) to its CDP in accordance with Section 25.1.3(C) (1) preceding (i.e., addition is required and such ACNA(s) is already included in another CDP), the customer who wishes to add the ACNA(s) has the following options to consolidate the CDPs involved:

(a) Surviving CDP Option

Combine the CDP for the existing ACNA(s) with the CDP of the acquired ACNA(s) into a Surviving CDP as set forth in Section 25.1.3(C) (6) following; or

(b) New CDP Option

Establish a new CDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in Section 25.1.3(C) (7) following.

(6) Surviving CDP Option

- (a) This option consolidates the CDP of the existing ACNA(s) with one or more CDP(s) of the acquired ACNA(s). The CDP Customer must specify one CDP to be retained, and such CDP will be deemed the Surviving CDP. All other plans will be cancelled. The Surviving CDP shall be modified to include both the eligible services of the existing ACNA(s) and the acquired ACNA(s).
- (b) A true-up will be conducted on each plan being cancelled to determine any applicable adjustments (shortfall and/or charge up). If such true-up occurs more than thirty (30) days outside of a regularly scheduled true-up, it shall be pro-rated. In this instance, all references to the true-up process under Section 25.1.7 following, and the calculations related thereto, shall refer to a pro-rated true-up. The pro-rated true-up shall include the time, in whole months, between the last regularly scheduled true-up and the cancellation date(s) of the plan(s) being cancelled.
- (c) Termination liability charges as set forth in Section 25.1.9 following will not be applicable to the plans being cancelled.
- (d) The true-up schedule of the Surviving CDP will not change. The true-up schedule(s) of the plan(s) being cancelled will be reset to the schedule of the Surviving CDP, after any applicable pro-rated true-up.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)

- (C) Modifications to an Existing CDP (Cont'd) (N)
- (6) Surviving CDP Option (Cont'd)
- (e) Service Type Has Already Been Established under Surviving CDP
- (i) The commitment period for the individual service type or combined service type under the Surviving CDP will not change. The Minimum Commitment level for each service type or combined service type under the Surviving CDP must be increased by an amount equal to the sum of the individual commitment levels under the plans being cancelled (after the pro-rated true-up specified in (6) (b) preceding).
- (ii) If IEF services were included under the Surviving CDP, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A) (6) preceding.
- (iii) The prevailing Renewal Option under the Surviving CDP, if any, as described in Section 25.1.8(H) following, will not change.
- (iv) The prevailing TISC under the Surviving CDP, if any, as described in Section 25.1.8(F) following, will not change. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)(6) Surviving CDP Option (Cont'd)(f) Service Type Has Not Already Been Established under Surviving CDP

(i) The CDP Customer must choose a commitment period for each individual service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such service type.

(ii) The Minimum Commitment level for each of the new service type(s) being established under the Surviving CDP must be set at an amount equal to the sum of the individual commitment levels under the plan(s) being cancelled (after the pro-rated true-up specified in (6) (b) preceding).

(iii) If the CDP Customer had combined service types under any of the plan(s) being cancelled, and at least one (1) of those combined service type(s) was established as an individual service type in the Surviving CDP, the CDP Customer may establish such combined service types under the Surviving CDP. The Minimum Commitment level for the combined service types must be set at an amount equal to the sum of the individual commitment levels of the applicable combined service types under the plan(s) being cancelled plus the applicable individual service types that were established under the Surviving CDP. The CDP Customer must choose a commitment period for the newly established combined service types. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such combined service types.

(iv) If IEF services were included under one or more of the plans being cancelled, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations for the ACNA(s) included in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A) (6) preceding.

(N)

(N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing CDP (Cont'd)

(N)

(6) Surviving CDP Option (Cont'd)

- (f) Service Type Has Not Already Been Established under
Surviving CDP (Cont'd)

- (v) The expiration date of a service type being newly established under the Surviving CDP will be set as detailed following:

- If the expiration date of a service type is prior to the next scheduled true-up of the Surviving CDP, the customer must extend the commitment period pursuant to Section 25.1.8(D) following; or
- If the expiration date of a service type is on the same date as the scheduled true-up of the Surviving CDP, the expiration date will not change; or
- If the next true-up scheduled for a service type would have occurred prior to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by six minus the amount of time, in months, between the two true-ups and reset the expiration date accordingly; or
- If the next true-up scheduled for a service type would have occurred subsequent to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by the amount of time, in months, between the two true-ups and reset the expiration date accordingly.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)

- (C) Modifications to an Existing CDP (Cont'd) (N)
- (6) Surviving CDP Option (Cont'd)
- (f) Service Type Has Not Already Been Established under Surviving CDP (Cont'd)
- (vi) The customer will be granted the highest applicable Renewal Option, as described in Section 25.1.8(H) following, for each service type, if any, from the CDPs being cancelled.
- (vii) The customer will be granted the highest applicable TISC, as described in Section 25.1.8(F) following, for each service type, if any, from the CDPs being cancelled. However, if Renewal Options apply on the Surviving CDP, no TISC will be granted.
- (g) The effective date of the changes to the Surviving CDP resulting from the modification, and any changes in the application of the discount percentage and/or TPP rates, will be effective as specified following:
- (i) If the CDP Customer requests the Surviving CDP Option on or before the twentieth (20th) calendar day of a month, the Surviving CDP shall begin the first (1st) calendar day of the month following the month in which the CDP Customer requested such Option. Application of discounts under the Surviving CDP shall begin with the first bill day of the bill period associated with the Surviving CDP Customer's BAN in the month following the month in which the CDP Customer requests the Surviving CDP Option. For example, assume a Surviving CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer requests the Surviving CDP Option is July 6th. Then, the discounts under the Surviving CDP shall begin on August 11th.
- (ii) If the CDP Customer requests the Surviving CDP Option after the twentieth (20th) calendar day of a month, the Surviving CDP shall begin the 1st calendar day of the second calendar month following the month in which the requested such Option. Application of discounts under the Surviving CDP shall begin with the first bill day of the bill period associated with the Surviving CDP Customer's BAN in the second month following the month in which the CDP Customer requests the Surviving CDP Option. For example, assume a Surviving CDP Customer's bill period begins on the 11th calendar day of each month. Assume also that the date the CDP Customer requests the Surviving CDP Option is July 30th and discounts under the Surviving CDP shall begin on September 11th. (N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing CDP (Cont'd)

(6) Surviving CDP Option (Cont'd)

(N)

- (h) For an example of the Surviving CDP Option, assume the following:

Customer A's PlanCustomer B's Plan

Established January 2006

Established March 2003

25 DS3s (16,800 equiv. DS0s)

N/A

60 month commitment period

12 months of TISC

Expires January 2011

100 DS1s (2,400 equiv. DS0s)

100 DS1s (2,400 equiv. DS0s)

84 month commitment period

84 month commitment period

6 months of TISC

18 months of TISC

Expires January 2013

Expires March 2010

1,000 DDS II circuits

100 DDS II circuits

60 month commitment period

36 month commitment period

3 months of TISC

N/A

Expires January 2011

Expires March 2006

True-ups in July and January

True-ups in September
and March

Customer A and B merge in August and choose to cancel
Customer A's CDP and to designate Customer B's CDP as the
Surviving CDP. The Surviving CDP would be comprised of:

Surviving Commitment Discount Plan:

25 DS3s (16,800 equiv. DS0s)

60 month commitment period

12 months of TISC

Expires September 2010

200 DS1s (4,800 equiv. DS0s)

84 month commitment period

18 months of TISC

Expires March 2010

1,100 DDS II circuits

36 month commitment period

TISC N/A

Expires March 2006

True-ups in September and March

- (i) If the CDP Customer does not notify the Telephone Company of
its selection prior to completion of the next scheduled
true-up period, the Telephone Company will complete
implementation of Section 25.1.3(C)(7) following, using the
longest commitment period from the plans being cancelled.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

(N)

(7) New CDP Option

This option combines the CDP of the existing ACNA(s) (Plan A) with the CDP(s) of the acquired ACNA(s) (for example, Plans B and C) into a new CDP (Plan D) that includes the ACNAs of Plans A, B and C.

- (a) CDP Customer(s) must, by written notification to the Telephone Company as specified in Section 25.1 preceding, cancel Plans A, B and C and establish a new plan (Plan D).
- (b) A true-up will not be conducted on the plans being cancelled.
- (c) Termination liability charges as set forth in Section 25.1.9 following will not be applicable to the plans being cancelled.
- (d) The CDP Customer is required to include all of the ACNA(s) from the plans being cancelled in Plan D.
- (e) For the new Plan D being established, the CDP Customer must choose a commitment period that is no shorter than the commitment period of any of the plan(s) being cancelled for each service type as set forth in Section 25.1.4 following. The Minimum Commitment level(s) for the service type(s) under Plan D will be equal to the sum of the individual commitment levels, by service type, of the plans being cancelled.
- (f) If TISC existed on at least one service type in one of the plan(s) being cancelled, then TISC will be granted on all service types in Plan D. In order to determine the applicable TISC, use the table set forth following.

<u>Plan D Term</u>	<u>TISC for CDP</u>
2 Years	3 months credit
3 Years	6 months credit
5 Years	12 months credit
7 Years	18 months credit

- (g) Renewal Options on any of the plan(s) being cancelled will not be carried over to Plan D.
- (h) All CDP terms and conditions, including termination liability, will apply to Plan D's commitment period(s).

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels (Cont'd)(D) Sale of Assets

(1) Sale of Telephone Company Operating Territory

(a) In the event of a Telephone Company sale during a CDP commitment period, the following applies:

- (i) In the event the Telephone Company sells all or a portion of its assets in a specific state(s) and ceases to provide associated service(s) currently included under a CDP, the CDP Customer has the option to reduce its Minimum Commitment, by a percentage equal to the customer's actual number of in-service circuits for the ACNA(s) included in CDP in the affected state(s) divided by the total actual number of in-service circuits across all of the operating territories under this tariff for the ACNA(s) included in CDP, for each service type, without application of termination liability or shortfall adjustment due to such reduction. In addition, the CDP Customer will be relieved of its minimum period obligation for those circuits no longer provided by the Telephone Company. The CDP Customer must provide written notification to the Telephone Company of its election to decrease its Minimum Commitment prior to completion of the next scheduled true-up period. The decreased Minimum Commitment will apply from the date of the sale through the balance of the commitment period or until such time as a subsequent adjustment to the Minimum Commitment is requested or required. (N) (N) (N) (N)
- (ii) For example, assume that a CDP Customer has a Minimum Commitment of fifteen (15) DS3 High Capacity Services (i.e., 10,080 equivalent DS0s) for the ACNA(s) included in CDP. Further, assume that the CDP Customer has seventeen (17) in-service DS3 High Capacity Services for the ACNA(s) included in CDP across all of the operating territories under this tariff, five (5) of which are in Maryland. The Telephone Company sells its assets in Maryland where the CDP Customer has five (5) DS3s (i.e., 3,360 equivalent DS0s). The CDP Customer's DS3 Minimum Commitment will be reduced by 5/17 of the total 10,080 equivalent DS0s, or 2,965 DS0s (i.e., 5 Maryland DS3s/17 total DS3s = 29.41176% times total 10,080 equivalent DS0s, which equals 2,964.7 DS0s, rounded up to the nearest equivalent DS0, or 2,965). The new reduced Minimum Commitment will be 7,115 equivalent DS0s (i.e., 10,080 - 2,965). (N) | (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.4 Commitment Periods by Service Type

		(M)	(x)
(A)	For each billing month, the Telephone Company will bill service under the CDP as follows:		
(1)	For DDS, Voice Grade, Special Access DS1, and IEF services, the TPP monthly rates shown in Sections 7.5.16, 7.5.3 and 7.5.21 preceding for such services respectively, will apply to the commitment period selected by the CDP Customer from the table below. Such rates may change during the commitment period, subject to the regulations set forth in Section 25.1.6 following.	(M) (T) (M) (T) (M)	 (x)
(2)	For Switched Access DS3 and Special Access DS3 services, a discount percentage as set forth below will be applied to the Base Rates shown in Sections 6.9.1.1 and 7.5.9 preceding for Switched Access and Special Access services, respectively, for the commitment period selected by the CDP Customer from the table below. Base Rates and/or the discount percentage may change during the commitment period, subject to the regulations set forth in Sections 25.1.5 and 25.1.6 following.	(M) (M) (T) (M) (M) (T)	(x) (x)
(3)	For Switched Access DS1 services, a discount percentage as set forth below will be applied to the month-to-month rates shown in Section 6.9.1.1 preceding for the commitment period selected by the CDP Customer from the table below. Month-to-Month rates and/or the discount percentage may change during the commitment period, subject to the regulations set forth in Sections 25.1.5 and 25.1.6 following.	(M) (M) (T) (M) (T) (M)	(x) (x)

(x) Certain material on this page formerly appeared on Original Page 25-9.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.4 Commitment Periods by Service Type (Cont'd)

- (B) Services included in a combined service type may have different commitment periods and rates associated with each individual service type.
- (C) For services provided with Base Rates or month-to-month rates, discount percentages applied will be the discount shown below that is associated with the commitment period of the individual service type. For all other services, the TPP monthly rate will apply.
- (D) TPP monthly rates and discount percentages differ based on the length of the commitment period selected by the CDP Customer and the service type. The CDP Customer must select a commitment period from those offered following. (T)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Rate under CDP</u>
Switched DS1	2 Year	10% off Mo-Mo Rate
	3 Year	20% off Mo-Mo Rate
	5 Year	30% off Mo-Mo Rate
	7 Year	35% off Mo-Mo Rate
Switched DS3	3 Year	10% off Base Rate
	5 Year	35% off Base Rate
Voice Grade Service	3 Year	TPP Rate
	5 Year	TPP Rate
Digital Data Service	2 Year	TPP Rate
	3 Year	TPP Rate
	5 Year	TPP Rate
DS1 High Capacity/ 1.544 Mbps Service	2 Year	TPP Rate
	3 Year	TPP Rate
	5 Year	TPP Rate
	7 Year	TPP Rate
DS3 High Capacity/ 44.736 Mbps Service	3 Year	10% off Base Rate
	5 Year	35% off Base Rate
IntelliLight Entrance Facility (Switched & Special Access)	3 Year	TPP Rate
	5 Year	TPP Rate

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.5 Changes to the Discount Percentage

- (A) For services using discount percentages, the discount percentage set forth above will not be subject to Telephone Company initiated decreases during the commitment period. For example, if the Telephone Company initiates a decrease in the discount percentage for the Switched Access DS3 service type from 35 percent (35%) off Base Rates for a five (5) year term to twenty-five percent (25%) off Base Rates for a five (5) year term, the existing discount percentage of thirty-five percent (35%) will continue to be applied through the balance of the CDP Customer's commitment period. (T)
- (B) For services using discount percentages, the discount percentage is subject to Telephone Company initiated increases during the commitment period. For example, if the Telephone Company initiates an increase in the discount percentage for Switched Access DS3 service type from thirty-five percent (35%) off Base Rates for a five (5) year term to forty percent (40%) off Base Rates for a five (5) year term, the new forty percent (40%) discount will be applied through the balance of the CDP Customer's commitment period. (T)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.6 Changes to the Base Rates/TPP Rates

- (A) If the Telephone Company initiates a decrease in the TPP rates during the commitment period, the decreased rates shall apply to all services under the CDP which bill such TPP rates as set forth above. If the Telephone Company initiates an increase in the TPP rates during the commitment period, the increased rates shall apply to all services under the CDP which bill such TPP rates, subject to the applicable regulations set forth in this tariff, Sections 6.8.22(C)(1), 6.8.23(B)(6), 6.8.25(C)(5)(e), 7.2.15(E), 7.4.13(C), 7.4.17(C), and 7.4.18(C).
- (B) The Base Rates to which the discount percentage is applied under the CDP as set forth above are subject to change over the commitment period selected by the CDP Customer. An increase in the Base Rate will result in an increase to the rates under the CDP for the applicable service type. A decrease in the Base Rate will result in a decrease to the rates under the CDP for the applicable service. In no event will the Base Rate exceed the non-discounted monthly rate for the service.
- (C) In the event the Telephone Company initiates a rate increase and the total discounted monthly billing for the affected service type increases by eight percent (8%) or more, the customer may cancel a CDP for the affected service type without the application of termination liability as set forth in 25.1.9 following. The CDP Customer must exercise its option to cancel the CDP for the affected service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect.

25.1.7 Application of the Discount Percentage or TPP Rates

- (A) The Telephone Company shall apply the discount percentage or TPP rate, as applicable, on a monthly basis during the commitment period to each monthly rate element specified in Section 25.1.1 preceding.
- (1) During any true-up period as set forth below, the customer may exceed its Minimum Commitment by up to fifty-six percent (56%) (i.e., the maximum service level) for DDS and/or Voice Grade services and up to thirty percent (30%) for all other services. In such event, the regulations set forth in Section 25.1.7(D) following shall apply.

For example, assume that a customer has a Minimum Commitment for its DS1 High Capacity service type of 12,000 equivalent DS0s for the ACNA(s) included in CDP, and the customer has in-service as of the applicable true-up period 24,000 equivalent DS0s for said ACNA(s). The maximum service level would be thirty percent (30%) or 15,600 equivalent DS0s which will receive the discount. Amounts in excess of 15,600 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

(N)

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

- (A) (Cont'd)
(1) (Cont'd)

For another example, assume that a CDP Customer has a Minimum Commitment for its DDS service type of fifty (50) equivalent DS0s for the ACNA(s) included in CDP, and the CDP Customer has in-service as of the applicable true-up period one hundred (100) equivalent DS0s for said ACNA(s). The maximum service level would be fifty-six percent (56%) or seventy-eight (78) equivalent DS0s which will receive the discount. Amounts in excess of 78 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following. (N)

- (2) The true-up process for each service type will determine if the CDP Customer (1) has not met its Minimum Commitment and is therefore subject to a shortfall adjustment, (2) has met its Minimum Commitment and no adjustment to the commitment level is necessary, or (3) has met its Minimum Commitment and exceeded its maximum service level. Beginning on month six (6) after the CDP Customer's subscription to CDP and every six (6) months thereafter, the Telephone Company will conduct a true-up which compares the average number of equivalent DS0s actually in service for the ACNA(s) included in CDP over the preceding six (6) months to the average number of equivalent DS0s which comprise the Minimum Commitment. (N)
- (3) For CDP Customers subscribing to CDP on or before December 31, 2004, the first true-up will not occur until twelve (12) months after the CDP Customer subscribes to CDP. Thereafter, true-ups will be conducted on a six (6) month basis. All references to the true-up process and to the calculation thereof shall be deemed to refer to either the initial twelve (12) month true-up (for eligible CDP Customers as set forth in this paragraph) or the six (6) month true-up process, as applicable. During the first true-up for such CDP Customers, all references to six (6) months shall be substituted by twelve (12) months in the calculations set forth below.
- (4) In the event the CDP Customer disputes the amount adjusted by the Telephone Company following the true-up process, the CDP Customer must notify the Telephone Company of the dispute within six (6) months of the adjustment being applied (i.e., prior to the next scheduled true-up).
- (5) For purposes of applying the discount percentage or TPP rates, and administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

- (B) Customer Has Not Met its Minimum Commitment and is Subject to a Shortfall Adjustment

If the CDP Customer fails to maintain its Minimum Commitment for a service type or combined service type over the preceding six (6) months, the CDP Customer shall be assessed a Shortfall Adjustment. There are two methods (i.e., Option 1 or Option 2) of determining and calculating the Shortfall Adjustment. The Telephone Company will calculate the Shortfall Adjustment using both methods and apply the method that produces the lesser Shortfall Adjustment.

(N)
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- (1) Option 1 Shortfall Adjustment Method and Calculation

(N)

The Shortfall Adjustment will be an amount equal to the difference between (1) the average total dollar amount associated with that service type or combined service type over the preceding six (6) months and (2) the average total dollar amount associated with that service type or combined service type which would have been applied over the preceding six (6) months had the Minimum Commitment been satisfied. The Telephone Company will calculate the difference as follows:

(T)
(T)

(Step 1) The Telephone Company will calculate the average number of DS0 equivalent Channel Terminations which were in service over the preceding six (6) months by summing the actual number of DS0 equivalent Channel Terminations for each of the last six (6) months (including any DS0 equivalent Channel Terminations that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.9.4 preceding), adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six (6). The resulting number represents the average equivalent DS0 Channel Terminations per month (i.e., monthly equivalent DS0 count).

(Step 2) The Telephone Company will calculate the average rate assessed per DS0 equivalent by first summing the total monthly charges associated with all channel terminations, channel mileage, multiplexing arrangements, and IEF terminations or IEF interface rate elements for that service type or combined service type over the preceding six (6) months and dividing by six (6). The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment for that service type or combined service type by first summing the Minimum Commitment for each of the preceding six (6) months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six (6). The resulting number represents the average Minimum Commitment for the preceding six (6) months.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

(B) Customer Has Not Met its Minimum Commitment and is Subject to a Shortfall Adjustment (Cont'd)

(1) Option 1 Shortfall Adjustment Method and Calculation (Cont'd) (N)

(Step 4) The Telephone Company will determine the shortfall by subtracting the average number of equivalent DS0s in service as determined in Step 1 from the number of equivalent DS0s which comprise the average Minimum Commitment as determined by Step 3.

(Step 5) To determine the amount due from the CDP Customer, the Telephone Company will multiply the average rate per equivalent DS0 determined in Step 2 by the shortfall determined in Step 4 and multiply the resulting amount by six (6). The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(2) Option 2 Shortfall Adjustment Method and Calculation (N)

The Shortfall Adjustment will be an amount equal to the difference between (1) the actual total dollar Channel Termination revenue associated with each service type or combined service type in each of the six (6) months of the true-up period and (2) the CT Revenue Cap (as defined in Step 1 following) for each service type or combined service type. The Telephone Company will calculate the difference as follows:

(Step 1) The Telephone Company will first determine the monthly channel termination revenue cap by multiplying the total discounted monthly revenues associated with all in-service channel termination and IEF termination rate elements for that service type or combined service type for month one of the CDP by the appropriate Commitment Level percentage (e.g., 90% for DS1 and DS3) (CT Revenue Cap). In the event the Minimum Commitment changes (e.g. as a result of the CDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CT Revenue Cap. The adjusted CT Revenue Cap will be used beginning with the month in which the Minimum Commitment was changed.

(Step 2) The Telephone Company will then determine the actual channel termination revenues by calculating the total discounted monthly revenues associated with all in-service channel termination and IEF termination rate elements for that service type or combined service type for each month of the six (6) month true-up period.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

(B) Customer Has Not Met its Minimum Commitment and is Subject to a Shortfall Adjustment (Cont'd)

- (2) Option 2 Shortfall Adjustment Method and Calculation (Cont'd) (N)
- (Step 3) For each service type or combined service type, and for each month of the six (6) month true-up period, subtract the actual channel termination revenues from the CT Revenue Cap.
- (Step 4) To determine the amount due from the CDP Customer, the Telephone Company will sum the amounts calculated in Step 3 for the six (6) months of the true-up period. If the sum of the amounts calculated in Step 3 is a positive amount, then such amount shall be the amount due for purposes of this Option 2. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill. (N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

(C) Customer has met its Minimum Commitment

If the CDP Customer has satisfied its Minimum Commitment and is below the maximum service level for the preceding six (6) months, no corrective action will be taken.

(D) Customer has met its Minimum Commitment and Exceeded its Maximum Service Level

If the CDP Customer has satisfied its Minimum Commitment for the preceding six (6) months but exceeded its maximum service level, the Telephone Company will apply an adjustment in order to true-up the discount percentages or TPP rates that were applied in excess of that allowed by the maximum service level. The true-up will result in an adjustment (charge up) of the discounted excess amount back to standard, non-discounted rates, unless the CDP Customer elects to increase its Minimum Commitment upward to at least seventy-five percent (75%) for DDS and/or Voice Grade services and ninety percent (90%) for all other service types of the total number of DS0 equivalent Channel Terminations for the ACNA(s) included in CDP for the service type or combined service type involved at the time the true-up was performed. If an adjustment is to be applied, the Telephone Company will calculate the adjustment as follows:

(Step 1) The Telephone Company will calculate the average number of equivalent DS0 Channel Terminations that were in service for the ACNA(s) included in CDP over the preceding six (6) months by summing the actual number of equivalent DS0s for said ACNA(s) for each of the last six (6) months, and dividing the resulting total by six (6). The resulting number represents the average monthly equivalent DS0 Channel Termination count (i.e., monthly equivalent DS0 count.)

(Step 2) The Telephone Company will calculate the average rate assessed per equivalent DS0 by first summing the total reduced monthly charges associated with all channel termination and channel mileage rate elements for the preceding six (6) months and dividing by six (6). The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment by first summing the Minimum Commitment for each of the preceding six (6) months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six (6). The resulting number represents the average Minimum Commitment for the preceding six (6) months.

(Step 4) The Telephone Company will determine the applicable maximum service level by multiplying the Minimum Commitment determined in Step 3 by 1.56 (i.e., the Minimum Commitment plus fifty-six percent (56%)) for DDS and/or Voice Grade services; or by multiplying the Minimum Commitment determined in Step 3 by 1.3 (i.e., the Minimum Commitment plus thirty percent (30%)) for all other services.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

- (D) Customer has met its Minimum Commitment and Exceeded its Maximum Service Level (Cont'd)

(Step 5) The Telephone Company will determine the number of equivalent DS0s that already received a discount over the preceding six (6) months, but were in excess of the maximum service level by subtracting the maximum service level calculated in Step 4 from the average equivalent DS0 Channel Termination count determined in Step 1.

(Step 6) To determine the total dollar amount associated with the equivalent DS0s that received a discount in excess of the maximum service level, the Telephone Company will multiply the excess equivalent DS0 Channel Terminations in Step 5 by the average total rate per DS0 equivalent in Step 2 and multiply the result by six (6).

(Step 7) To determine the non-discounted total dollar amount for the equivalent DS0s which were in excess of the maximum service level, the Telephone Company will recalculate the amount determined in Step 6 back to standard, non-discounted rates as follows. First, the Telephone Company will multiply the average total rate per equivalent DS0 determined in Step 2 by the number of equivalent DS0s which were in excess of the maximum service level in Step 5 and divide the result by the discount factor or equivalent (i.e., one (1) minus the discount percentage or equivalent). The resulting amount is then multiplied by six (6). (T)

The equivalent discount factor can be determined by the percent differential between the month-to-month channel termination rate and the applicable TPP channel termination rate. To obtain the percent differential, subtract the TPP channel termination rate from the month-to-month channel termination rate, and divide the result by the month-to-month channel termination rate. For combined DS3 and IEF services, the equivalent discount factor will be the percent differential between the DS3 month-to-month channel termination rate and the applicable DS3 TPP channel termination rate. For example, a ten percent (10%) discount would result in a calculation of one (1) minus .1 for a discount factor of .9.

(Step 8) To determine the amount due from the CDP Customer, the Telephone Company will subtract the amount paid in Step 6 from the amount owed in Step 7. The resulting amount will be the amount adjusted (charged up) as a result of the true-up process. The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods

The commitment period for each service is the actual number of months for which the CDP will be in effect for such service during which period the percentage discount or TPP rates will be applied.

(A) Selection of a Commitment Period

- (1) When establishing a CDP, the CDP Customer must select a commitment period for each service type included in CDP. Services included in a combined service type may have different commitment periods associated with each individual service type. The commitment period will be the number of months over which the percentage discount or TPP rates associated with that commitment period will apply. The commitment periods and any associated percentage discounts or TPP rates, as applicable, are specified in Section 25.1.4 preceding.
- (2) CDP Customers will have the option of establishing coterminous end dates for DS3 and IEF service types. CDP Customers choosing this option must select a commitment period for the IEF service type equal to the longest commitment period of the CDP Customer's DS3 service type under CDP. The expiration date of the IEF service type under CDP will equal the existing expiration date of the CDP Customer's DS3 service type under CDP with the longest commitment period. CDP Customers who choose this option shall receive the IEF rates associated with the IEF commitment period that matches the longest DS3 commitment period.
- For example, assume that the CDP Customer has Switched Access DS3 service on a 5 year plan and Special Access DS3 service on a 3 year plan, and the CDP Customer wants to include IEF service with a coterminous end date. Assume further that there are 2 years remaining on the Switched Access DS3 commitment period. The CDP Customer must choose the IEF commitment period that is equal to the Switched Access DS3 commitment period that is the longer of the two DS3 commitment periods in this example. The expiration date for the IEF service and the Switched Access DS3 service will be the same (i.e., 2 years from the date of establishment of the IEF plan under CDP). The CDP Customer will receive the TPP rates associated with the 5 year commitment period for IEF service.
- (a) There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth in Section 25.1.10 following shall apply regardless of the end date chosen.

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25. Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(1) The customer must subscribe to CDP by providing the Telephone Company with written notification. (T)
(T)

- (a) If the customer subscribes to CDP on or before the twentieth (20th) calendar day of a month, the CDP commitment period shall begin the first (1st) calendar day of the month following the month in which the customer subscribes to CDP. Application of discounts under the CDP shall begin with the first bill day of the bill period associated with the CDP customer's BAN in the month following the month in which the customer subscribes to CDP. For example, assume a CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the customer subscribes to CDP is July 6th. Then, the CDP commitment period start date is August 1 and discounts under the CDP shall begin on August 11th.

- (b) If the customer subscribes to CDP after the twentieth (20th) calendar day of a month, the CDP commitment period shall begin the 1st calendar day of the second calendar month following the month in which the customer subscribes to CDP. Application of discounts under the CDP shall begin with the first bill day of the bill period associated with the CDP customer's BAN in the second month following the month in which the customer subscribes to CDP. For example, assume a CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the customer subscribes to CDP is July 30th. Then, the CDP commitment period start date is September 1st and discounts under the CDP shall begin on September 11th. (C)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period

- (1) At the expiration (end) of its selected commitment period, the CDP Customer may choose one (1) of the following options:
 - (a) Select any then effective commitment period for the service type involved, including combined service types, to establish a new CDP. All terms and conditions of CDP, including termination liability, shall apply to the new commitment period. Upon establishment of a renewed CDP, eligible CDP Customers may elect the Renewal Option in accordance with Section 25.1.8(H) following. All of the applicable terms and conditions relating to the establishment of a CDP specified in Section 25.1.2 preceding shall apply.
 - (b) Extend the expiring commitment period as set forth in (D) (2) or (D) (3) following (in which case the then current discount percentage or TPP rates and terms and conditions of the existing plan will continue to apply).
 - (c) Discontinue CDP and continue receiving service without any discount plan. With the exception of (i) subscribing Special Access DS3 and DS1 Services to the NDP (as set forth in Section 25.3 following) and (ii) IEF services as described in 25.1.3(A) (6) and (A) (7) preceding, the CDP Customer may not subscribe to any other discount plan (including TPP) if at least one (1) service type remains for the ACNAs included under CDP (i.e., all commitment periods for all service types under CDP have not expired). If the commitment period for a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring. (N)
- (2) If the CDP Customer does not notify the Telephone Company of its choice of (a), (b), or (c) above, in writing at least sixty (60) days prior to the expiration of the commitment period, the Telephone Company will continue two (2) additional months of CDP billing. If the CDP Customer does not notify the Telephone Company of its choice during the two (2) month extension, a new CDP will begin based on the previously effective commitment period. The commitment level will be reset according to Section 25.1.3(A) preceding. The new CDP established under this Section (C) (2) will not include any Renewal Option. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period.
- (3) If all commitment periods for all services under the CDP are expiring, the CDP Customer has the following options: (i) Establish a new CDP for some or all of its ACNA(s); and/or (ii) Select any then effective TPP which may be available for such services; and/or (iii) Select any then effective NDP for some or all of its ACNA(s) for its Special Access DS1 and/or (C)

Certain material previously found on this page can now be found on 2nd Revised Page 25-20.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(C) Expiration of a Commitment Period (Cont'd)

(3) (Cont'd)

DS3 Services; and/or (iv) Select any then effective term plan as set forth in Section 7.2.15 for IEF; and/or (v) Continue receiving service without a discount plan; and/or (vi) Discontinue service. Upon establishment of a renewed CDP, eligible customers may elect the Renewal Option in accordance with Section 25.3.14(C) following.

(C) (x)
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| |
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| |
(C) (x)

(D) Extension of a Commitment Period(1) Select New CDP with Equal or Longer Commitment Period

(a) At any time prior to the expiration of the selected commitment period for an existing CDP, the CDP Customer may extend the commitment period by canceling the existing plan and selecting a new plan with a commitment period which is equal to or longer than the original commitment period associated with the cancelled plan. The CDP Customer must choose from the commitment periods available for each service type as set forth in Section 25.1.4 preceding.

(b) If the CDP Customer chooses to extend the expiration date for DDS and/or Voice Grade service pursuant to this Section D(1), the new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of then in service channel terminations for DDS and/or Voice Grade service for the ACNA(s) included in CDP. For all other service types, the new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type for the ACNA(s) included in CDP.

(N)
(N)
(N)

(c) If the CDP Customer chooses to extend the expiration date for one (1) or both of the service types offered under a combined service type, the new Minimum Commitment level will be the higher of (1) the then existing commitment level for the combined services; or (2) ninety percent (90%) of the total number of in service channel terminations for the combined service type for the ACNA(s) included in CDP.

(N)

(d) Termination liability charges as set forth in Section 25.1.9 following are not applicable when extending the commitment period, provided that the commitment period of the new plan is equal to or longer than the commitment period of the plan being cancelled. Time in service credit is not applicable when extending the commitment period. All CDP terms and conditions, including termination liability, will apply to the new CDP commitment period.

(x) Certain material on this page formerly appeared on 5th Revised Page 25-19.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(D) Extension of a Commitment Period (Cont'd)(2) Extend Expiration Date of Commitment Period (for all services except Combined Service Types which are set forth in (3) following)

- (a) At the expiration of its selected commitment period for a service type that is not part of a combined service type, the CDP Customer has the option to extend the expiration date of the expiring commitment period for a specific service type to a longer commitment period for another customer-subscribed service type under CDP. The CDP Customer shall continue to receive the same TPP rate or discount percentage, as applicable, that it received prior to such extension.

For example, assume that a CDP Customer has a combined service type with a five (5) year commitment for DDS service. Assume also that the longest commitment period the CDP Customer has under CDP is a seven (7) year commitment on Special Access DS1 service with two (2) years remaining on the commitment period for that service. The CDP Customer may extend the expiration of the DDS service commitment period for two (2) additional years at the five (5) year DDS service rates.

- (b) If the CDP Customer chooses to extend the expiration date for DDS and/or Voice Grade service pursuant to this Section D(2), the new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of then in service channel terminations for DDS and/or Voice Grade service for the ACNA(s) included in CDP. For all other service types, the new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type for the ACNA(s) included in CDP.
- (c) TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(D) Extension of a Commitment Period (Cont'd)(3) Extend Expiration Date of Commitment Period for Combined Service Types

At the expiration of the commitment period for a combined service type, the CDP Customer has the following options:

- (a) Extend the expiration date of the expiring commitment period(s) to a longer commitment period for another customer-subscribed service type under CDP. The CDP Customer shall receive the same TPP rate or discount percentage, as applicable, that it received prior to such extension.

For example, assume that a CDP Customer has a combined service type with a five (5) year commitment for Switched Access DS3 service. Assume also that the CDP Customer has a seven (7) year commitment on Special Access DS1 service with two (2) years remaining on the commitment period for that service. The CDP Customer may extend the expiration of the Switched Access DS3 service commitment period for two (2) additional years at the five (5) year Switched Access DS3 service rates.

- (i) If the CDP Customer chooses to extend the expiration date for one (1) or both of the service types offered under a combined service type, the new Minimum Commitment level will be the higher of (1) the then existing commitment level for the combined services; or (2) ninety percent (90%) of the total number of in service channel terminations for the combined service type for the ACNA(s) included in CDP.

(N)

- (ii) TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(D) Extension of a Commitment Period (Cont'd)(3) Extend Expiration Date of Commitment Period for Combined Service Types (Cont'd)

- (b) The CDP Customer may extend the expiration date of the shorter commitment period of a combined service type to the expiration date of the longer commitment period of the other service type that is part of the combined service type. During any such extension period, the CDP Customer is eligible for the higher discount associated with the longer commitment period of the service type that is expiring. The discounts are described in Section 25.1.4 preceding.

For example, assume that a CDP Customer has a combined service type with a five (5) year plan for Switched Access DS1 service (which entitles the customer to thirty percent (30%) discount off month-to-month rates) that is expiring. Assume also that a CDP Customer has a seven (7) year plan for Special Access DS1 service (which entitles the CDP Customer to a seven (7) Year TPP rate) that has two (2) years remaining in the commitment period. The CDP Customer may extend the expiration date of the Switched Access DS1 service by two (2) years to match the expiration date of the Special Access DS1 service. The CDP Customer may also select the seven (7) year discount percentage associated with the Switched Access DS1 service (which entitles the CDP Customer to thirty-five percent (35%) discount off month-to-month rates) for the remaining two (2) years of the commitment period.

- (i) If the CDP Customer chooses to extend the expiration date for one (1) or both of the service types offered under a combined service type, the new Minimum Commitment level will be the higher of (1) the then existing commitment level for the combined services; or (2) ninety percent (90%) of the total number of in service channel terminations for the combined service type for the ACNA(s) included in CDP.

(N)

- (ii) TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(E) Cancellations

- (1) Except as set forth in Sections 25.1.3(C) (6) or (7), 25.1.8(D) (1), and 25.1.6(C) preceding, and in Sections 25.1.8(E) (2) and 25.1.8(H) following, cancellation of a CDP will result in the application of termination liability as set forth in Section 25.1.9 following.

- (2) Cancellation of CDP in Order to Subscribe to NDP

If a CDP Customer cancels a CDP in whole or in part in order to subscribe Special Access DS3 Services and/or Special Access DS1 Services that are currently subscribed to such CDP to NDP, as specified in Section 25.3 following, termination liability under CDP (as set forth in Section 25.1.9 following) will not apply.

- (a) Cancellation Affecting Commitment Periods for Combined Service Types

- (1) The Telephone Company will make the following changes to a CDP if the CDP Customer has a combined service type.

- (a) Where Switched Access DS1 Services and Special Access DS1 Services are under a combined service type, and the Special Access DS1 Services are included in NDP, the commitment level for the remaining Switched Access DS1 Services will be reduced to ninety percent (90%) of the number of Switched Access DS1 Services that remain in the CDP, and the combined service type commitment level will be changed to an individual service type commitment level.

- (b) Where Switched Access DS3 Services and Special Access DS3 Services are under a combined service type that does not include IEF services, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining Switched Access DS3 Services will be reduced to ninety percent (90%) of the number of Switched Access DS3 Services that are in-service for the ACNA(s) included in CDP at the time of such cancellation, and the combined service type commitment level will be changed to an individual service type commitment level.

(N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

(2) Cancellation of CDP in Order to Subscribe to NDP (Cont'd)

(a) Cancellation Affecting Commitment Periods for Combined Service Types (Cont'd)

(1) (Cont'd)

(c) Where Special Access DS3 Services and IEF services are under a combined service type that does not include Switched Access Services, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining IEF services will be reduced to ninety percent (90%) of the number of IEF services are in-service for the ACNA(s) included in CDP at the time of such cancellation, and the combined service type commitment level will be changed to an individual service type commitment level. (N) (N)

(d) Where Switched Access DS3 Services, Special Access DS3 Services, and IEF services are under a combined service type, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining Switched Access DS3 Services and IEF services will be reduced to ninety percent (90%) of the number of Switched Access DS3 Services and IEF services that are in-service at the time of such cancellation as a combined service type for the ACNA(s) included in CDP. (N) (N)

(2) A new commitment level equal to ninety percent (90%) of the services remaining for the ACNA(s) included under CDP in either a combined service type or an individual service type will be established. The new commitment level will be effective for the remainder of the existing commitment period, unless otherwise revised under this Section 25.1. (N)

(3) For example, when a CDP Customer that subscribes to Special Access DS3 Services and Special Access IEF services under CDP, subsequently cancels the CDP for its Special Access DS3 Services in order to move such services to NDP, termination liability will not apply for the Special Access DS3 Services that are moved from the CDP to the NDP. In addition, the commitment level for the Special Access IEF services that remain under CDP will be changed in accordance with Section 25.1.3 preceding to ninety percent (90%) of the in-service quantities of IEF services for the ACNA(s) included in CDP at the time of cancellation of the CDP, and the IEF service shall be converted to an individual service type under the CDP. The commitment level for IEF services will be effective for the remainder of the existing commitment period unless otherwise revised under this Section 25.1. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(F) Time In-Service Credit

- (1) TISC will be granted for each service type being converted from a TPP to the CDP if at least one (1) of the services of the type being converted has been under its TPP for at least two (2) years. (T)
- (2) TISC will be applied to the end of the CDP commitment period. TISC reduces the number of months from the end of the selected commitment period to which termination liability charges are applicable. There will be no change to the CDP commitment period. For example, a commitment period of five (5) years with one (1) year of TISC granted is still a commitment period of five (5) years, however, the CDP Customer will not be subject to termination liability after month forty-eight (48) (i.e., 5 years minus TISC of 1 year = 4 years) if the CDP Customer cancels or terminates the CDP prior to the end of the commitment period. The amount of TISC granted for each eligible service type is determined as follows. (T)
- (3) In order to calculate the applicable TISC, first, determine the amount of time spent under a TPP in the table following. Second, determine the customer's selected CDP commitment period. Third, determine the TISC using the table and criteria set forth below. If the customer selects a CDP commitment period of equal or greater length than the amount of time spent under a TPP, the TISC associated with the Time In-Service for the TPP shall apply. If the customer selects a CDP with a shorter term than the amount of time spent under a TPP, the TISC associated with the CDP term shall apply. (T)

For example, if a customer has service under a TPP for thirty-eight (38) months, but chooses a CDP with a commitment period of only three (3) years (i.e., three (3) year term for CDP is less than the thirty-eight (38) months spent under TPP), the TISC would be six (6) months which is the maximum TISC for a three (3) year CDP commitment period. Alternatively, as an example, if the customer had two (2) years of service under a TPP, but chooses a CDP commitment period for that service type of seven (7) years (i.e., seven (7) year CDP commitment period is longer than the two (2) year time spent under TPP), the TISC would be three (3) months credit, which is the maximum TISC available having satisfied a two (2) year TPP commitment period.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(F) Time In-Service Credit (Cont'd)

<u>Time In-Service for TPP</u>	<u>CDP Term</u>	<u>Time In-Service Credit for CDP</u>	
24 months	2 Years or Longer	3 months credit	
25 to 36 months	3 Years or Longer	6 months credit	
37 to 60 months	5 Years or Longer	12 months credit	
61 months or greater	5 Years	18 months credit	(C)

(G) Nonrecurring Charges

When service is newly installed under a CDP, the channel termination nonrecurring charge that applies is \$1.00, which applies in lieu of any applicable nonrecurring charge specified in Section 6.8 preceding for Switched Access, Section 7.5.16 preceding for Special Access, or Section 7.5.21(C) preceding for IEF. (T)

(H) Renewal Option

- (1) Description - Renewal Option is an option under CDP which allows a CDP Customer to terminate its renewed CDP without the application of termination liability charges if the renewed CDP meets the terms and conditions set forth in this section (H). There will be no change to the CDP commitment period that the customer commits to under CDP. Renewal Option applies to commitment periods by service type. (T)
- (2) Customer Subscription to Renewal Option - Renewal Option must be requested by the CDP Customer by providing written notification to the Telephone Company. (T)
- (3) Eligibility - Renewal Option is available to a CDP Customer who meets either one of the conditions set forth in (H) (3) (a) or (b) following:

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)(3) Eligibility (Cont'd)(a) Customer with a Currently Expiring CDP

Customer must meet all of the requirements set forth in (a)(i) and (a)(ii) following:

(i) Customer completes one of the following:

- (A) A full 5-year or 7-year commitment period (pursuant to Section 25.1.8(C)(1)(a) preceding), including CDP Customers in a coterminous plan (pursuant to Section 25.1.11 following) with actual time spent on plan under this tariff equal to the full commitment period; or (T)
- (B) An extension of a commitment period (pursuant to Sections 25.1.8(D)(2) or (3) preceding) with at least five (5) years actually spent on the plan regardless of the selected commitment period; or (T)
- (C) A coterminous plan established prior to May 10, 2006 with a 5-year or 7-year commitment period (pursuant to Section 25.1.11 following), but with less time spent on the plan than the actual commitment period due to the election of the coterminous option; and (T)

- (ii) The CDP Customer chooses to establish a new CDP commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., CDP Customer renews its existing 5-year commitment period for a new 5-year or 7-year commitment period, or CDP Customer renews its existing 7-year commitment period for a new 7-year commitment period). (T)

- (A) If a CDP Customer completed an extension of a commitment period pursuant to Sections 25.1.8(D)(2) or (3) preceding with at least five (5) years actually spent on the plan, the commitment period of the renewed CDP must be of equal or greater length than the actual time spent by the customer on the prior plan. If the actual time spent by the CDP Customer on the prior plan was between five (5) years and seven (7) years (i.e., time spent was more than 60 months but less than 84 months), the CDP Customer must renew such CDP for a new commitment period of at least five (5) years. (T)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)(3) Eligibility (Cont'd)(a) Customer with a Currently Expiring CDP (Cont'd)

(ii) (Cont'd)

- (B) For example, assume that a CDP Customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. The CDP Customer must renew such CDP for a new commitment period of at least five (5) years. As another example, assume that a CDP Customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six (6) years. The CDP Customer must renew such CDP for a new commitment period of at least five (5) years.

(b) Customer Renewed CDP Within the Last 12 Months

CDP Customer must meet all of the requirements set forth in (b) (i), (b) (ii) and (b) (iii) following:

- (i) The CDP Customer had completed one of the following during the period between May 10, 2005 and May 10, 2006:
- (A) A full 5-year or 7-year commitment period (pursuant to Section 25.1.8(C) (1) (a) preceding); or
- (B) An extension of a commitment period (pursuant to Sections 25.1.8(D) (2) or (3) preceding) with at least five (5) years actually spent on the plan regardless of the selected commitment period; and
- (ii) Upon expiration of such commitment period specified in (b) (1) and during the period between May 10, 2005 and May 10, 2006, the CDP Customer established a renewed CDP commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., CDP Customer renewed its existing 5-year commitment period for a new 5-year or 7-year commitment period, or CDP Customer renewed its existing 7-year commitment period for a new 7-year commitment period).

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)(3) Eligibility (Cont'd)(b) Customer Renewed CDP Within the Last 12 Months (Cont'd)

(ii) (Cont'd)

(A) If a CDP Customer completed an extension of a commitment period pursuant to Sections 25.1.8(D) (2) or (3) with at least five (5) years actually spent on the plan, the commitment period of the renewed CDP must have been of equal or greater length than the actual time spent by the customer on the prior plan. If the actual time spent by the CDP Customer on the prior plan was between five (5) years and seven (7) years (i.e., time spent was more than 60 months but less than 84 months), the CDP Customer must have renewed such CDP for a new commitment period of at least five (5) years. (T)

(B) For example, assume that a CDP Customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five (5) years. The CDP Customer must have renewed such CDP for a new commitment period of at least five (5) years. As another example, assume that a CDP Customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six (6) years. The CDP Customer must have renewed such CDP for a new commitment period of at least five (5) years. (T)

(iii) The CDP Customer must elect Renewal Option no later than July 10, 2006. (T)

(4) Renewal Option Period

(a) The applicable Renewal Option Period granted for each eligible service type is determined as follows:

Expiring CDP Commitment Period (including actual time spent on plan pursuant to 25.1.8(H) (3) (a) (i) or 25.1.8(H) (3) (b) (i)	Renewed (i.e., new) CDP Term	Renewal Option Period
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.8 Commitment Periods (Cont'd)(H) Renewal Option (Cont'd)(4) Renewal Option Period (Cont'd)

- (b) The Renewal Option Period will be applied to the end of the renewed CDP commitment period.

For example, assume that a CDP Customer renews a 7-year commitment period for another 7-year commitment period and elects the Renewal Option. The Telephone Company will grant a Renewal Option Period of twenty-four (24) months to that CDP Customer. The CDP Customer is still subject to a commitment period of seven (7) years; however, termination liability charges as set forth in Section 25.1.9 following will not apply after month sixty (60) if the CDP Customer cancels or terminates the CDP prior to the end of the commitment period (i.e., 7-year commitment period (84 months) minus 24 months Renewal Option Period = 60 months, or 5 years). (T)

- (c) When a CDP is cancelled or terminated during the Renewal Option Period, a final true-up will be conducted pursuant to Section 25.1.7 preceding in order to determine any applicable shortfall adjustments. The shortfall will be calculated as specified in Section 25.1.7(B) preceding, on a pro-rated basis, for the number of months elapsed since last true-up. No charge ups applicable under Section 25.1.7(D) preceding will be assessed as a result of the final true-up. (T)

- (d) If a CDP is cancelled or terminated during the Renewal Option Period, the CDP Customer will be treated as if it has completed a full commitment period. (T)

For example, assume that a CDP Customer completes a full 7-year commitment period under CDP, renews CDP with a 7-year commitment period and elects the Renewal Option. After completing 5 years and 3 months (i.e., during the Renewal Option Period), the CDP Customer terminates the CDP without termination liability. After such termination, the CDP Customer may renew such CDP for another 7-year commitment period and be eligible for the Renewal Option on the renewed CDP. (T)

- (5) Except as otherwise specified in this Section 25.1.8(H), all terms and conditions of CDP, including establishing an initial minimum commitment period set forth in Section 25.1.3(A) preceding and the bi-annual true-up process set forth in Section 25.1.7 preceding, will apply to the new CDP commitment period during the entire time that such CDP is maintained (i.e., even during the Renewal Option Period). (T)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability

- (A) Termination liability applies to all services included in the CDP
(1) when one or more service types in the CDP are disconnected, cancelled, or terminated prior to the end of the CDP Customer selected commitment period for each such service type; or (T)
when all services in the CDP are disconnected, cancelled, or terminated prior to the end of the CDP Customer selected commitment period. The only exceptions to the foregoing shall be: (T)
- (i) termination by the CDP Customer in accordance with Section 25.1.6(C) preceding for which the CDP Customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the CDP Customer terminates another service type not subject to Section 25.1.6(C) preceding, then the CDP Customer shall be subject to termination liability for the other service types in accordance with this section; or (T)
(T)
- (ii) termination by the CDP Customer in accordance with Section 25.1.8(E) (2) preceding of Special Access DS3 Services and/or Special Access DS1 Services in order to subscribe those services to the NDP, in accordance with Section 25.3 following; or (T)
(T)
- (iii) termination by the CDP Customer in accordance with Renewal Options set forth in Section 25.1.8(H) preceding; or (N)
(N)
- (iv) termination by the CDP Customer in accordance with Section 25.1.8(D) (1) preceding in order to extend the commitment period of the CDP; or (T)
(T)
- (v) termination by the CDP Customer in accordance with Section 25.1.3(C) (6) or (7) preceding in order to consolidate multiple CDPs. (N)
(N)
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.1.10 following. (T)
- (C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge, except for IEF services for which termination liability charges shall be calculated using Option 1 only. The Telephone Company will calculate the charge using both methods, and apply the method that produces the lesser termination liability charge.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) (Cont'd)

(1) Option 1 Termination Liability Charge Method and Calculation

(a) Under Option 1, the termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 25.1.10 following.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Channel Terminations in service for the ACNA(s) included in CDP since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed. (N)

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following:
(A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise Minimum Commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC which may be applicable.

For example, assume the average rate per equivalent DS0 is \$1, the number of DS0s which comprise the Minimum Commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows:

$((\$1 \text{ times } 50\%) \text{ times } 10,000 \text{ DS0 equivalents}) \text{ times } 24 \text{ months} = \$120,000$

(c) The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) (Cont'd)

(2) Option 2 Termination Liability Charge Method and Calculation

- (a) Termination liability under Option 2 will be calculated using either Method A or Method B as set forth following.

Method A: Where the CDP Customer has not maintained the service for the lowest available commitment period offered under CDP for a particular service type (e.g., less than two (2) years for Switched Access DS1 service), the termination liability charge will be the difference between (1) the total dollar amount of the full (non-discounted) monthly rates; and (2) the total dollar amount of the discounted monthly rates for the period of time that the plan was in effect. (T)

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed \$10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after eighteen (18) months. Hence, the CDP Customer's termination liability is calculated in accordance with Method A since the customer has not met any CDP commitment for Switched Access DS1 service. The non-discounted monthly rate is \$14,286. This is calculated using the following equation: (T)

$$\$10,000 \text{ divided by } (1 \text{ minus } .30) = \$14,286$$

The CDP Customer would be charged termination liability of \$77,148, which is the difference between \$14,286 (the non-discounted monthly rate) and \$10,000 (the monthly discounted five (5) year rate) for each of the eighteen (18) months the customer was subscribed to CDP. (T)

$$(\$14,286 \text{ minus } \$10,000) \text{ times } 18 \text{ months} = \$77,148$$

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) (Cont'd)

(2) Option 2 Termination Liability Charge Method and Calculation
(Cont'd)

(a) (Cont'd)

Method B: Where there is a CDP commitment period for the particular service type that is less than or equal to the actual time the service type under CDP has been in effect, the termination liability charge will be the difference between (1) the total dollar amount of the discounted monthly rates resulting from the highest CDP commitment period that could have been satisfied prior to disconnection of service or cancellation of the plan; and (2) the total dollar amount of the discounted monthly rates resulting from the CDP which was selected by the customer for the period of time that the plan was in effect.

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed \$10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after three (3) years. Hence, the CDP Customer's termination liability is calculated in accordance with Method B since the CDP Customer has not met the three (3) year CDP commitment for Switched Access DS1 service. The discount associated with a three (3) year term for Switched Access DS1 service is twenty percent (20%). The non-discounted monthly rate is \$14,286. This is calculated using the following equation:

$$\$10,000 \text{ divided by } (1 \text{ minus } .30) = \$14,286$$

To determine the monthly rate for the three (3) year period the service was in affect, use the following equation

$$\$14,286 \text{ times } (1 \text{ minus } 0.2) = \$11,429$$

The CDP Customer would be charged termination liability of \$51,444, which is the difference between \$11,429 (monthly discounted three (3) year rate) and \$10,000 (monthly discounted five (5) year rate) for each of the three (3) years they were subscribed to CDP.

$$(\$11,429 \text{ minus } \$10,000) \text{ times } 36 \text{ months} = \$51,444$$

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.9 Termination Liability (Cont'd)

(C) (Cont'd)

(2) Option 2 Termination Liability Charge Method and Calculation
(Cont'd)

(b) The above steps will be repeated for each service type included in the CDP plan. Upon determining the total termination liability for all service types under Option 2, the Telephone Company will compare the termination liability charge calculated under Option 2 with the termination liability charge calculated under Option 1, and shall apply the method that produces the lesser termination liability charge. For example, if the termination liability charge under Option 1 were calculated at \$120,000 and the termination liability charge calculated under Option 2 (Method B) was \$51,444; the \$51,444 under Option 2 (Method B) would apply.

(c) For services based on TPP rates, the discount percentage is calculated as one (1) minus the percentage difference between the discounted channel termination rate applied and the month-to-month rate for the channel termination.

(i) Prior to subtracting the percentage difference from the number one (1), the percentage difference shall be converted to a positive (+) number.

For example, assume that the month to month TPP rate for Special Access DS1 service is \$100 and that the discounted TPP rate is \$70. The percentage difference is calculated by the following equation:

$$(70 \text{ minus } 100) \text{ divided by } 100 = -0.3.$$

(ii) To calculate the discount percentage, the percentage discount -0.3 shall be converted to a positive (+) number prior to subtracting it from number one (1). In this example, the calculation of the discount percentage shall be 1 minus (+0.3) which equals 0.7.

Certain material previously found on this page can now be found on Original Page 25-29.1.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Minimum Period

The minimum period for any service provided under the CDP is one (1) year from the date that such service is installed. When a service is disconnected prior to the expiration of the minimum period, the CDP Customer shall be responsible for charges for the balance of the minimum period. The calculation for the Minimum Period Charge will be determined as set forth in Section 5.2.6 preceding. (T)

As an illustrative example, assume that customer establishes a DS1 High Capacity/1.544 Mbps Special Access Service under a term payment plan (TPP) on 1/1/2001. On 1/1/2005, customer establishes a CDP with a five year commitment period for its DS1 High Capacity service type. On 2/1/2005, the CDP Customer disconnects the DS1 High Capacity circuit originally installed on 1/1/2001. Since the service was installed on 1/1/2001, and the disconnection date was 2/1/2005, the minimum period under CDP of one year has been met. Therefore, the CDP Customer is not required to pay any minimum period charges. (T)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.11 Coterminous Plans

- (A) Upon establishment of a new commitment period under CDP under this tariff (excluding any extensions pursuant to Section 25.1.8(D)(2) or (3), a customer will have the option to match the plan's expiration date with the expiration date for each service type offered under a CDP in the Telephone Company's Tariff F.C.C. No. 11, provided that, the selected services are under the same length term plan in both tariffs, and provided further that, there is at least fifty percent (50%) of the time remaining in the CDP term in Tariff F.C.C. No. 11. If the same term plan lengths are not available in both tariffs (e.g., DS3), the selected service must be the longest term plan length available in this tariff. The rates, terms, and conditions associated with each service will be provided pursuant to the tariff from which the service was ordered. (T)
- (B) TISC, when applicable, will be adjusted when the customer elects coterminous plans. The number of months of TISC shall be the difference between (a) the TISC available to the customer on the new CDP under this tariff calculated in accordance with Section 25.1.8(F) preceding; and (b) the number of months or fraction thereof that the new CDP commitment period under this tariff is reduced in order to make that date coterminous with the expiration date of the customer's commitment period under CDP in Tariff F.C.C. No. 11. No TISC will be applied if the difference from the prior sentence (i.e., (a) minus (b)) results in a net TISC that is less than or equal to zero (0). (T)

Example 1:

Assume a customer establishing a seven (7) year CDP under this tariff is eligible to receive eighteen (18) months of TISC for the period of time the service was under a TPP. Assume the customer also has an existing seven (7) year CDP in Tariff F.C.C. No. 11 for the same service type with six (6) years remaining in the seven (7) year commitment period (i.e., one (1) year has elapsed). In order to make the plans coterminous, the customer's new commitment period for this service type under this tariff would be six (6) years (or a reduction of one (1) year from the full commitment period of seven (7) years that the customer would otherwise have subscribed to on a seven (7) year plan). The customer is eligible to make the new plan under this tariff coterminous with the commitment period for the same service type under Tariff F.C.C. No. 11 because the selected services are under the same length term plan in both tariffs (i.e., seven (7) years), and there is at least fifty percent (50%) of the time remaining in the CDP term in Tariff F.C.C. No. 11 (i.e., only one (1) year out of six (6) years have elapsed).

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.11 Coterminous Plans (Cont'd)

(B) (Cont'd)

Example 1 (Cont'd)

In this case, the customer would be eligible for TISC under the new CDP in this tariff of only six (6) months in lieu of the eighteen (18) months of TISC that would have been granted if coterminous expiration dates had not been established (i.e., eighteen (18) months of TISC less one (1) year reduction for the coterminous expiration date equals six (6) months of TISC). (N)

Example 2:

If the customer in Example 1 was only eligible for six (6) months of TISC under this tariff, no TISC would be granted if coterminous expiration dates had been established (i.e., six (6) months of TISC less one (1) year reduction for the coterminous expiration date equals a negative TISC and therefore, no credit is granted). (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan25.2.1 General

- (A) Service Discount Plans are available for the following types of services:
- Basic Video Service (N)
 - Supertrunking Transport Video Service (SVS)
- (B) A customer with one or more services has the option of requesting, at any time, a Service Discount Plan for some or all services of the same type. The services must be billed on the same billing account.
- (1) When requesting a Service Discount Plan, the customer must specify which services are to be included in the Service Discount Plan.
- (2) When requesting any activity set forth in Sections 25.2.4 through Section 25.2.8 following, the customer must specify by circuit identification which services are affected.
- (C) A Service Discount Plan applies to:
- Channel Terminations, Channel Mileage and applicable Optional Features and Functions monthly rates, as set forth in Section 7 preceding
- (D) Service Discount Plans are not applicable to Optional Features and Functions except as specified following. Optional Features and Functions associated with the service will have the same commitment period as the corresponding service. Optional Features and Functions may be added subsequent to the establishment of the service discount plan on the corresponding service, subject to the provisions set forth in 25.2.9 following for Additions of Service.
- (E) The monthly rates for such service are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the commitment period selected by the customer. The customer must specify the number of months selected as the commitment period for its Service Discount Plan.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.1 General (Cont'd)

- (F) The discount percentage is applied to the currently effective monthly rates. Such rates may change during the commitment period, thereby causing an increase or decrease in the rates applicable to the customer. (N)
- (G) The discount percentage will not be subject to Telephone Company initiated decreases during that period. However, if the Telephone Company initiates an increase in the discount percentage during that period, the increased discount will be used to determine the rates applicable to the customer.

25.2.2 Description

- (A) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates

(1) Supertrunking Transport Video Service (SVS)

- Channel Terminations and Channel Mileage

36 months - 59 months	10%
60 months - 83 months	20%
84 months - 119 months	35%
120 months	40%

- Bridging Optional Feature

36 months - 59 months	10%
60 months - 83 months	20%
84 months - 119 months	35%
120 months	40%

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.2 Description (Cont'd)

(A)	Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)	(N)
(2)	Basic Video Service	
-	Channel Terminations and Channel Mileage	
	36 months - 59 months	10%
	60 months - 83 months	20%#
-	Bridging Optional Feature	
	36 months - 59 months	10%
	60 months - 83 months	20%

Not available on Premises to Hub or Premises to Port Channel Terminations. (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.3 Termination Liability

(N)

(A) A termination liability applies during the selected commitment period. Except as set forth in Sections 25.2.4 through 25.2.8 following, if service is disconnected in full or in part prior to the end of the selected commitment period, the customer is liable for a termination liability charge. Further, except as provided in Sections 25.2.9 and 25.2.10 following, when a customer cancels a Service Discount Plan prior to the end of the selected commitment period, the customer is liable for a termination liability charge.

(1) The termination liability charge applies to each service and Optional Feature or Function, or in the case of cancellation of a Service Discount Plan, to each service and Optional Feature or Function which had been included in the cancelled Service Discount Plan.

(2) The termination liability charge is calculated for the applicable Channel Termination, Channel Mileage and Optional Features or Function monthly rates as set forth in 25.2.3 (B) or (C) following. When calculating termination liability charges, the Telephone Company will apply the option that provides the customer with the lowest termination liability charge.

(B) Option 1

(1) For disconnects on or prior to the end of the minimum period and prior to the end of the selected commitment period, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof remaining between the end of the minimum period and the end of the selected commitment period.

(2) For disconnects after the end of the minimum period but prior to the end of the selected commitment period and for cancellations prior to the end of the selected commitment period, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof in the balance of the selected commitment period.

(C) Option 2

(1) For disconnects on or prior to the end of the minimum period and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the period the service has been in effect.

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.3 Termination Liability (Cont'd)

(C) (Cont'd)

(2) For disconnects after the end of the minimum period but prior to the end of the selected commitment period and for cancellations of the Service Discount Plan prior to the end of the selected commitment period, the following applies. (N)

- Where there is no Service Discount Plan commitment period less than the actual time the services have been in effect, the termination liability charge will be the difference between the full monthly rates and the discounted monthly rates for the period the service has been in effect.
- Where there is a Service Discount Plan commitment period less than the actual time the services have been in effect, the termination liability charge will be calculated as follows:

(i) Termination Liability is calculated as the difference between the monthly rates for the highest Service Discount Plan commitment period that could have been satisfied prior to disconnection of the service or cancellation of the plan and the monthly rates for the selected commitment period multiplied by the actual number of months the service has been in effect. For example, if the customer has a 120 month commitment period and disconnects a Supertrunking Video Service after forty months and 5 days, the highest Service Discount Plan commitment period that could have been satisfied is forty months. To determine the termination liability charge, the monthly rate for the 120 month plan is subtracted from the monthly rate for the 40 month plan and the difference is multiplied by the forty months that the service has been in effect. If the monthly rate for the 120 month plan and the monthly rate for the 40 month plan are the same rate, the termination liability charge is zero.

(D) The termination liability charge applies in addition to the applicable minimum period charges. (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.4 Upgrades

(N)

(A) Upgrades include the following types of customer requests:

(1) A request to disconnect Supertrunking Transport Video Service (SVS) in order to replace it with Serial Component Video Service.

(2) A request to upgrade existing Advanced Uncompressed Video Service (AUDVS) may be upgraded to SVS without termination liability.

(B) Termination liability charges do not apply to the preceding requests provided that:

- (1) The orders for the disconnect of the existing services and the connect of the new services are placed with the Telephone Company at the same time; and
- (2) The new services are provided between the same locations as the existing services were provided; and
- (3) The replacing services have a total channel capacity equal to or greater than the total channel capacity of the services being disconnected; and
- (4) The replacing services are provided under a Service Discount Plan for a commitment period equal to or longer than that of the service being disconnected.
- (5) An existing 750 Mhz SVS system may be upgraded to an 870 MHz system without termination liability provided the upgrade term is of equal or greater length than the remainder of the existing 750Mhz term contract. The customer will be required to pay the new rates associated with the 870Mhz service.

25.2.5 Moves

When a customer requests that some or all of its services under a Service Discount Plan be moved to a different building, no termination liability charge applies provided the services remain on the same billing account.

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.6 Replacements

(A) When a customer with existing services under a Service Discount Plan wishes to replace one or more of the service(s) included in that Service Discount Plan with other new or existing service(s) of the same speed or type, as appropriate, for the balance of the commitment period for that Service Discount Plan, no termination liability will apply provided that:

- (1) The orders to accomplish the replacement are placed with the Telephone Company at the same time to be completed at the same time; and
- (2) The number of services included in the Service Discount Plan remains the same. The replacing services may not be equipped with the same Optional Features and Functions as the services they replace. In this case, the appropriate termination liability charges apply to the Optional Features and Functions no longer provided.

25.2.7 Changes

(A) For Supertrunking Transport Video Service (SVS), no termination liability charge applies to the following changes:

- (1) Change in channel interface (i.e., audio bandwidth, audio signal options, number of audio channels).
- (2) Change from two point to multipoint or vice versa provided that the total number of channels under the customer's Service Discount Plan does not decrease.

(B) For Basic Video Service, no termination liability charge applies to the following changes:

- (1) Change in channel interface (i.e., audio bandwidth, audio signal options, number of audio channels).

(N)
|
|
|
(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.8 Cancellations

- (A) In the event the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its service discount plan for the affected service without termination liability as set forth in Section 25.2.3 preceding. The customer must exercise its option to cancel the service discount plan for the affected service within thirty (30) days of the date of the effective rate increase.
- (B) A customer may cancel a Service Discount Plan for Basic Video Service in order to replace it with Hi-Def or 45 Mbps Digital Video Transport Service (DVTS) provided under a term plan, provided that the total dollar amount of the term plan for the DVTS is equal to, or greater than, the total dollar amount remaining in the plan for the service being disconnected. No termination liability charge will apply to such cancellation. (C)
- (C) A customer may cancel a Service Discount Plan for Basic Video Service in order to replace it with Serial Component Video Service (SCVS) provided under a term plan, provided that the total dollar amount of the term plan for the SCVS is equal to, or greater than, the total dollar amount remaining in the plan for the service being disconnected. No termination liability charge will apply to such cancellation.

25.2.9 Additions of Service

- (A) Except as set forth in Section 25.2.9(B) following, when a customer with an existing Service Discount Plan wishes to increase the number of services, it has the following options:
- (1) Subscribe to the additional services under non-discounted rates
 - (2) Subscribe to the additional services under a separate Service Discount Plan at the then effective discount percentage, rates and charges
 - (3) Cancel the existing Service Discount Plan and include both the existing and the additional services under a new Service Discount Plan for a commitment period equal to or longer than the original period. No termination liability charges apply to such cancellation.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.9 Additions of Service

(M)

- (A) Except as set forth in Section 25.2.9(B) following, when a customer with an existing Service Discount Plan wishes to increase the number of services, it has the following options:
- (1) Subscribe to the additional services under non-discounted rates
 - (2) Subscribe to the additional services under a separate Service Discount Plan at the then effective discount percentage, rates and charges
 - (3) Cancel the existing Service Discount Plan and include both the existing and the additional services under a new Service Discount Plan for a commitment period equal to or longer than the original period. No termination liability charges apply to such cancellation.
- (B) A customer with an existing Service Discount Plan wishing to add an Optional Feature or Function to an existing service has the following options:
- (1) Cancel the existing Service Discount Plan for the service and include both the Optional Feature or Function and its corresponding service under a new Service Discount Plan for a commitment period equal to or longer than that of the cancelled plan for the corresponding service. No termination liability charges apply to such cancellation.
 - (2) Subscribe to the Optional Feature or Function under the existing Service Discount Plan for a commitment period equal to the number of months remaining in the commitment period for the corresponding service, if such a commitment period exists for the applicable Optional Feature or Function.

(M)

Certain material on this page formerly appeared on Original Page 25-38.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.2 Service Discount Plan (Cont'd)25.2.10 Extension of Commitment Period

(N)

- (A) A customer may, at any time prior to the expiration of the selected commitment period for an existing Service Discount Plan, change to a Service Discount Plan with a longer commitment period at the then effective discount percentage.
- (1) The existing Service Discount Plan is considered cancelled; however, no termination liability charges will apply for any service extended under the longer commitment period.
- (2) The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change.

25.2.11 Rate Regulations

- (A) Where the Service Discount Plan is requested to be provided coincident with the connection of new service, it will be effective with the establishment of service.
- (B) Where the Service Discount Plan is requested to be provided on existing service, the plan will be effective on the date the Telephone Company receives the Access Order requesting the discount.
- (C) Unless otherwise noted, at the end of its selected commitment period, the customer will have the option of subscribing to any then effective Service Discount Plan.
- (1) If the customer does not notify the Telephone Company of its choice prior to the expiration of the commitment period, the customer's current Service Discount Plan will be renewed upon expiration of the selected period. The renewed plan will have a commitment period equal to that originally selected by the customer and the plan will be considered new.
- (2) If the customer notifies the Telephone Company of its choice within the first sixty (60) days of the date of renewal, the customer may cancel the renewed plan and subscribe to any then effective Service Discount Plan or continue with the renewed plan. If, within the first sixty days of the date of renewal, the customer elects to cancel the renewed plan and subscribe to the service on a month-to-month basis or subscribe to a then effective Service Discount Plan, termination liability will not apply.

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan25.3.1 General

(A) Overview

The National Discount Plan (**NDP**) is an optional discount plan that allows the NDP Customer to aggregate its Qualifying Services on a national basis. The NDP provides discounts on certain rate elements of Qualifying Services. The level of discount received by the NDP Customer corresponds to the NDP Customer's quantities of Qualifying Services, the customer's selection of a Commitment Matrix Option, and the Plan Year. (D)

(B) Specific Terms and References

Unless otherwise defined in this tariff, the following terms are used in this Section 25.3. References to other sections of Section 25.3 are provided for further information on each term.

- (1) **Achieved Discount Tier:** shall mean the Discount Tier (as determined in the Annual True-Up) that the NDP Customer could have achieved during the Annual True-Up Period.
- (2) **ACNA:** shall mean Access Customer Name Abbreviation, as such term is generally understood in the Telecommunications Industry to be the name abbreviation for a purchaser of Special Access Services and Facilities for Interstate Access.
- (3) **Actual Increase:** shall mean a measurement used in calculating the CBB Discount, that measures the difference between (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; and (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.
- (4) **Anniversary Date:** shall mean each twelve (12) month anniversary of the NDP Start Date during the Term.
- (5) **Annual True-Up:** shall mean the true-up conducted by the Telephone Company following the end of each Plan Year during which the Telephone Company shall measure, among other things, whether the NDP Customer has met and/or exceeded the Commitment Level and the Discount Tier for the Annual True-Up Period, as more specifically described in Section 25.3.7 following. A **Final True-Up** shall be conducted in accordance with Section 25.3.14(B) (1) following.

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ACCESS SERVICE

25. Discount Plans (Cont'd)
25.3 National Discount Plan (Cont'd)
25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (6) **Annual True-Up Period:** shall mean the most recent Plan Year that has just been completed for which the Annual True-Up is being conducted.
- (7) **Assigned Discount Tier:** shall mean the applicable Discount Tier that was in effect during an Annual True-Up Period.
- (8) **Average Monthly Rate Per Equivalent DS1 CM:** shall mean the rate as calculated in accordance with Section 25.3.7(C) (2) following.
- (9) **Average Monthly Rate Per Equivalent DS1 CT:** shall mean the rate as calculated in accordance with in Section 25.3.7(C) (1) following.
- (10) **Channel Termination(s):** shall mean the applicable Special Access channel terminations for Qualifying Services (as used in this tariff and the Telephone Company's Tariff F.C.C. No. 11 (**FCC11**), the applicable Special Access Lines (SAL(s)) for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 14 (**FCC14**), and the applicable Circuit Terminations for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 16 (**FCC16**) as follows.
- (a) Channel Terminations for Special Access DS1 Services are described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and
- (b) Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are described in Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and
- (c) Primary and Secondary Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are set forth in Section 7.2.9 preceding of this tariff, and Section 7.2.9 of FCC11; and
- (d) Channel Terminations for FMS Services are set forth in Section 7.2.13 preceding of this tariff and Section 7.2.16 of FCC11; and
- (e) Channel Terminations for IEF Services.
- (11) **Channel Termination Revenue Cap:** shall mean the total discounted monthly revenues associated with all in-service channel termination rate elements for Equivalent DS1 CTs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Termination (CT) Revenue Cap. (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (12) **Channel Mileage**: shall mean the applicable channel mileage for Qualifying Services (as used in this tariff and FCC11), the applicable Special Transport for Qualifying Services (as used in FCC14), and the applicable Circuit Mileage for Qualifying Services (as used in FCC16) as follows. (T)
- (a) Channel Mileage for Special Access DS1 Services and Special Access DS3 Services are described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and
- (b) Channel Mileage for FMS Services which are described in Section 7.2.13 of this tariff and Section 7.2.16 of FCC11.
- (13) **Channel Mileage Revenue Cap**: shall mean the total discounted monthly revenues associated with all in-service channel mileage rate elements for Equivalent DS1 CMs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Mileage (CM) Revenue Cap. (N)
- (14) **Commitment Buy Up Bonus**: shall mean an option available to the NDP Customer which allows the NDP Customer to increase (buy-up) their CT Commitment Level and/or their CM Commitment Level, and receive a discount on one or both Commitment Levels, as described in Section 25.3.7(E) following. (T)
- (15) **CBB Discount**: shall mean the Commitment Buy-Up Bonus Discount as described in Section 25.3.7(E) following. (T)
- (16) **Commitment Level**: shall mean the CM Commitment Level (i.e., the total number of Equivalent DS1 CMs) and/or the CT Commitment Level (i.e., the total number of Equivalent DS1 CTs) that the NDP Customer must commit to the NDP, as described further in Section 25.3.4 following. If the NDP Customer has Channel Terminations and Channel Mileage, then the NDP Customer must establish a separate Commitment Level for Channel Terminations (**CT Commitment Level**) and a separate Commitment Level for Channel Mileage (**CM Commitment Level**). (T)
- (17) **Commitment Matrix**: shall mean the Premier Commitment Matrix, the Standard Commitment Matrix or the Deluxe Commitment Matrix as each is described in Section 25.3.4(C) following. (T)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (18) **Discount Tier**: shall mean the tier in each of the tables set forth in Section 25.3.4(B) following into which the NDP Customer falls based on the actual quantities of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable. (T)
- (19) **Discount Tier Adjustment**: shall mean the adjustment (if applicable) to a higher or a lower Discount Tier based on the difference (if any) between the NDP Customer's Achieved Discount Tier and Assigned Discount Tier, as calculated during the Annual True-Up Period. See Section 25.3.7(D) for further explanation. (T)
- (20) **Discounted Rate Elements**: shall mean those rate elements of the Qualifying Services that receive a discount under the NDP. A listing of the Discounted Rate Elements is set forth in Section 25.3.5(A) following. (T)
- (21) **Equivalent DS1 CTs**: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following. (T) (N) (N)
- (22) **Equivalent DS1 CMs**: shall mean the total number of equivalent DS1 Channel Miles for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following. (T) (N) (N)
- (23) **FMS Services**: shall mean Special Access Service provided as Facilities Management Service under Section 7.2.13 preceding of this tariff, and Section 7.2.16 of FCC11. Switched Access FMS Services are not included in the NDP. (T)
- (24) **IEF Services**: shall mean, as applicable, either (a) Special Access IntelliLight® Entrance Facilities STS1 terminations (excluding interface options) as described in Section 7.2.15 preceding of this tariff, Section 26.1.4 of FCC11, Section 20.4 of FCC14, and Section 20.4 of FCC16; or (b) Telephone Company provided SONET entrance facility STS1 terminations (excluding interface options) provided by the Telephone Company where such service is technically and operationally feasible, as determined by the Telephone Company. (T)
- (25) **Initial Term**: shall mean the five (5) year initial term of the NDP. (T)
- (26) **Monthly Average Count of Equivalent DS1 CMs**: shall mean the average number of Equivalent DS1 CMs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.3.7(B) (1) following. (T)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (27) **Monthly Average Count of Equivalent DS1 CTs:** shall mean the (T)
average number of Equivalent DS1 CTs that were in-service during
each month of the Annual True-Up Period, as calculated in
accordance with Section 25.3.7(B) (1) following.
- (28) **Monthly Charges:** shall mean the dollar amount of monthly (T)
recurring charges billed by the Telephone Company for Discounted
Rate Elements.
- (29) **Monthly Shortage:** shall mean the difference between(i) the (T)
Monthly Average Count of Equivalent DS1 CTs or Monthly Average
Count of Equivalent DS1 CMs, as applicable; and (ii) the NDP
Customer's CT Commitment Level or CM Commitment Level,
respectively.
- (30) **NDP Customer:** shall mean collectively the subscribing customer (T)
(as defined in Section 2.6 preceding) and all Persons that are
included in the same NDP.
- (31) **NDP Start Date:** shall mean the start date of the NDP Customer's (T)
NDP, as described in Section 25.3.2(A) (1) following.
- (32) **Non-Discounted Billed Amounts:** shall mean the Monthly Charges (T)
for the Discounted Rate Elements that would have been billed if
the discount percentages of the NDP had not been applied, as
calculated in accordance with Section 25.3.7(D).

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (33) **Person**: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization. (T)
- (34) **Plan Year**: shall mean each 12 month period during the Term of the NDP Commencing on the NDP Start Date and each Anniversary Date thereafter, as applicable. (T)
- (35) **Qualifying Services**: shall mean Special Access DS1 Services, Special Access DS3 Services, FMS Services, and IEF Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.3.3 following of this tariff, Section 25.2.3 of FCC11, Section 23.1.3 of FCC14, and Section 22.1.3 of FCC16. (T)
- (36) **Renewal Term**: shall mean any renewed 5-year period of the NDP. (T)
- (37) **Sale Adjustment**: shall mean an adjusted amount of Equivalent DS1 CTs and an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale. (T)
- (38) **Shortfall Penalty**: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level and/or CM Commitment Level, as applicable, during an Annual True-Up Period, as further described in Section 25.3.7(C) following. (T)
- (39) **Special Access DS3 Service**: shall mean Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) of FCC14, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16. (T)
- (40) **Special Access DS1 Service**: shall mean Special Access DS1 High Capacity/1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) of FCC14, and Special Access DS1 High Capacity Service as described in Section 7.11 of FCC16. (T)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (41) **Subscription Date:** shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer. (T)
- (42) **Telephone Company Sale:** shall mean the sale or other divestiture of an operating territory or a portion of an operating territory of a Telephone Company, whereby the Telephone Company no longer provides Qualifying Services in such operating territory or portion of an operating territory. (T)
- (43) **Term:** shall mean the Initial Term and any Renewal Term(s). (T)
- (44) **Upgrade or Upgraded:** shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity (e.g., replacement of a Special Access DS3 Service with an IEF Service); or (ii) a Qualifying Service with another Telephone Company provided service of a higher bandwidth or capacity that is not a Qualifying Service (e.g., replacement of a Special Access DS3 Service with an Ethernet Service of a higher bandwidth). (T)
- (45) **Upgrade Adjustment:** shall mean an adjusted number of Equivalent DS1 CTs and an adjusted number of Equivalent DS1 CMs that were Upgraded by the NDP Customer during the Annual True-Up Period. (T)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(C) ACNAs Subscribing to NDPs Established Prior to July 16, 2016 (T)

- (1) At the time of subscription to NDP, the subscribing customer must include all of its ACNAs in the NDP. The NDP Customer also has the option to include the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)). In this case, the NDP Customer's NDP shall include (i) all of the subscribing customer's ACNA(s); and (ii) all of the ACNA(s) of the Person(s) that the subscribing customer wishes to include in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).
- (2) If, subsequent to the NDP Start Date, the NDP Customer wishes to add one or more ACNA(s) to its NDP for one of the following reasons, then all such ACNA(s) of the NDP Customer or Person(s), as applicable, shall be added to the NDP Customer's NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.
 - (a) NDP Customer (at its option) wishes to include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or
 - (b) NDP Customer or one of the Person(s) who is currently included in the NDP (at its option) has acquired one or more new ACNA(s) and wishes to include such ACNA(s) in the NDP Customer's NDP; or (C)
(C)
 - (c) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that are not currently included in the NDP Customer's NDP only when such ACNA(s) were already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) acquired through merger, acquisition, or other transaction that were not currently included in another NDP. (C)
(C)
- (3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(C) ACNAs Subscribing to NDPs Established Prior to July 16, 2016 (T)
(Cont'd)

- (4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

- (D) ACNAs Subscribing to NDPs Established on or after July 16, 2016 (N)
- (1) At the time of subscription to NDP, the subscribing customer must designate to the Telephone Company its ACNA(s) that it wishes to include in the NDP. The NDP Customer also has the option to include some or all of the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).
- (2) If, subsequent to the NDP Start Date, the NDP Customer adds one or more ACNA(s) to its NDP for one of the following reasons, then the subscribing customer must designate to the Telephone Company those ACNA(s) it wishes to have added to its NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.
- (a) NDP Customer (at its option) may include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or
- (b) NDP Customer or one of the Person(s) who is currently included in the NDP has acquired one or more new ACNA(s) and (at its option) wishes to include such ACNA(s) in the NDP Customer's NDP; or
- (c) NDP Customer (at its option) may include one or more of its ACNA(s) into its NDP that are not currently included in the NDP Customer's NDP; or
- (d) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that is not currently included in the NDP Customer's NDP and such ACNA(s) was already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) owned by a Person that is not included in the NDP Customer's NDP or ACNA(s) acquired through merger, acquisition, or other transaction that was not currently included in another NDP.
- (3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s). (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

- (D) ACNAs Subscribing to NDPs Established on or after July 16, 2016 (N)
(Cont'd)
- (4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP. (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(E) Subscription to Other Tariff Arrangements (T)

- (1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements for the ACNA(s) included in the NDP Customer's NDP to other existing or new tariff arrangements (including a contract tariff option (as set forth in Section 21 preceding), an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Term Payment Plans (as set forth in Section 7 preceding) and Commitment Discount Plans (as set forth in Section 25.1.1 preceding) under this tariff, subject to the exceptions set forth in Section 25.3.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other tariff arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.3.13 following) shall apply. (N)
- (a) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract tariff option (as set forth in Section 21 preceding) that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or (N)
- (b) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract tariff option (as set forth in Section 21 preceding) that provides discounts for achieving certain aggregate volume or revenue targets for FMS Services and/or IEF Services; or
- (c) The specific tariff arrangement (including the contract tariff option) specifically permits concurrent subscription to the NDP and the applicable contract tariff option; or
- (d) The NDP Customer may subscribe concurrently to the NDP and FMS term plans.
- (e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan.
- (f) The NDP Customer may concurrently subscribe Qualifying Services ordered on or after July 16, 2016 to other existing or new tariff arrangements as long as said Qualifying Services are for an ACNA that is not included in the NDP Customer's NDP. (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.1 General (Cont'd)

(E) Subscription to Other Tariff Arrangements (Cont'd) (T)

- (2) As an illustrative example, a NDP Customer may continue to subscribe to and receive discounts under a contract option which provides circuit specific discounts on Special Access DS3 Services. The NDP Customer may also continue to subscribe to a "Total Billed Revenue" contract option which provides discounts on aggregate revenues of FMS Services, since rate elements of FMS Services are not Discounted Rate Elements under NDP. However, the NDP Customer may not subscribe to and receive discounts under a "Total Billed Revenue" contract option which provides discounts on aggregate revenue of Special Access DS1 Services and Special Access DS3 Services.

25.3.2 Subscription

(A) Subscription Requirements

The NDP Customer's request for subscription to the NDP must be in writing, must be signed by an authorized representative of the NDP Customer, and must be in a manner prescribed by the Telephone Company. In addition, the written request must include all of the following:

(1) NDP Start Date

Notwithstanding a different Subscription Date, the NDP shall start on one of the following dates as determined below:

- (a) If the NDP Customer's Subscription Date to NDP is on or before the fifteenth (15th) calendar day of a month, the NDP Start Date shall be the first (1st) calendar day of the month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 6th. Then, the NDP Start Date is August 1 and discounts under the NDP shall begin on August 11th.
- (b) If the NDP Customer's Subscription Date to NDP is after the 15th calendar day of a month, the NDP Start Date shall be the 1st calendar day of the second calendar month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the second month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the 11th calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 17th. Then, the NDP Start Date is September 1st and discounts under the NDP shall begin on September 11th.

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25. Discount Plans (Cont'd)

25.3 National Discount Plan (Cont'd)

25.3.2 Subscription (Cont'd)

(A) (Cont'd)

(T)

- (2) Actual Quantities of Channel Terminations and Channel Mileage for Qualifying Services

The Telephone Company shall calculate and provide to the NDP Customer the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP during the month prior to the Subscription Date. The Telephone Company's records regarding the actual number of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP shall be deemed accurate in the case of any discrepancy between the NDP Customer's records and the Telephone Company's records. In accordance with Section 25.3.4 following, the Telephone Company shall derive the Equivalent DS1 CTs and the Equivalent DS1 CMs from the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP.

(N)

(N)

(N)

(N)

(N)

- (3) Discount Tier

Based on the Equivalent DS1 CTs and Equivalent DS1 CMs determined in (2) above, the Telephone Company will determine the Discount Tier that the NDP Customer falls into in each of the applicable tables set forth in Section 25.3.4(B) following.

- (4) Commitment Matrix and Commitment Levels

The NDP Customer must specify a Commitment Level by selecting from one of the following three (3) Commitment Matrix options: (1) Premier Commitment Matrix, as described in Section 25.3.4(C)(1) following; (2) Standard Commitment Matrix, as described in Section 25.3.4(C)(2) following; and (3) Deluxe Commitment Matrix, as described in 25.3.4(C)(3) following. The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CTs and/or Equivalent DS1 CMs that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (5) BANs

The NDP Customer must specify a BAN, per state (for each operating territory included in this tariff), against which the Telephone Company will apply adjustments (including Shortfall Penalties as set forth in Section 25.3.7(C) following, Discount Tier Adjustments as set forth in Section 25.3.7(D) following, and CBB Discounts as set forth in Section 25.3.7(E) following) associated with the NDP.

- (6) ACNA(s)

(N)

For customers subscribing to NDP on or after July 16, 2016, the NDP Customer must specify the ACNA(s) it wishes to include in NDP in accordance with Section 25.3.1(D)(1) preceding.

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|

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(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs.

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC11, and/or FCC14 and/or FCC16, and subscribes to the NDP, the NDP Customer's NDP must include the Qualifying Services in the quantities set forth in (B) following that are purchased under such affected tariffs for the ACNA(s) included in NDP. For each Qualifying Service, with the exception of FMS Services, for which only seventy-five percent (75%) must be included, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased under all affected tariffs for the ACNA(s) included in NDP. (N)

- (2) The NDP will be administered as a single discount plan across all such tariffs for which a single set of Commitment Levels, Discount Tiers, and Term shall apply. (N)

For example, assume an NDP Customer purchases Special Access DS3 Services under this tariff and under FCC11 and FCC14, and FMS Services under this tariff and under FCC11. In this case, the NDP Customer must subscribe to the NDP all (i.e., 100%) of such Special Access DS3 Services purchased under this tariff and under FCC11 and FCC14 for the ACNA(s) included in the NDP Customer's NDP. However, the NDP Customer is only required to include 75% of the FMS Services purchased by the NDP Customer under this tariff and FCC11 for the ACNA(s) included in the NDP Customer's NDP. The NDP Customer's NDP shall be administered as one discount plan across this tariff, FCC11, and FCC14. Assume further that in Plan Year 2, the NDP Customer purchases Special Access DS1 Services in FCC16. Then, the Telephone Company shall include all (i.e., 100% of such Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP. (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.3 Qualifying Services

(B) Qualifying Services

Subject to the terms of Section 25.3.1(D) preceding, the applicable percentage (as listed below) of each Qualifying Service provided by the Telephone Company to the NDP Customer pursuant to this tariff, FCC 11, FCC 14, and FCC 16, for the ACNA(s) included in the NDP Customer's NDP, shall be included in the NDP at the time of subscription to NDP and, as applicable, at any time during the Term when the NDP Customer purchases additional quantities of such Qualifying Services. (N) (N)

- (1) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Terminations (see Note 1);
- (2) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Terminations (including Individual System, 3 System, and Unlimited System configurations in FCC14 and FCC16, and 12 Capacity System configurations in FCC16) (see Note 2);
- (3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage (see Notes 1 and 3);
- (4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System, and Unlimited System configurations in FCC14, and Individual System, 3 Capacity System, 12 Capacity System and Unlimited System configurations in FCC16) (see Note 3);
- (5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations;
- (6) Seventy-five percent (75%) of the quantities of FMS Service Primary Premises Channel Terminations with a DS1 Interface or a DS3 Interface in this tariff and FCC11;
- (7) Seventy-five percent (75%) of the quantities of FMS Service Channel Mileage in this tariff and FCC11.

Note 1: High Capacity Digital FT1 Facilities in FCC14 and FCC16 are not Qualifying Services.

Note 2: Channel Terminations and Channel Mileage for 12 and 24 Group Systems in FCC14 are not Qualifying Services.

Note 3: The MetroLAN Optional Arrangement in FCC14 and FCC16 is not a Qualifying Service.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.8 preceding, the Special Access DS3 Service, Special Access DS1 Service, IEF Service, or FMS Service will be included in the NDP. The Switched Access Portion for such services of the Shared Use Arrangement will not be included in the NDP or be subject to discounting under the NDP.

(D) Conversion of Qualifying Services

Upon subscription to NDP, all of the NDP Customer's individual circuit-specific term plans for Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, such as Term Pricing Plan(s) offered under Sections 7.4.13 and 7.4.17 preceding, respectively, must be cancelled to include all such services in the NDP. Termination liability as set forth in Sections 7.4.13(D) and 7.4.17(D) preceding, respectively, will not apply to such cancellations. (N)

Additionally, all of the NDP Customer's Commitment Discount Plans for Special Access DS3 Services and Special Access DS1 Services (as offered under Section 25.1 preceding of this tariff and under Section 25.1 of FCC11) (CDP) for the ACNA(s) included in the NDP Customer's NDP, or the affected portion of the CDP, as applicable, for the Special Access DS3 Services and Special Access DS1 Services that are to be included in the NDP, must be cancelled in order to include all such services in the NDP. Such cancellation(s) under this tariff may result in a change(s) to the commitment level of the services remaining under the CDP as further described in Section 25.1 preceding. Termination liability as set forth in Section 25.1.9 preceding will not apply to such cancellations. (N)

Further, all of the NDP Customer's individual circuit-specific term plans and term and volume plans for Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, such as (i) Service Discount Plans (SDPs) as offered under FCC11; (ii) DS1 Term Volume Plan(s) (TVP(s)) and Eight and Ten Year Term DS1 Volume Plan(s) (ETTVP(s)) offered under FCC14; (iii) DS3 TVPs as offered under FCC14; and (iv) DS1 Term Payment Plans (DS1 TPPs) as offered under FCC16, must be cancelled in order to include all such services in the NDP. (N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan (Cont'd)

25.3.3 Qualifying Services (Cont'd)

(E) Addition of Services and Removal of Services

(1) Addition of Services

- (a) The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for the ACNA(s) included in the NDP Customer's NDP at any time during the Term of the NDP. Qualifying Services are added to the NDP for the remainder of the Term (i.e., on a coterminous basis). The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for ACNA(s) not included in NDP only if it adds the ACNA(s) to the NDP Customer's NDP pursuant to Section 25.3.11 following. (N)
(N)
(N)
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|
|
(N)
- (b) When the NDP Customer adds one or more Special Access DS3 Services or Special Access DS1 Services to NDP at any time during the Term, the Channel Termination nonrecurring charge which applies for such service is \$1.00 per Channel Termination added.
- (c) When the NDP Customer adds one or more IEF Services or one or more FMS Services during the Term of the NDP, the added IEF Service or FMS Service will be added to the NDP solely for the purpose of calculating the number of Equivalent DS1 CTs and/or the number of Equivalent DS1 CMs used to administer the NDP.

(2) Removal of Services

- (a) When the NDP Customer removes one or more Special Access DS3 Services or Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, but not all Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, from NDP at any time during the Term, no termination liability charge applies. (N)
|
|
|
(N)
- (b) When the NDP Customer removes one or more IEF Services for the ACNA(s) included in the NDP Customer's NDP, or one or more FMS Services for the ACNA(s) included in the NDP Customer's NDP during the Term of the NDP, no termination liability under this Section 25.3 applies. However, the NDP Customer may be subject to (i) termination liability under its applicable term plan for IEF Service; or (ii) termination liability under its FMS Service term plan in accordance with Section 7.2.13 preceding. (N)
|
|
(N)
- (c) When the NDP Customer removes all Special Access DS3 Services and all Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP from the NDP (i.e., the NDP Customer cancels its NDP in its entirety), termination liability applies in accordance with Section 25.3.13 following. (N)
(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs

In order to establish Commitment Levels and Discount Tiers, Equivalent DS1 CTs and Equivalent DS1 CMs must be determined. Based on the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.3.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs and Equivalent DS1 CMs. (N)

(1) The Equivalent DS1 CTs shall be calculated as follows:

- (Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service across this tariff and FCC11, FCC14, and FCC16, as applicable, for the ACNA(s) included in the NDP Customer's NDP. (N)
- (Step 2) Multiply the actual quantity of Channel Terminations for such Qualifying Service by either (a) 100% if the Qualifying Service is Special Access DS1 Service, Special Access DS3 Services, or an IEF Service; or (b) 75% if the Qualifying Service is an FMS Service. (N)
- (Step 3) Using Table 1, below, multiply (a) the applicable number in the column entitled "DS1 CT Multiplier" below; by (b) the number derived in Step 2 above.
- (Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.
- (Step 5) Add the product of all of the equivalent Channel Terminations for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 1: Calculation of Equivalent DSI CTs.

<u>Qualifying Service</u>	<u>DS1 CT Multiplier</u>
STS1 level	28
DS3 level	28
DS1 level	1
FMS level	1/24th

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) The Equivalent DS1 CMs shall be calculated as follows:

- (Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service across this tariff and FCC11, FCC14, and FCC16, as applicable, for the ACNA(s) included in the NDP Customer's NDP. (N)
- (Step 2) Multiply the actual quantity of Channel Mileage for such Qualifying Service by either (a) 100% if the Qualifying Service is a Special Access DS1 Service or a Special Access DS3 Services; or (b) 75% if the Qualifying Service is an FMS Service. (N)
- (Step 3) Using Table 2, below, multiply (a) the applicable number in the column entitled "DS1 CM Multiplier" below; by (b) the number derived in Step 2 above.
- (Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.
- (Step 5) Add the product of all of the equivalent Channel Mileage for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 2: Equivalent DSI CMs.

<u>Qualifying Service</u>	<u>DS1 CM Multiplier</u>
STS1 level	N/A
DS3 level	28
DS1 level	1
FMS level	1/24th

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) (Cont'd)

As an example of the above, assume that NDP Customer has Channel Terminations for the ACNA(s) included in the NDP Customer's NDP (N) in the following quantities:

- 200 IEF STS1 Channel Terminations
- 800 DS3 Channel Terminations
- 3,000 DS1 Channel Terminations
- 481 FMS Channel Terminations (this number represents 75% of the total quantity of FMS Channel Terminations in accordance with Section 25.3.3(A) preceding)

The Equivalent DS1 CTs would be determined as follows:

Channel Termination		DS1 CT Multiplier		Equivalent DS1 CTs
200 IEF STS1s	X	28	=	5,600
800 DS3 CTs	X	28	=	22,400
3000 DS1 CTs	X	1	=	3,000
481 FMS CTs	X	1/24	=	20.04
Total Equivalent DS1 CTs			=	31,020.04

Further assume that NDP Customer has Channel Mileage for the ACNA(s) included in the NDP Customer's NDP in the following quantities: (N)

- 5,000 DS3 Channel Miles
- 75,000 DS1 Channel Miles
- 3,004 FMS Channel Miles (this number represents 75% of the total quantity of FMS Channel Mileage in accordance with Section 25.3.3(A) preceding)

The Equivalent DS1 CMs would be determined as follows:

Channel Mileage		DS1 CM Multiplier		Equivalent DS1 CMs
5,000 DS3 CMs	X	28	=	140,000
75,000 DS1 CMs	X	1	=	75,000
3,004 FMS CMs	X	1/24	=	125.17
Total Equivalent DS1 CMs			=	215,125.17

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(B) Discount Tier Tables

- (1) The Equivalent DS1 CTs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CTs</u>	<u>Discount Tier</u>
0 - 30,000	A
30,001 - 60,000	B
60,001 - 120,000	C
120,001 - 195,000	D
195,001 - 275,000	E
275,001 - 350,000	F
350,001 - 420,000	G
420,001 - 485,000	H
485,001 - 550,000	I
550,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.3.5(B) following) to be applied to the Channel Termination and multiplexer Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.3.7 following.

- (2) The Equivalent DS1 CMs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CMs</u>	<u>Discount Tier</u>
0 - 125,000	A
125,001 - 250,000	B
250,001 - 500,000	C
500,001 - 950,000	D
950,001 - 1,550,000	E
1,550,001 - 2,150,000	F
2,150,001 - 2,850,000	G
2,850,001 - 3,450,000	H
3,450,001 - 3,850,000	I
3,850,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.3.5(B) following) to be applied to the Channel Mileage Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.3.7 following.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(T)

(C) As of the Subscription Date, and at the beginning of any Renewal Term (unless the NDP Customer chooses the Renewal Benefit Option as described in Section 25.3.14(C) following), the NDP Customer must specify a Commitment Matrix by selecting from one of the following three (3) Commitment Matrix options. The NDP Customer's selection of the Commitment Matrix option shall apply to both the CT Commitment Level and to the CM Commitment Level. The NDP Customer may not select a different Commitment Matrix for the CT Commitment Level and a different Commitment Matrix for the CM Commitment Level.

- (i) Premier Commitment Matrix, as described in Section (C) (1) following;
- (ii) Standard Commitment Matrix, as described in Section (C) (2) following; and
- (iii) Deluxe Commitment Matrix, as described in Section (C) (3) following.

The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CMs and/or Equivalent DS1 CTs (as calculated in Section 25.3.4(A) preceding) that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (1) If Premier Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 90%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 90%. If the NDP Customer chooses the Premier Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B) (2) following.
- (2) If Standard Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 85%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 85%. If the NDP Customer chooses the Standard Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B) (1) following.

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25. Discount Plans (Cont'd)

25.3 National Discount Plan (Cont'd)

25.3.4 Commitment Levels and Discount Tiers (Cont'd) (T)

(C) (Cont'd)

- (3) If Deluxe Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 92%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 92%. If the NDP Customer chooses the Deluxe Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B) (3) following.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(T)

(C) (Cont'd)

(4) Where the calculation in (1), (2) or (3) preceding results in a fraction of an Equivalent DS1 CT or a fraction of an Equivalent DS1 CM, standard rounding practices shall apply. For example, if there are 9,999.4 Equivalent DS1 CTs, the Telephone Company will round down to 9,999 whole Equivalent DS1 CTs. Similarly, if there are 9,999.5 Equivalent DS1 CTs, the Telephone Company will round up to 10,000 whole Channel Terminations.

(5) As an example, assume that at the time of subscription to the NDP, the NDP Customer had 31,020.04 Equivalent DS1 CTs, and 215,125.17 Equivalent DS1 CMs. In this case, the NDP Customer would fall into Discount Tier B for Channel Terminations and Discount Tier B for Channel Mileage. Assume further that the NDP Customer chose the Standard Commitment Matrix. Using the table in Section 25.3.5(B)(1) following, in Plan Year 1, the NDP Customer would receive a discount of 33% (i.e., Discount Tier B) on its Special Access DS1 Channel Terminations, and 31% (i.e., Discount Tier B) on its Special Access DS3 Channel Mileage. The Telephone Company would also establish a Commitment Level for Channel Terminations at 26,367 (i.e., 85% multiplied by 31,020.04, with the result rounded down), and a Commitment Level for Channel Mileage at 182,856 (i.e., 85% multiplied by 215,125.17, with the result rounded down).

(6) Changes to the Commitment Matrix

(a) Changes during an Initial Term or a Renewal Term, as applicable.

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable. If the NDP Customer has selected either the Standard Commitment Matrix or the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up as set forth in Section 25.3.7(G) following.

(b) Changes at the end of an Initial Term or a Renewal Term, as applicable.

At the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as such NDP Customer does not also concurrently select the Renewal Benefit Option as set forth in Section 25.3.14(C) following.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(T)

- (D) Although FMS Services and IEF Services are used in determining the DS1 Equivalent CTs, and FMS Services are used in determining the DS1 Equivalent CMS, rate elements for FMS Services and IEF Services are not Discounted Rate Elements (i.e., rate elements for such services are not discounted under NDP).
- (E) The initial Commitment Level(s) established as of the NDP Start Date, or upon renewal of the NDP, as applicable, will not change during the Term of the NDP, unless one of the following is in effect:
- (1) If the NDP Customer's count of Equivalent DS1 CTs and/or count of Equivalent DS1 CMS exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.3.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.3.7(B) (2) (b) following; or
 - (2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.3.4(C) (5) preceding; or
 - (3) If the NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.3.7(E) following; or
 - (4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.3.11 following or Section 25.3.12 following, respectively.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount

(A) Discounted Rate Elements

The discounts provided under the NDP shall only be provided for (N)
the ACNA(s) included in the NDP Customer's NDP on the following (N)
Discounted Rate Elements:

- (1) The following Discounted Rate Elements from this tariff are included in NDP
- (a) Special Access DS1 Service Channel Terminations, Basic Service, Section 7.5.9(A) preceding, as determined in accordance with Section 14.7 preceding.
 - (b) Special Access DS1 Service Channel Mileage, Basic Service, Section 7.5.9(B) preceding, as determined in accordance with Section 14.7 preceding.
 - (c) Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (d) Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (e) Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (f) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 7.5.9(A) preceding, as determined in accordance with Section 14.7 preceding.
 - (g) Special Access DS3 Service Channel Mileage, Banded Base Rates, as applicable, Section 7.5.9(B) (1) (e) (ii) preceding.
 - (h) Special Access DS3 Service Channel Mileage, Base Rates, as applicable, Section 7.5.9(B) (1) (e) (i) preceding, as determined in accordance with Section 14.7 preceding.
 - (i) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (j) Special Access DS3 Service DS3 Premises Multiplexer, Base Rates, Section 7.5.9(C) (6) preceding, as determined in accordance with Section 14.7 preceding.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(2) The following Discounted Rate Elements from FCC11 are included in NDP.

- (a) Special Access DS1 Service Channel Terminations, Section 30.7.9(A)(1)(a) and Section 31.7.9(A)(1)(a) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (b) Special Access DS1 Service Channel Mileage, Section 30.7.9(B)(2) and Section 31.7.9(B)(2) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (c) Special Access DS1 Service DS1 to Voice Multiplexing in New York/Connecticut, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (d) Special Access DS1 Service DS1 to DS0 Multiplexing in New York/Connecticut, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (e) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 30.7.9(A)(1)(c) and Section 31.7.9(A)(1)(c) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (f) Special Access DS3 Service optical and electrical Channel Mileage, Banded Base Rates, as applicable, Section 31.7.9(B)(4) of FCC11.
- (g) Special Access DS3 Service optical and electrical Channel Mileage, Base Rates, as applicable, Section 30.7.9(B)(4) and Section 31.7.9(B)(4) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (h) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.
- (i) Special Access DS3 Service DS3 Premises Multiplexer, Base Rates, Section 31.7.9(C)(8) of FCC11, as determined in accordance with Section 15.3 of FCC11. (N) | (x) (N) (x)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(3) The following Discounted Rate Elements from FCC14 are included in NDP.

(x)

- (a) Special Access High Capacity DS1 (1.544 Mbps) Facilities - SAL rate elements of a Standard Arrangement as specified in Section 5.7.7 of FCC14, as determined in accordance with Section 19.1 of FCC14 (see Note 1).
- (b) Special Access High Capacity DS1 (1.544 Mbps) Facilities - Special Transport Facility and Termination rate elements of a Standard Arrangement as specified in Section 5.7.7(A) of FCC14, as determined in accordance with Section 19.1 of FCC14 (see Notes 1 & 2).
- (c) Special Access High Capacity DS3 (44.736 Mbps) Facilities - SAL rate elements of an Individual System or a 3 System configuration (with or without Telephone Company electronics) as specified in Sections 5.7.10 and 5.7.12 of FCC14, respectively, as determined in accordance with Section 19.1 of FCC14 (see Note 3).
- (d) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Banded Special Transport rate elements of an Individual System, a 3 System, or an Unlimited System configuration as set forth in Section 5.7.14(C) of FCC14.
- (e) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities (as set forth in Section 5.7.14(A) of FCC14) and 44.736 Mbps Terminations (as set forth in Section 5.7.14(B) of FCC14) of an Individual System, a 3 System or an Unlimited System configuration, as determined in accordance with Section 19.1 of FCC14 (see Note 4).

Note 1: All rate elements of High Capacity Digital FT1 Facilities are not Discounted Rate Elements.

Note 2: All Special Transport rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All SAL rate elements of an Unlimited System, a 12 Group System, or a 24 Group System are not Discounted Rate Elements.

Note 4: All Special Transport rate elements of a 12 Group System, or a 24 Group System are not Discounted Rate Elements.

(N) (x)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(4) The following Discounted Rate Elements from FCC16 are included in NDP.

(x)

- (a) Special Access High Capacity DS1 Service - Circuit Termination rate elements as specified in Section 7.11.5(A) of FCC16 (see Note 1).
- (b) Special Access High Capacity DS1 Service - Fixed and Per Mile Circuit Mileage rate elements as specified in Section 7.11.5(G) of FCC16 (see Notes 1 and 2).
- (c) Special Access High Capacity DS3 Service - Circuit Termination rate elements of an Individual System or a 3 Capacity System configuration (with or without Telephone Company electronics) as specified Section 7.11.5(E) of FCC16 (see Note 3).
- (d) Special Access High Capacity DS3 Service - Banded Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration as specified in Section 7.11.5(J) of FCC16.
- (e) Special Access High Capacity DS3 Service - Fixed and Per Mile Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration as specified in Section 7.11.5(J) of FCC16.

Note 1: All rate elements of High Capacity Digital FT1 Facilities are not Discounted Rate Elements.

Note 2: All Circuit Mileage rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All Circuit Termination rate elements of an Unlimited System, a 12 Capacity System, or a 24 Capacity System are not Discounted Rate Elements.

(N) (x)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount (Cont'd)

- (B) The percentage of the discount applied to the Discounted Rate Elements set forth below during the Term is determined by the Discount Tier, NDP Customer's selection of the Standard Commitment Matrix, the Premier Commitment Matrix, or the Deluxe Commitment Matrix, and the Plan Year. Discount Tiers may change at an Annual True-Up as set forth in Section 25.3.7 following (e.g., Discount Tier may change at an Annual True-Up). (N)

(1) **Standard Commitment Level Discount Percentages & Plan Year**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CT	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS3 Mux	25.00%	25.25%	25.35%	25.45%	25.55%
DS1 CM	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 CM	29.00%	29.25%	29.35%	29.45%	29.55%
Discount Tier B					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	31.50%	31.75%	31.85%	31.95%	32.05%
DS1 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS1 CM	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CM	31.00%	31.25%	31.35%	31.45%	31.55%
Discount Tier C					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS3 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 CM	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CM	33.00%	33.25%	33.35%	33.45%	33.55%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) **Standard Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CM	35.00%	35.25%	35.35%	35.45%	35.55%
Discount Tier E					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CM	36.50%	36.75%	36.85%	36.95%	37.05%
Discount Tier F					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier G					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) **Standard Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS1 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS3 Mux	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.00%	39.25%	39.35%	39.45%	39.55%
Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.50%	44.75%	44.85%	44.95%	45.05%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%
Discount Tier J					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS3 Mux	26.00%	26.25%	26.35%	26.45%	26.55%
DS1 CM	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 CM	30.00%	30.25%	30.35%	30.45%	30.55%
Discount Tier B					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	32.50%	32.75%	32.85%	32.95%	33.05%
DS1 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS1 CM	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CM	32.00%	32.25%	32.35%	32.45%	32.55%
Discount Tier C					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CM	34.00%	34.25%	34.35%	34.45%	34.55%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CM	36.00%	36.25%	36.35%	36.45%	36.55%
Discount Tier E					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier F					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%
Discount Tier G					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%
Discount Tier I					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.50%	40.75%	40.85%	40.95%	41.05%
DS1 Mux	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS1 CM	45.50%	45.75%	45.85%	45.95%	46.05%
DS3 CM	40.50%	40.75%	40.85%	40.95%	41.05%
Discount Tier J					
DS1 CT	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS1 Mux	37.50%	37.75%	37.85%	37.95%	38.05%
DS3 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 CM	46.00%	46.25%	46.35%	46.45%	46.55%
DS3 CM	41.00%	41.25%	41.35%	41.45%	41.55%

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) Deluxe Commitment Level Discount Percentages & Plan Year						(N)
<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	
Discount Tier A						
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%	
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%	
Discount Tier B						
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%	
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%	
Discount Tier C						
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%	
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%	
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%	
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%	(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) **Deluxe Commitment Level Discount Percentages & Plan Year**
(Cont'd)

(N)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier E					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier F					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier G					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) **Deluxe Commitment Level Discount Percentages & Plan Year**
(Cont'd)

(N)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier J					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.6 Special Access DS3 Service Channel Mileage Rates

- (A) Special Access DS3 Service Channel Mileage Banded Base Rates set forth in Section 7.5.9(B)(1)(e)(ii) preceding will apply to Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP that are provided between two serving wire centers of the same Verizon Telephone Company, and to the following configurations in which Special Access DS3 Service is jointly provided by more than one Verizon Telephone Company under the provisions of Section 2.4.7 preceding. (N)
- Special Access DS3 Services provided jointly by Verizon Pennsylvania LLC and Verizon Delaware LLC in LATA 228. (N)
 - Special Access DS3 Services provided jointly by Verizon Maryland LLC and Verizon Washington D.C. Inc. or by Verizon Maryland LLC and Verizon Virginia LLC in LATA 236. (N)
 - Special Access DS3 Services provided jointly by Verizon Washington D.C. Inc. and Verizon Virginia LLC in LATA 236. (N)
 - Special Access DS3 Services provided jointly by Verizon New Jersey Inc. and Verizon Pennsylvania LLC in the Southern Corridor between New Jersey and Pennsylvania. (N)
- (B) Except as set forth in (A) preceding, the Channel Mileage Base Rates set forth in Section 7.5.9(B)(1)(e)(i) preceding apply to all other Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP that are included in the NDP and provided between (i) two (2) Verizon Telephone Companies; or (ii) between a Verizon Telephone Company and another exchange telephone company in accordance with Section 2.4.7 preceding. For example, the Base Rates as set forth in Section 7.5.9(B)(1)(e)(i) preceding would apply to the Verizon New Jersey Inc. portion of a Special Access DS3 Service provided between a point in the North Jersey LATA and a point in the New York Metropolitan LATA of the New York and New Jersey Corridor. (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up

After each Anniversary Date during the Term, the Telephone Company will conduct an Annual True-Up which shall be used to determine the NDP Customer's compliance with its established Commitment Levels and Discount Tiers for the Annual True-Up Period.

- (A) The Annual True-Up shall consist of the following steps which shall be conducted by the Telephone Company in the following order:
- (1) Calculate the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, each as described in Section 25.3.7(B) following; and
 - (2) Compare the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level, and the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level to determine if the NDP Customer (a) has met its applicable Commitment Level(s); or (b) has exceeded its applicable Commitment Level(s), as each is described in (B) following; and
 - (3) If the NDP Customer has not met its CT Commitment Level and/or CM Commitment Level, as applicable, then calculate the Shortfall Penalty that is due in accordance with Section 25.3.7(C) following. If the NDP Customer has exceeded its CT Commitment Level or CM Commitment Level, as applicable, then calculate any adjustment to one or both Commitment Level(s) in accordance with Section 25.3.7(B) following; and
 - (4) Determine if the Achieved Discount Tier is the same as the Assigned Discount Tier. For an NDP Customer under a Standard Commitment Matrix or Premier Commitment Matrix, if the Assigned Discount Tier is different than the Achieved Discount Tier, then the Telephone Company shall calculate the applicable Discount Tier Adjustment in accordance with Section 25.3.7(D) following. No Discount Tier Adjustment is calculated for an NDP Customer under a Deluxe Commitment Matrix; and
 - (5) Assuming the NDP Customer is eligible for the Commitment Buy-Up Bonus for either its CT Commitment Level or CM Commitment Level, or both, and the NDP Customer elects to exercise such Commitment Buy-Up Bonus Option, the Telephone Company will calculate the applicable CBB Discount in accordance with Section 25.3.7(E) following. No later than thirty (30) calendar days prior to the Anniversary Date of its NDP, the NDP Customer must notify the Telephone Company in writing of its intent to exercise the Commitment Buy-Up Bonus Option.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(A) (Cont'd)

- (6) If the NDP Customer added or removed one or more ACNA(s) under Section 25.3.11 or Section 25.3.12 following, respectively, during the Annual True-Up Period, the Telephone Company will adjust the CT Commitment Level and/or CM Commitment Level, as applicable, to reflect such added or removed ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP, the NDP Customer must notify the Telephone Company in writing of any such changes to its ACNAs.
- (7) Subject to the requirements set forth in Section 25.3.7(F) following, assign the Discount Tiers applicable to the next Plan Year; and
- (8) Assuming the NDP Customer qualifies for a change from the Standard Commitment Matrix to the Deluxe Commitment Matrix or the Premier Commitment Matrix, or for a change from the Deluxe Commitment Matrix to the Premier Commitment Matrix, and the NDP Customer elects to make such change, the Telephone Company will calculate and set the new Commitment Levels associated with the choice of a Deluxe Commitment Matrix or a Premier Commitment Matrix, as applicable, and Discount Tiers in accordance with Section 25.3.7(G) following.
 - (C)
 - |
 - (C)
 - (N)
 - (C)

Certain material formerly appearing on this page now appears on Original Page 25-75.1.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels

- (1) The Telephone Company will calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP that were in service for each month of the Annual True-Up Period. The Monthly Average Count of Equivalent DS1 CTs is calculated as follows:

(Step 1) add the actual number of Equivalent DS1 CTs for Qualifying Services purchased for the ACNA(s) included under the NDP for each month of the Annual True-Up Period (including any Equivalent DS1 CTs that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.9.5 preceding); (N)

(Step 2) add the result from Step 1 preceding to the quantities of Equivalent DS1 CTs determined in (i) and (ii) following:

- (i) the Upgrade Adjustment, as calculated in accordance with Section 25.3.7(H) following, for any Qualifying Service(s) that has been Upgraded ; and/or
- (ii) the Sale Adjustment, as calculated in accordance with Section 25.3.10 following, for any Qualifying Service(s) which are affected by a Telephone Company Sale;

(Step 3) divide the number derived in Step 2 preceding by 12 months.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels (Cont'd)

(1) (Cont'd)

A similar calculation is performed by the Telephone Company for calculating the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP by using Equivalent DS1 CMs for the ACNA(s) included in the NDP Customer's NDP instead of using Equivalent DS1 CTs.

(N)

(N)

- (2) The Telephone Company will compare the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level, and the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CT Commitment Level, then the NDP Customer shall be deemed to have met its CT Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CMs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CM Commitment Level, then the NDP Customer shall be deemed to have met its CM Commitment Level.

- (a) Where the NDP Customer has met its CT Commitment Level and/or CM Commitment Level, as applicable, but has not exceeded such Commitment Level by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is less than 160% of the applicable Commitment Level), no action is required. An NDP Customer who elected the Premier Commitment Matrix may be eligible to voluntarily increase (buy up) its CT Commitment Level and/or its CM Commitment Level as specified in Section 25.3.7(E) following.

- (b) Where the NDP Customer has exceeded its CT Commitment Level and/or its CM Commitment Level, as applicable, by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is more than 160% of its applicable Commitment Level), the exceeded Commitment Level(s) will be adjusted as follows:

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(1) Where the NDP Customer elected the Standard Commitment Matrix, and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to eighty-five percent (85%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. Any adjustments to the CT Commitment Level, as described in this Section (B) (2) (b) (1), is made independent of any adjustment to the CM Commitment Level.

(2) Where the NDP Customer elected the Premier Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety percent (90%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B) (2) (b) (2), is made independent of an adjustment to the CM Commitment Level.

(3) Where the NDP Customer elected the Deluxe Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety-two percent (92%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B) (2) (b) (3), is made independent of an adjustment to the CM Commitment Level. (N)

(3) Where the NDP Customer has not met its CT Commitment Level and/or has not met its CM Commitment Level, as applicable, a Shortfall Penalty as set forth in Section 25.3.7(C) following applies to each missed Commitment Level.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty

A Shortfall Penalty is assessed against (i) the CT Commitment Level when the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is less than the CT Commitment Level; or (ii) the CM Commitment Level is less than the NDP Customer's Monthly Average Count of Equivalent DS1 CMs. There are two methods (i.e., Option 1 or Option 2) of determining and calculating the Shortfall Penalty. The Telephone Company will calculate the Shortfall Penalty using both methods and apply the method that produces the lesser Shortfall Penalty. (N)

(1) Option 1 Shortfall Penalty Method and Calculation (C)

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.3.7(B) (1) preceding.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) Option 1 Shortfall Penalty Method and Calculation (Cont'd) (N)

(Step 2) Determine the Monthly Shortage of Equivalent DS1 CTs and/or the Monthly Shortage of Equivalent DS1 CMs, as applicable.

(a) The NDP Customer's Monthly Shortage of Equivalent DS1 CTs will be determined by subtracting (i) the Monthly Average Count of Equivalent DS1 CTs determined in Step 1; from (ii) the CT Commitment Level.

(b) The NDP Customer's Monthly Shortage of Equivalent DS1 CMs will be determined by subtracting (i) the Monthly Average Count of Equivalent DSM CTs determined in Step 1; from (ii) the CM Commitment Level.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT and/or the Average Monthly Rate per Equivalent DS1 CM, as applicable.

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (this tariff and FCC11 only) Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CTs calculated in Step 1.

(b) The Average Monthly Rate per Equivalent DS1 CM is calculated by (i) adding the total Monthly Charges billed for all Channel Mileage Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CMs calculated in Step 1.

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25. Discount Plans (Cont'd)

25.3 National Discount Plan (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) Option 1 Shortfall Penalty Method and Calculation (Cont'd) (N)

(Step 4) Calculate the Shortfall Penalty for the CT Commitment Level and/or the CM Commitment Level, as applicable.

(a) The Telephone Company will calculate the Shortfall Penalty for the CT Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CT calculated in Step 3; and by (iii) twelve (12) months.

(b) The Telephone Company will calculate the Shortfall Penalty for the CM Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CM calculated in Step 3; and by (iii) twelve (12) months.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

- (2) As an illustrative example of the Option 1 Shortfall Penalty calculation for the CT Commitment Level, assume that at an Annual True-Up, an NDP Customer who selected the Premier Commitment Matrix had the following results: (i) the NDP Customer has met but has not exceeded by more than 60% its CM Commitment Level of 75,000 Equivalent DS1 CMs; (ii) the NDP Customer has not met its CT Commitment Level of 120,000 Equivalent DS1 CTs; and (iii) the Monthly Average Count of Equivalent DS1 CTs is 118,000. No Shortfall Penalty is applicable to the NDP Customer's CM Commitment Level since the NDP Customer has met its CM Commitment Level. Shortfall Penalty is due on the CT Commitment Level and is calculated as follows (using Steps 1-4 above): (N)
- (Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs. In this example, this number is 118,000 Equivalent DS1 CTs.
- (Step 2) Calculate the Monthly Shortage of Equivalent DS1 CTs. [120,000 Commitment Level - 118,000 Monthly Average Count of Equivalent DS1 CTs = 2,000 Equivalent DS1 CTs]
- (Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT. In this example, assume that the sum of the total Monthly Charges billed for all Channel Termination and multiplexing Discounted Rate Elements during each month of the Annual True-Up Period is \$150,000,000. The Average Monthly Rate per Equivalent DS1 CT is \$105.93. [$\$150,000,000 / 12 \text{ months} / 118,000 \text{ Monthly Average Count of Equivalent DS1 CTs}$]
- (Step 4) Calculate the Shortfall Penalty. The Shortfall Penalty is \$2,542,320 (the Monthly Shortage of 2,000 Equivalent DS1 CTs x \$105.93 Average Monthly Rate per Equivalent DS1 CT x 12 months).

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)(C) Shortfall Penalty (Cont'd)

(3) Option 2 Shortfall Penalty Method and Calculation (N)

The Shortfall Penalty for Equivalent DS1 CTs will be an amount equal to the difference between (1) the Channel Termination Revenue Cap and (2) the actual total dollar Channel Termination revenue for Equivalent DS1 CTs in each of the twelve (12) months of the true-up period. The Shortfall Penalty for Equivalent DS1 CMs will be an amount equal to the difference between (1) the Channel Mileage Revenue Cap and (2) the actual total dollar Channel Mileage revenue for Equivalent DS1 CMs in each of the twelve (12) months of the true-up period. The Telephone Company will calculate the difference as follows:

(Step 1) The Telephone Company will first determine the Channel Termination Revenue Cap by multiplying the total discounted monthly revenues associated with all in-service channel termination rate elements for Equivalent DS1 CTs for month one of the NDP by the appropriate Commitment Level percentage (e.g., 92% for Deluxe) (CT Revenue Cap). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CT Revenue Cap. The adjusted CT Revenue Cap will be used beginning with the month in which the Commitment Level was changed.

(Step 2) The Telephone Company will then determine the actual channel termination revenues by calculating the total discounted monthly revenues associated with all in-service Equivalent DS1 CT rate elements for each month of the twelve (12) month true-up period.

(Step 3) For each month of the twelve (12) month true-up period, subtract the actual channel termination revenues from the CT Revenue Cap.

(Step 4) The Telephone Company will determine the Channel Mileage Revenue Cap by multiplying the total discounted monthly revenues associated with all in-service channel mileage rate elements for Equivalent DS1 CMs for month one of NDP by the appropriate Commitment Level percentage (e.g., 92% for Deluxe) (CM Revenue Cap). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CM Revenue Cap. The adjusted CM Revenue Cap will be used beginning with the month in which the Commitment Level was changed.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(3) Option 2 Shortfall Penalty Method and Calculation (Cont'd) (N)

(Step 5) The Telephone Company will then determine the actual channel mileage revenues associated with all in-service Equivalent DS1 CM rate elements for each month of the twelve (12) month true-up period.

(Step 6) For each month of the twelve (12) month true-up period, subtract the actual channel mileage revenues from the CM Revenue Cap.

(Step 7) To determine the amount due from the NDP Customer, the Telephone Company will sum the amounts calculated in Step 3 and Step 6. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

- (4) The Telephone Company will apply the lesser Shortfall Penalty calculated in (C)(1) or (C)(3) preceding to the BANS designated by the NDP Customer under Section 25.3.2(C)(5) preceding. The Shortfall Penalty is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing such Shortfall Penalty is not paid by the payment date. (C) (C)

(D) Discount Tier Adjustment

- (1) At each Annual True-Up, the Telephone Company will automatically adjust the Discount Tier(s) if the Achieved Discount Tier is a higher or a lower Discount Tier than the Assigned Discount Tier that was in effect during the Annual True-Up Period. Such action shall be referred to as the Discount Tier Adjustment. The Achieved Discount Tier and the Assigned Discount Tier are independently determined for Channel Terminations and Channel Mileage. For NDP Customers who elected either the Standard Commitment Matrix or the Premier Commitment Matrix, the Discount Tier Adjustment is set forth in Step 1 through Step 6 of (D)(2) following, the result of which may be an increase or decrease in the discount percentage that was applied during the Annual True-Up Period, and shall be reflected as a credit or debit on the NDP Customer's bill.

(2) A Discount Tier Adjustment is calculated as follows:

- (Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.3.7(B)(1) preceding.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 2) Determine the Achieved Discount Tiers for the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, respectively.

- (a) Using the Equivalent DS1 CT table set forth in Section 25.3.4(B)(1) preceding, (a) find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CTs determined in Step 1 above; and
- (b) Using the Equivalent DS1 CM table set forth in Section 25.3.4(B)(2) preceding, find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CMs determined in Step 1 above.

If an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is the same Discount Tier as the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, no Discount Tier Adjustment will be made. In this case, Step 3 through Step 6 following do not apply.

For NDP Customers who elected the Standard Commitment Matrix or the Premier Commitment Matrix, if an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is a higher or lower Discount Tier than the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, a Discount Tier Adjustment (as calculated in Steps 3 through Step 6) following applies.

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(T)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts.

The Non-Discounted Billed Amount(s) are (a) the total Monthly Charges for the Channel Termination and multiplexer Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period if the discount percentages as set forth in Section 25.3.5(B) preceding were not applied; or (b) the total Monthly Charges for the Channel Mileage Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period, if the discount percentages as set forth in Section 25.3.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 25.3.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

- (1) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Termination Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

(x)

As an illustrative example, assume the total Monthly Charges billed for such Channel Terminations was \$12,000,000 and, pursuant to the discount tables set forth in Section 25.3.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been $\$12,000,000 / (1 - 0.36) = \$18,750,000$.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- | | | |
|-----|---|------------|
| (2) | Calculate the Non-Discounted Billed Amount for the Special Access DS1 Service multiplexer Discounted Rate Elements of this tariff and FCC11 (New York and Connecticut only) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x)
(x) |
| (3) | Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x) |
| (4) | Calculate the Non-Discounted Billed Amount for Special Access DS3 Service multiplexer Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x)
(N) |

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- | | | |
|-----|---|-----|
| (5) | Calculate the Non-Discounted Billed Amount for Special Access DS1 Service SAL Discounted Rate Elements under FCC14 and Special Access DS1 Service Circuit Termination Discounted Rate Elements under FCC16 by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x) |
| (6) | Calculate the Non-Discounted Billed Amount for Special Access DS3 SAL Discounted Rate Elements under FCC14 and Special Access DS3 Service Circuit Termination Discounted Rate Elements under FCC16 by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x) |
| (7) | Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Mileage Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. | (x) |

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (8) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Mileage (including Banded Channel Mileage and Base Rate Channel Mileage) Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (x)
- (9) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Special Transport Discounted Rate Elements under FCC14 and Special Access DS1 Service Circuit Mileage under FCC16 by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (x)
(x)
- (10) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Special Transport (including Banded Special Transport and Special Transport) Discounted Rate Elements under FCC14 and Special Access DS3 Service Circuit Mileage (including Banded Circuit Mileage and Circuit Mileage) under FCC16 by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (x)
(x)
(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 4) Calculate the difference in the discount percentages.

For each of the Discounted Rate Element categories specified in (1) through (10) of Step 3 above, using the discount percentages set forth in 25.3.5(B) preceding, individually calculate the difference between (i) the discount percentage of the Achieved Discount Tier; and (ii) the discount percentage of the Assigned Discount Tier.

For example, if the Assigned Discount Tier for Channel Terminations in this tariff and FCC11 under category (1) of Step 3 preceding has a discount percentage of 36% and the Achieved Discount Tier for category (1) of Step 3 preceding has a discount percentage of 35%, then the difference in the discount percentages is 1%.

(x)

(Step 5) Individually calculate the dollar amount of the Discount Tier Adjustments.

For each Discounted Rate Element category specified in (1) through (10) of Step 3 above, individually calculate the dollar amount of the Discount Tier Adjustment by multiplying (i) the Non-discounted Billed Amount calculated for each Discounted Rate Element category in Step 3 above; by (ii) the difference in the discount percentage determined in Step 4 above for such Discounted Rate Element category.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 6) Calculate the total Discount Tier Adjustment for the NDP.

(1) Add the total of the Discount Tier Adjustments for the Channel Termination and multiplexer rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Terminations and multiplexers.

(2) Add the total of the Discount Tier Adjustments for the Channel Mileage rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Mileage.

(3) For NDP Customers who elected the Standard Commitment Matrix (T)
or the Premier Commitment Matrix, Discount Tier Adjustments (T)
may result in a debit adjustment or credit adjustment to the
NDP Customer's bill. The Telephone Company will apply the
Discount Tier Adjustment calculated in (D) (2) (a) preceding
to the BAN(s) designated by the NDP Customer under Section
25.3.2(C) (5) preceding. The Discount Tier Adjustment is not
subject to late payment penalty under Section 2.4.1
preceding, except when the bill containing a debit Discount
Tier Adjustment is not paid by the payment date.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)(D) Discount Tier Adjustment (Cont'd)

- (4) As an illustrative example of an adjustment to a higher Discount Tier for Channel Terminations, assume that (i) the NDP Customer is under the Premier Commitment Matrix; and (ii) the Assigned Discount Tier for Channel Terminations is Discount Tier D (120,001 to 195,000 Equivalent DS1 CTs) which provides a 36% discount for DS1 Channel Terminations; and (iii) no Discount Tier Adjustment is required for Channel Mileage because the NDP Customer's Achieved Discount Tier is the same as the Assigned Discount Tier for the Annual True-Up Period (i.e., the Telephone Company will disregard categories (7) through (10) of Step 3 in Section 25.3.7(D) (3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 25.3.7(B) (1) preceding. In this example, assume that this number is calculated as 201,000 Equivalent DS1 CTs.

(Step 2) Determine the Achieved Discount Tier in accordance with category (1) of Step 3 in Section 25.3.7(D) (2) (a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations under this tariff and FCC11 is Tier E (195,001 to 275,000 which has a 37% discount). Since the Monthly Average Count of Equivalent DS1 CTs is 201,000 Equivalent DS1 CTs, the corresponding Achieved Discount Tier for Channel Terminations is Tier E (195,001 to 275,000 which has a corresponding discount percentage of 37% discount).

(x)

Since the Achieved Discount Tier (Tier E) is a higher Discount Tier than the Assigned Discount Tier (Tier D), proceed with Steps 3 through 6 of Section 25.3.7(D) (2) (a) preceding.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts for each Channel Termination and multiplexer Discounted Rate Element category specified in Step 3 of Section 25.3.7(D) (2) (a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D) (2) (a) preceding), is calculated as follows:

(x)

(1) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations under this tariff and FCC11 is \$12,000,000.

(x)

(ii) Remove the discount associated with the Assigned Discount Tier [$\$12,000,000 / (1 - 0.36) = \$18,750,000$].

The monthly Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D) (2) (a) preceding) is \$18,750,000.

(x)

In accordance with Step 3 of Section 25.3.7(D) (2) (a) preceding, calculate the monthly Non-Discounted Billed Amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (categories (2) through (6) of Step 3 in Section 25.3.7(D) (2) (a) preceding).

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 4) Calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for the Channel Termination Discounted Rate Elements in this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding). For this Discounted Rate Element category, the difference is calculated as follows: [37% Achieved Discount Tier - 36% Assigned Discount Tier = 1% difference]

(x)

In accordance with Step 4 of Section 25.3.7(D)(2)(a) preceding, calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding).

(Step 5) Calculate the dollar amount of the Discount Tier Adjustments for the Channel Termination Discounted Rate Elements in this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding). For this Discounted Rate Element category, the dollar amount is calculated as follows [18,750,000 Non-Discounted Billed Amount from Step 3 x 1% difference in discount percentage from Step 4 = \$187,500].

(x)

In accordance with Step 5 of Section 25.3.7(D)(2)(a) preceding, calculate the dollar amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding).

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 5) (Cont'd)

Assume the calculations in Steps 3 through 5 preceding are done for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

DS1 Multiplexer this tariff & FCC11	\$100,000	(x)
DS3 CT this tariff & FCC11	\$200,000	
DS3 Multiplexer this tariff & FCC11	\$150,000	
DS1 CT FCC14 & FCC16	\$100,000	
DS3 CT FCC14 & FCC16	\$200,000	(x)

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 25.3.7(D)(2)(a) preceding. The total Discount Tier Adjustment for Channel Termination and multiplexer Discounted Rate Elements is equal to \$937,500 [\$187,500 + \$100,000 + \$200,000 + \$150,000 + \$100,000 + \$200,000]. The NDP Customer would receive a credit of \$937,500 on its BANs for this Discount Tier Adjustment.

(5) No change will be made to the NDP Customer's Commitment Levels, regardless of whether or not the Discount Tier was adjusted upward or downward. An NDP Customer subscribed to the Premier Commitment Matrix may qualify for the Commitment Buy-Up Bonus Option and receive a CBB Discount under Section 25.3.7(E) following.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-Up Bonus

During an Annual True-Up, an NDP Customer that meets the following criteria may choose to exercise the Commitment Buy-Up Bonus option. The CBB Discount is provided in connection with the Annual True-Up Period, and is in addition to any other discounts provided under NDP.

- (1) If the NDP Customer meets all of the requirements of (a) through (c) following, the NDP Customer is eligible to exercise the Commitment Buy-Up Bonus Option with respect to either or both Commitment Levels:
 - (a) the NDP Customer subscribed to the Premier Commitment Matrix during the Annual True-Up Period; and
 - (b) the NDP Customer has met both its CT Commitment Level and its CM Commitment Level (assuming it established both such Commitment Levels) under Section 25.3.7(B) preceding; and
 - (c) the actual quantity of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up Period is five percent (5%) or more greater than the actual quantity of Equivalent DS1 CTs or CMs, as applicable, in month one (1) of the Annual True-Up Period.
- (2) If the NDP Customer elects to increase its CT Commitment Level and/or CM Commitment Level, the new Commitment Level(s) for the NDP will be set at ninety (90%) of the month 12 count of Equivalent DS1 CTs; or at ninety (90%) of the month 12 count of Equivalent DS1 CMs, as applicable. In determining the month 12 counts, the Telephone Company will include any Upgrade Adjustment or Sale Adjustment as set forth in Sections 25.3.7(H) and 25.3.10 following, respectively.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)(E) Commitment Buy-up Option (Cont'd)

- (3) Where an increase in (E) (2) above occurs, the CBB Discount shall be calculated in accordance with (E) (4) following, and such calculation shall use the Percent Increase and corresponding CBB Discount Percentage achieved by the NDP Customer in accordance with the table below:

<u>Percent Increase</u>	<u>CBB Discount Percentage</u>
Less than 5%	No Discount
5% - 9.99%	1%
10% - 14.99%	2%
15% - 19.99%	3%
20% - 24.99%	4%
25% or more	5%

- (4) The CBB Discount is calculated as follows.

- (Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage

A Percent Increase will be calculated for the Equivalent DS1 CTs and a separate Percent Increase will be calculated for the Equivalent DS1 CMs.

- (a) The Percent Increase for the Equivalent DS1 CTs is calculated as follows:

- (1) subtract (i) the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period; and
- (2) divide the result from (a) (1) preceding by the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

(Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage (Cont'd)

(b) The Percent Increase for the Equivalent DS1 CM is calculated as follows:

- (1) subtract (i) the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CMs in month twelve (12) of the Annual True-Up Period; and
- (2) divide the result from (b)(1) preceding by the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period.

The applicable CBB Discount Percentage is derived from the table in Section 25.3.7(E)(3) preceding by using the Percent Increase as calculated in this Step 1. The CBB Discount Percentage is separately derived for Channel Terminations and Channel Mileage from the table in Section 25.3.7(E)(3) preceding.

For example, if the Percent Increase (as calculated in Step 1) for Equivalent DS1 CTs is 11%, and the Percent Increase for Equivalent DS1 CMs is 23%, then the corresponding CBB Discount Percentage from the table in (E)(3) preceding is 2% for Equivalent DS1 CTs and 4% for Equivalent DS1 CMs.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs

Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 1 of Section 25.3.7(B)(1) preceding and/or the Monthly Average Count of Equivalent DS1 CMs in accordance with Step 1 of Section 25.3.7(B)(1) preceding, as applicable.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

- (Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CTs or Equivalent DS1 CMs

The Average Monthly Rate per Equivalent DS1 CT is calculated in accordance with Step 3 of Section 25.3.7(C) (1) preceding.

The Average Monthly Rate per Equivalent DS1 CM is calculated in accordance with Step 3 of Section 25.3.7(C) (2) preceding.

- (Step 4) Calculate the Actual Increase in Equivalent DS1 CTs and Equivalent DS1 CMs

The Actual Increase in the count of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, is calculated by subtracting (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; from (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.

- (Step 5) Calculate the CBB Discount

The CBB Discount is equal to the product of the following:

- (a) the Average Monthly Rate per Equivalent DS1 CT or Equivalent DS1 CM, as applicable, as determined in Step 3 preceding; multiplied by
- (b) the Actual Increase determined in Step 4 preceding; multiplied by
- (c) the applicable CBB Discount Percentage determined in Step 1; multiplied by
- (d) 12 months.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.7 Annual True-Up (Cont'd)(E) Commitment Buy-up Option (Cont'd)

(5) As an illustrative example of the Commitment Buy-Up Bonus and the calculation of the CBB Discount for the CT Commitment Level, assume that the actual number of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period was 6,046 Equivalent DS1 CTs and the actual number of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period was 7,001.

(Step 1) Calculate the Percent Increase and corresponding CBB Discount Percentage in accordance with Step 1 of Section 25.3.7(E) (4) preceding.

In this example, the Percent Increase for Equivalent DS1 CTs is 16% $[(7,001 - 6,046)/6,046]$. The corresponding CBB Discount Percentage per the table in Section 25.3.7(E) (3) preceding is 3%.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 2 of Section 25.3.7(E) (4) preceding. For this example, assume that the Monthly Average Count of Equivalent DS1 CTs is 6,350 Equivalent DS1 CTs.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT in accordance with Step 3 of Section 25.3.7(E) (4) preceding. For this example, assume that the total charges over the Annual True-Up Period were \$9,475,000 which results in an average of \$124.34 per Equivalent DS1 CT. $[(9,475,000 \text{ divided by } 12 \text{ months}) = \$789,583]$ (\$789,583 divided by 6,350 = an Average Monthly Rate of Equivalent DS1 CTs is \$124.34 per Equivalent DS1 CT]

(Step 4) Determine the Actual Increase in Equivalent DS1 CTs in accordance with Step 4 of Section 25.3.7(E) (4) preceding. In this example, the Actual Increase for Equivalent DS1 CTs is 955 Equivalent DS1 CTs $(7,001 - 6046)$.

(Step 5) Determine the CBB Discount for the CT Commitment Level in accordance with Step 5 of Section 25.3.7(E) (4) preceding. In this example, the CBB Discount is \$42,748 $[955 \text{ Actual Increase} \times \$124.34 \text{ Average Rate per Equivalent DS1 CT} \times 3\% \text{ Percent Increase} \times 12 \text{ months} = \$42,748 \text{ CBB Discount}]$.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(F) Assign the Discount Tier(s) for the Next Plan Year

The Telephone Company will assign the Discount Tier(s) applicable to the next Plan Year (i.e., from the most recent Anniversary Date to the next successive Anniversary Date) if the Achieved Discount Tier in month twelve (12) of the Annual True-Up Period (taking into account any (i) Upgrade Adjustment, as calculated in accordance with Section 25.3.7(H) following, for any Qualifying Service(s) that has been Upgraded; and (ii) any Sale Adjustment, as calculated in accordance with Section 25.3.10 following, for any Qualifying Service(s) for the ACNA(s) included in the NDP Customer's NDP which are affected by a Telephone Company Sale) is a higher or lower Discount Tier than the Assigned Discount Tier for the Annual True-Up Period. With respect to either Channel Terminations or Channel Mileage, the new Discount Tier for the next Plan Year (i.e., the new Assigned Discount Tier) shall result in an increased or decreased discount percentage pursuant to Section 25.3.5(B) preceding. If the Achieved Discount Tier (as determined in accordance with Section 25.3.7(D) preceding) is the same as the Assigned Discount Tier for the Annual True-Up, no action will be taken. (N) (N)

For example, assume that the NDP Customer's Assigned Discount Tier in Plan Year 2 for Channel Mileage Discounted Rate Elements was Discount Tier B. Further assume that the NDP Customer's Achieved Discount Tier for such Channel Mileage Discounted Rate Elements in month 12 of the Annual True-Up Period was Discount Tier C. In this case, the Telephone Company will assign Discount Tier C as the Discount Tier for the next Plan Year.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(G) Changes to Commitment Matrix During an Annual-True-Up

(1) Permitted Changes

If the NDP Customer has selected the Standard Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to either the Deluxe Commitment Matrix or the Premier Commitment Matrix at an Annual True-Up. If the NDP Customer has selected the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to the Premier Commitment Matrix at an Annual True-Up. Such request must be in writing and made no later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP. The Telephone Company will set the new Commitment Levels based on the Commitment Matrix selected in accordance with Section 25.3.4(C) preceding. Such new Commitment Levels shall apply on a going forward basis for the balance of the Initial Term or Renewal Term, as applicable.

(C)
(C)
(N)
|
(N)

(C)

(2) Prohibited Changes

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable, including during an Annual True-Up. If the NDP Customer has selected the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix to the Standard Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable, including during an Annual True-Up.

(N)
|
(N)

(3) Certain Other Changes to the Commitment Matrix

As described further in Section 25.3.14 following, at the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as the NDP Customer does not also concurrently select the Renewal Benefit Option.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(H) Upgrades

- (1) For customers who subscribe to NDP on or after December 2, 2010, or renew their subscription to NDP on or after December 2, 2010, the NDP customer may disconnect a Qualifying Service in order to replace such Qualifying Service with a Replacing Service pursuant to Section 2.9 preceding. (N)

For customers who subscribed to an NDP prior to December 2, 2010, this Section 25.3.7(H) includes replacements of Qualifying Services with Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service. However, the customer may, at its option, replace a Qualifying Service with a Replacing Service pursuant to Section 2.9 preceding in lieu of this Section 25.3.7(H). (N)

- (2) During the Term of the NDP, an NDP Customer may Upgrade a Qualifying Service to a service that is (a) a Qualifying Service of a higher capacity/bandwidth (e.g., an Upgrade of a Special Access DS3 Service to an IEF Service); or (b) a non-Qualifying Service of a higher bandwidth/capacity (e.g., an Upgrade of a Special Access DS3 Service to a Telephone Company provided optical service of a greater bandwidth). An Upgrade under (a) above shall result in no change to the NDP Customer's NDP. (T)

- (3) Except as otherwise specified in Sections 2.9.5 and 2.9.6 preceding for a Technology Migration, an Upgrade must meet all of the following conditions: (T)

- (a) Both the Qualifying Service being Upgraded (the existing service) and the replacing Qualifying Service or non-Qualifying Service, as applicable, (the new service), must be provided solely by the Telephone Company;
- (b) at least one of the terminating locations of the new service must be the same location as one of the terminating locations of the existing service; and
- (c) the total bandwidth or capacity of the new service must be equal to or greater than the total bandwidth or capacity of the existing service; and

Certain material previously appearing on this page currently appears on Original Page 25-100.1

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(T)

(d) the NDP Customer must submit order(s) for the disconnect of the existing service and the installation of the new service, such that the installation date of the new service is within ninety (90) days of the disconnection of the existing service. The orders must be related by related purchase order number (RPON); and

(M) (x)

(e) The commitment period for the new service must be at least five (5) years, except where a commitment period of at five (5) years or longer is not available, in which case the longest available commitment period must be selected; and

(f) At each next Annual True-Up following the Upgrade, the new service must be installed and still in-service to be eligible for an Upgrade Adjustment as set forth in (H) (3) following.

(M) (x)

(x) Material currently appearing on this page previously appeared on Original Revised Page 25-100

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(T)

(g) No later than thirty (30) days prior to the Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of the existing services (as defined in (H) (2) (a) above) that were Upgraded to non-Qualifying Services (as defined in (H) (2) (a) above) during the Annual True-Up Period. The list must be in writing and must contain the following information:

- (i) the circuit identification number for each existing service; and
- (ii) the circuit identification number for each new service; and
- (iii) the RPONs associated with the Upgrades.

(4) With the exception of an Upgrade involving a Technology Migration pursuant to Section 2.9 preceding, when a Qualifying Service is Upgraded to a non-Qualifying Service, the Telephone Company will calculate the Upgrade Adjustment (i.e., an adjusted number of Equivalent DS1 CTs for the Qualifying Services that were Upgraded (in accordance with (a) following), and an adjusted number of Equivalent DS1 CMs for the Qualifying Services that were Upgraded (in accordance with (b) following). The Telephone Company shall use such Upgrade Adjustments in (i) the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.3.7(B) (1) preceding; (ii) Section 25.3.7(F) for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.3.7(E) to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option. (C) (C)

(a) The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows.

- (1) Using the table in Section 25.3.4(A) (1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were Upgraded to a non-Qualifying Service as calculated in accordance with Section 25.3.4(A).

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

(T)

(a) (Cont'd)

- (2) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Upgrade occurred through the end of the Annual True-Up Period. For example, if the Upgrade occurred in June, and the Annual True-Up Period ended in November, then the number of whole months remaining in the Annual True-Up Period was five (5) months; and
- (3) Determine the Upgrade Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (1) above; by (b) the result of (2) above. The Telephone Company shall use such Upgrade Adjustments in the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs, as set forth in Section 25.3.7(B) (1) preceding.

As an example, assume the NDP Customer Upgraded two (2) Special Access DS3 Services to a Telephone Company provided optical Service in the seventh (7th) month of the Annual True-Up Period. The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows:

- (1) multiply the number of DS3 level Qualifying Services that were Upgraded by the corresponding DS1 CT Multiplier. [2 Special Access DS3 Services x 28 =56 Equivalent DS1 CTs]
- (2) five (5) months remain in the Annual True-Up Period. [the Upgrade occurred in the 7th month of the Annual True-Up Period which is period of twelve(12) months]
- (3) the Upgrade Adjustment used in the calculation set forth in Step 2(i) of Section 25.3.7(B) (1) preceding would be 280 Equivalent DS1s. [56 Equivalent DS1 CTs upgraded in (i) above multiplied by 5 months as determined in (2) above]. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CTs as set forth in Section 25.3.7(B) (1) preceding.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

(T)

(b) The Upgrade Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Upgrade Adjustment of Equivalent DS1 CTs specified in (H)(3)(a) preceding, except that such calculations shall use Equivalent DS1 CMs and DS1 CM multipliers. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CMs as set forth in Section 25.3.7(B)(1) preceding.

25.3.8 Minimum Period

The minimum period, as set forth in Section 5.2.5 preceding, for any service associated with a Discounted Rate Element provided under the NDP is one year from the date that such service is installed. Minimum period charges, as calculated in Section 5.2.6 preceding, will be assessed if the NDP Customer does not maintain the service with Discounted Rate Elements under Section 25.3.5 preceding for at least the one year minimum period.

As an illustrative example, assume that the NDP Customer establishes a Special Access DS1 Service under a TPP on January 1, 2001. On June 1, 2007, the NDP Customer establishes the NDP. On November 1, 2007, the NDP Customer disconnects that Special Access DS1 Service that was originally installed on January 1, 2001. Since the service was installed on January 1, 2001, and the disconnection date was November 1, 2007, the minimum period under the NDP of one year has been met. Therefore, the NDP Customer is not required to pay any minimum period charges.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.9 Changes to Basic Service and/or Base Rates

The Basic Service or Base Rates to which the discount percentages are applied under the NDP are subject to change. An increase in the Basic Service rate (used with Special Access DS1 Service only) or Base Rate (used with Special Access DS3 Service only) will result in an increase to the rates under the NDP for the applicable Special Access DS1 Service and Special Access DS3 Services. A decrease in the Basic Service rate or Base Rate will result in a decrease to the rates under the NDP for the applicable Qualifying Service.

25.3.10 Sale of a Telephone Company Operating Territory

(A) In the event of a Telephone Company Sale during a Plan Year, the following applies:

- (1) The Telephone Company will determine and record the actual number of Equivalent DS1 CTs and the actual number of Equivalent DS1 CMs affected by the Telephone Company Sale; and
- (2) If a Telephone Company Sale occurs during the Initial Term, or a Renewal Term, the Telephone Company will calculate the Sale Adjustment (i.e., an adjusted amount of Equivalent DS1 CTs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, and/or an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, as applicable). The Telephone Company shall use both of such Sale Adjustments in the Annual True-Up for the balance of the Initial Term or the Renewal Term, as applicable. Specifically, during the Annual True-Up, the Telephone Company shall use both of such Sale Adjustments in (i) the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.3.7(B)(1) preceding, either during the Initial Term or the Renewal Term; (ii) Section 25.3.7(F) preceding for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.3.7(E) preceding to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.10 Sale of a Telephone Company Operating Territory (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

- (a) When calculating the Monthly Average Count of Equivalent DS1 CTs under Section 25.3.7(B)(1) preceding, the Telephone Company will calculate the Sale Adjustment of Equivalent DS1 CTs (as used in Step 2(ii) of Section 25.3.7(B)(1) preceding) for each Qualifying Service included in the Telephone Company Sale.

The Sale Adjustment of Equivalent DS1 CTs is calculated as follows:

- (i) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were sold as calculated in accordance with Section 25.3.4(A)(1) preceding.
- (ii) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Telephone Company Sale occurred through the end of the Annual True-Up Period. For example, if the Telephone Company Sale occurred in April, and the Annual True-Up Period ended in August, then the number of whole months remaining in the Annual True-Up Period was four (4) months; and
- (iii) Determine the Sale Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (i) above; by (b) the result of (ii) above. The Telephone Company shall use such Sale Adjustment(s) in the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.3.7(B)(1) preceding.
- (b) The Sale Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Sale Adjustment of Equivalent DS1 CTs is calculated in (a) above, except that such calculations shall use Equivalent DS1 CMs and DS1 CM Multipliers instead of Equivalent DS1 CTs and DS1 CT Multipliers.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP

- (A) One of the following two (2) options must be chosen by the NDP Customer when adding one or more ACNA(s) to its NDP:
- (1) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are not already included in a different NDP, then, at its option, the NDP Customer may include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B) (1) following; or (N) (C)
- (2) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are already included in another NDP, then the NDP Customer must include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B) (2) following. (N)

The terms of Section 25.3.1(C) preceding apply in addition to any requirements set forth herein.

- (B) No later than thirty (30) calendar days prior to each Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of any ACNAs that the NDP Customer added (as defined in (A) above) during the Annual True-Up Period. Whether or not the acquired ACNA(s) is/are already included in an NDP shall determine whether (i) the NDP Customer's NDP is augmented to include such acquired ACNA(s); (ii) the NDP Customer's NDP is combined with the NDP associated with the acquired ACNA(s); or (iii) a new NDP is established that includes the NDP Customer's existing ACNA(s) and the added ACNAs.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s)

Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.3.11(A)(1) preceding (i.e., such ACNA(s) is/are not already included in another NDP), the NDP Customer's NDP shall be augmented to include the quantities of the Qualifying Services of such added ACNAs.

- (a) At the next Annual True-Up following the effective date of the NDP Customer acquiring the additional ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding as if the NDP Customer had not acquired the additional ACNA(s).

- (b) Upon completion of Section 25.3.7(A)(1) through (A)(5) preceding, and in accordance with Section 25.3.1(C) or (D) preceding, the acquired ACNA(s) will be added to the NDP and all of the following shall occur: (N) (N)

(1) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the NDP to include the Qualifying Services of the acquired ACNA(s) as follows:

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s)
(Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 1) Using the table in Section 25.3.4(A) (1) preceding, and the actual quantities of Channel Terminations for the acquired ACNA(s) in month twelve (12) of the Annual True-Up Period (even though such Channel Terminations of the acquired ACNA(s) were not used in the Annual True-Up), determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier using the table set forth in Section 25.3.4(A) (1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

(Step 2) The Telephone Company will calculate a CT Commitment Level for the acquired ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP Customer has the Standard Commitment Matrix, by ninety percent (90%) if the NDP Customer has the Premier Commitment Matrix, or by ninety-two percent (92%) if the NDP Customer has the Deluxe Commitment Matrix. (T)
(N)
(N)

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) in the same manner as the CT Commitment Level was developed in the preceding paragraph.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.3.7(B) or Section 25.3.7(E) preceding, of the Annual True-Up), the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3. Any prior CT Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3. Any prior CM Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

As an example, assume the NDP Customer's CT Commitment Level is 10,000 Equivalent DS1 CTs. Further assume that the NDP Customer acquired one ACNA with Qualifying Services in month twelve (12) of the Annual True-Up Period in the following quantities (a) nine (9) Special Access DS3 Services; and (b) two thousand (2000) Special Access DS1 Services. The adjustment to the CT Commitment Level is calculated as:

(Step 1) determine the quantity of Equivalent DS1 CTs for the acquired ACNA(s) by multiplying

(i) the number of DS3 level Qualifying Services for the acquired ACNA(s); by

(ii) the corresponding DS3 CT Multiplier [9 Special Access DS3 Services x 28 = 252 Equivalent DS1 CTs].

(iii) Then, multiply the number of DS1 level Qualifying Services for the acquired ACNA(s); by

(iv) the corresponding DS1 CT Multiplier [2000 Special Access DS1 Services x 1 = 2000 Equivalent DS1 CTs].

(v) add the result of (ii) and (iv) above [252 for DS3 Level + 2000 for DS1 Level = 2252 Equivalent DS1 CTs].

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 2) Calculate the increase to the CT Commitment Level by multiplying the result in Step 1 above by eighty-five percent (85%) for the Standard Commitment Matrix, by ninety percent (90%) for the Premier Commitment Matrix, or by ninety-two percent (92%) for the Deluxe Commitment Matrix. In this example, assume the NDP Customer has Premier Commitment Matrix [2252 Equivalent DS1 CTs for the acquired ACNA x 90% Commitment for Premier Commitment Matrix = 2027 Equivalent DS1 CTs (i.e., the Commitment Level for the acquired ACNA)]. (T)

(Step 3) Add the CT Commitment Level for the acquired ACNA determined in Step 2 above to the CT Commitment Level for the remaining portion of the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.3.7(B) and Section 25.3.7(E) preceding, of the Annual True-Up) (assumed to be 10,000 Equivalent DS1 CTs in this example) to determine the revised CT Commitment Level for the remainder of the Term unless otherwise changed in this Section 25.3. [10,000 Equivalent DS1 CTs for the existing CT Commitment Level + 2027 Equivalent DS1 CTs for the CT Commitment Level of the acquired ACNAs = a revised CT Commitment Level for the NDP of 12,027 Equivalent DS1 CTs]. Any prior CT Commitment level established under Section 25.3.7(B) and Section 25.3.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3. (N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 3) (Cont'd)

A revised CM Commitment Level for the NDP would be calculated in the same manner as the revised CT Commitment Level for the NDP was calculated, except that such calculations shall use quantities of Equivalent DS1 CMs and the DS1 CM Multiplier. Any prior CM Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

(2) Assign the Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tiers applicable to the next Plan Year in accordance with Section 25.3.7(F) preceding.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs

(a) Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.3.11(A) (2) preceding (i.e., such ACNA(s) is/are already included in another NDP), the NDP Customer who wishes to add the ACNA(s) to its NDP has the following options to combine the NDPs involved:

(1) Surviving NDP Option

Combine the NDP for the existing ACNA(s) with the NDP of the added ACNA(s) into a Surviving NDP as set forth in (B) (2) (b) following; or

(2) New NDP Option

Establish a new NDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in (B) (2) (c) following.

(b) Surviving NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B). The Telephone Company will determine whether Plan A or Plan B has the greatest Monthly Charges in the month before the NDPs are combined, and such NDP will be deemed the Surviving NDP. The Surviving NDP shall be augmented to add the acquired ACNAs to the ACNAs of the Surviving NDP.

(1) At the next scheduled Annual True-Up for the Surviving NDP following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A) (1) through (A) (5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan A and separately complete Steps (A) (1) through (A) (5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct the Final True-Up for the non-Surviving NDP using the number of months available at the time the Final True-Up is conducted. The non-Surviving NDP shall be cancelled upon completion of such Final True-Up. Termination liability under Section 25.3.13 following will not apply to such cancellation.

(N)

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(x)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) Once the Annual True-Ups under (B) (2) (b) (1) preceding are complete, and in accordance with Section 25.3.1(C) preceding, the ACNAs, Qualifying Services and Commitment Levels of the non-Surviving NDP will be added to the ACNAs, Qualifying Services and Commitment Levels of the Surviving NDP as follows:

(a) If the Surviving NDP used a Standard Commitment Matrix, the Standard Commitment Matrix will continue to apply to the combined plan. If the Surviving NDP used a Premier Commitment Matrix, the Premier Commitment Matrix will continue to apply to the combined plan; and

(b) Commitment Levels and Discount Tiers will be adjusted as follows; and

(i) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the Surviving NDP to include the Qualifying Services of the non-Surviving NDP as follows:

(Step 1) Using the table in Section 25.3.4(A) (1) preceding, and the actual quantities of Channel Terminations for the month prior to conducting the Final True-Up for the non-Surviving NDP, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier in accordance with the table in Section 25.3.4(A) (1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph in accordance with the table in Section 25.3.4(A) (2) preceding.

(x)

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(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(i) Adjust Commitment Levels (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the acquired ACNA(s) of the non-Surviving NDP by multiplying the result in Step 1 above by eighty-five percent (85%) if the Surviving NDP uses the Standard Commitment Matrix, by ninety percent (90%) if the Surviving NDP uses the Premier Commitment Matrix or by ninety-two percent (92%) if the Surviving NDP uses the Deluxe Commitment Matrix. (T)
(N)
|
(N)

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) of the non-Surviving NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(ii) The Plan Year for the Surviving NDP is the next scheduled Plan Year for that NDP prior to combining plans. For example, if the Surviving NDP was in Plan Year 2 prior to the NDPs being combined, the Surviving NDP will be in Plan Year 3 after the NDPs are combined.

(c) Assign Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the Surviving NDP for the next Plan Year in accordance with Section 25.3.7(F) preceding.

(c) New NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B) into a new NDP (Plan C) that includes the ACNAs of Plan A and Plan B.

(1) At the first Annual True-Up for either Plan A or Plan B following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct a Final True-Up on Plan A, and a separate Final True-Up on Plan B using the number of months available at the time the Final True-Up is conducted. Upon completion of the Final True-Up for each plan, Plan A and Plan B shall both be cancelled without the application of termination liability under Section 25.3.13 following.

(N)

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(c) New NDP Option (Cont'd)

(2) The new NDP shall be established using the quantities of Qualifying Services for the ACNAs of Plan A and Plan B as determined in the Final True-Up for each plan, and shall be established and maintained in accordance with the requirements of this Section 25.3.

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale

(A) A Customer Sale is the consummation of a sale, divestiture, spin-off, or other transaction which results in the NDP Customer no longer having any (i.e., 0%) control (including any stock or assets) in a Person that is (at the time of the Customer Sale) included within the NDP Customer's NDP. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

(1) When an NDP Customer is subject to a Customer Sale, and seeks to remove one or more ACNA(s) from its NDP, the terms of Section (A)(2) following shall apply, and the Telephone Company shall automatically at the next Annual True-Up modify the existing NDP by removing the affected ACNAs and the Qualifying Services associated with the affected ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date, the NDP Customer must provide a written notice with supporting documentation that describes the Customer Sale, and the ACNAs impacted by such Customer Sale.

If the NDP Customer sells, divests, spins off, or otherwise reduces its control (including any stock or assets) in a Person that is (at the time of the applicable sale transaction) included within the NDP Customer's NDP, but the NDP Customer still retains some control (i.e., greater than 0%) in the affected Person(s), then all of the ACNA(s) of such Person(s) shall continue to be included in the NDP Customer's NDP, in accordance with the terms of Section 25.3.1(C) or (D) preceding. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) If the NDP Customer has removed an ACNA(s), the Telephone Company shall take the following actions:

(a) At the next Annual True-Up following the effective date of removal of the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding as if the ACNA(s) has not been removed.

(b) Once the Annual True-Up under (2)(a) preceding is complete, the Telephone Company will modify the NDP as follows:

(i) Reduce Commitment Levels

The CT Commitment Level and CM Commitment Level will be reduced by (i) eighty-five percent (85%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Standard Commitment Matrix; (ii) ninety percent (90%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Premier Commitment Matrix; or (iii) ninety-two percent (92%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Deluxe Commitment Matrix as follows:

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(N)

(Step 1) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the Customer Sale as calculated in accordance with Section 25.3.4(A) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the removed ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the removed ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP uses the Standard Commitment Matrix, by ninety percent (90%) if the NDP uses the Premier Commitment Matrix, or by ninety-two percent (92%) if the NDP uses the Deluxe Commitment Matrix. (T)
(N)
(N)

The Telephone Company will develop a CM Commitment Level for the removed ACNA(s) of the NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will subtract the CT Commitment Level for the removed ACNA(s) determined in Step 2 above from the CT Commitment Level for the remaining portion of the NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Initial Term or Renewal term, as applicable, unless otherwise adjusted in this Section 25.3.

The Telephone Company will subtract the CM Commitment Level for the removed ACNA(s) determined in Step 2 above from the CM Commitment Level of the Initial Term or Renewal term, as applicable, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(c) Assign Discount Tiers for the Next Plan Year

Using the reduced quantities for the Qualifying Services of the remaining ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the NDP for the next Plan Year in accordance with Section 25.3.7(F) preceding.

(d) Termination Liability under Section 25.3.13 following will not apply for removal of the Qualifying Services from the NDP that are affected by the removal of an ACNA.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.13 Termination Liability

- (A) If the NDP is terminated prior to the end of the Initial Term or during the Renewal Term (subject to certain conditions as described in Section 25.3.14 following), termination liability applies to all Qualifying Services.
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.3.8 preceding.
- (C) The applicable termination liability during the Initial Term or Renewal Term, as applicable, as set forth below shall be based on the Plan Year in which the NDP Customer terminates the NDP.

<u>Plan Year</u>	<u>Termination Liability</u>
1	100% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 1 and 50% of the monthly charges for the remaining 4 years.
2	50% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 2 and 50% of the monthly charges for the remaining 3 years.
3	25% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 3 and 25% of the monthly charges for the remaining 2 years.
4	15% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 4 and 15% of the monthly charges for the remaining year. If the NDP Customer has selected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 4 does not apply after month 42 of the Renewal Term.
5	10% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 5. If the NDP Customer has elected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 5 does not apply during the Renewal Term.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.14 Renewal and Termination of NDP

(A) Description

No later than sixty (60) calendar days prior to expiration of the Initial Term or Renewal Term, as applicable, of the NDP, the NDP Customer must provide the Telephone Company with written notice of its election of one of the following options.

- | | | |
|-----|---|-----------------|
| (1) | Renew its NDP for a 5-year Renewal Term as described in Section 25.3.14(B) including providing written election of its subscription to the Renewal Benefit Option as set forth in Section 25.3.14(C) following; or | (T)
(T) |
| (2) | Subscribe to a new NDP with all or some of its ACNA(s) to be included. All terms and conditions of NDP, including termination liability, shall apply to the new Initial Term. The Renewal Benefit Option is not applicable to this option; or | (N)

(N) |
| (3) | subscribe the Qualifying Services of the expiring NDP to any then effective discount plan, term plan or Contract Tariff Option for which the NDP Customer is eligible; or | (T) |
| (4) | continue with service on a month-to-month basis without any discount or term plan; or | (T) |
| (5) | discontinue service for all Qualifying Services without the application of termination liability as set forth in Section 25.3.13 preceding. | (T) |

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.14 Renewal and Termination of NDP (Cont'd)(B) Renewal

The NDP Customer's election to renew its NDP for another Renewal Term under Section 25.3.14(A)(1) preceding must be provided in writing, must include a list of ACNA(s) designated to be included in the NDP Renewal Term, and must be received by the Telephone Company no later than 60 calendar days prior to expiration of the Term. If the NDP Customer does not provide the Telephone Company with written notice (including providing timely notice) of its election under Section 25.3.14(A) preceding, and subject to the following requirements, the expiring NDP shall automatically renew for a 5-year Renewal Term at the end of the Initial Term or Renewal Term, as applicable, for the ACNA(s) included in the expiring NDP. (C)

- (1) The Telephone Company will conduct a final Annual True-Up for Plan Year 5 in accordance with Section 25.3.7 preceding (Final True-Up), except that such Final True-Up shall not include the following steps:
 - (a) the Commitment Buy-Up option as set forth in Section 25.3.7(E) preceding; and
 - (b) the Telephone Company will not assign Discount Tiers for the expiring NDP since the NDP has just completed its last Plan Year of the Initial Term or Renewal Term, as applicable; and
 - (c) subject to Section 25.3.14(C) following, where the NDP Customer provides timely notice of its election under Section 25.3.14(A) preceding, the NDP Customer may change the Commitment Matrix to any available Commitment Matrix option.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.14 Renewal and Termination of NDP (Cont'd)(B) Renewal (Cont'd)

- (2) The Telephone Company shall establish the renewed NDP using the quantities of Qualifying Services for the NDP Customer's ACNA(s) as determined in Section 25.3.1 (D) preceding (including any ACNA(s) associated with any Person(s) that are included in the NDP Customer's NDP, as determined in Section 25.3.1 (D) preceding). The renewed NDP shall be established and maintained in accordance with the requirements of this Section 25.3 and shall be subject to the following conditions:
- (a) A Renewal Term of five (5) years; and
 - (b) All Qualifying Services that the NDP Customer subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or a Renewal Term, as applicable, must be included in the Renewed NDP; and
 - (c) The NDP Customer must specify a Commitment Matrix Option for the Renewal Term from those offered under Section 25.3.4(C) preceding, except where the NDP Customer selects the Renewal Benefit Option under Section 25.3.14(C) following, in which case the NDP Customer must select either the Premier Commitment Matrix or the Deluxe Commitment Matrix; and
 - (d) The Telephone Company will develop a new CT Commitment Level for the Renewal Term using (i) the actual number of Equivalent DS1 CTs for Qualifying Services that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or the Renewal Term, as applicable, for the NDP Customer's ACNA(s) that it designated to be included in the Renewal Term, and (ii) in the event the NDP customer is adding ACNA(s) to the plan, the actual number of Equivalent DS1 CTs for Qualifying Services that were in service for the new ACNA(s) during month 12 of Plan Year 5. The calculation shall be performed in accordance with Section 25.3.4 preceding; and
 - (e) The Telephone Company will develop a new CM Commitment Level for the Renewal Term using (i) the actual number of Equivalent DS1 CMs for Qualifying Services that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or the Renewal Term, as applicable, for the NDP Customer's ACNA(s) that it designated to be included in the Renewal Term, and (ii) in the event the NDP Customer is adding ACNA(s) to the plan, the actual number of Equivalent DS1 CMs for Qualifying Services that were in service for the new ACNA(s) during month 12 of Plan Year 5. The calculation shall be performed in accordance with Section 25.3.4 preceding; and

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)25.3.14 Renewal and Termination of NDP (Cont'd)(B) Renewal (Cont'd)

(2) (Cont'd)

- (f) New Discount Tiers will be assigned for the renewed NDP using the actual quantity of Equivalent DS1 CTs or actual quantity of Equivalent DS1 CMs, as applicable, that were used to determine the new CT and CM Commitment Levels as describe in (d) and (e) preceding; and (C)
(C)
- (g) The renewed NDP shall begin in Plan Year 1 but shall continue to receive the discounts associated with Plan Year 5 as set forth in Section 25.3.5(B) preceding.

(C) Renewal Benefit Option

- (1) If the NDP Customer elects the Renewal Benefit Option, and makes such election in a timely manner as set forth in Section 25.3.14(A) preceding, the expiring NDP shall be renewed at the end of the expiring Initial Term or Renewal Term, as applicable, in accordance with the requirements of (B)(2) preceding. If the NDP Customer does not provide timely notice of its election to renew under Section 25.3.14 preceding, the NDP Customer is not eligible for the Renewal Benefit Option.
- (2) When the Renewal Benefit Option is selected, termination liability under Section 25.3.13 preceding is only applicable for the first forty-two (42) months of the Renewal Term. Termination Liability is not applicable in month forty-three (43) through month sixty (60) of the Renewal Term (Renewal Benefit Period).

For example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to terminate its NDP at any time after May 1, 2016 (i.e., during the Renewal Benefit Period which is after month forty-two (42) of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding is not applicable.

For a second example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to cancel its NDP at any time prior to May 1, 2016 (i.e., during the first forty-two (42) months of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding applies.

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25. Discount Plans (Cont'd)25.3 National Discount Plan (Cont'd)

(N)

25.3.14 Renewal and Termination of NDP (Cont'd)

(D) Cancellation or Termination During the Renewal Term

- (1) When the NDP is cancelled or terminated during the Renewal Term, a Final True-Up will be conducted in order to determine any applicable Shortfall Penalty or Discount Tier Adjustments. The Shortfall Penalty and Discount Tier Adjustments will be calculated as specified in Section 25.3.7(C) and (D) preceding, respectively, on a pro-rated basis, for the number of months elapsed since the last Annual True-Up.
- (2) If the NDP is cancelled or terminated during the Renewal Benefit Period as defined in Section 25.3.14(C) (2) preceding (i.e., during the period that begins with month 43 and ends with month 60 of the Renewal Term), the NDP Customer will be treated as if it had completed the full Renewal Term of five (5) years. At the NDP Customer's option, and at any time between month 43 and month 60 of the Renewal Term, the NDP Customer may once again renew its NDP. The NDP Customer may elect the Renewal Benefit Option for any subsequent Renewal Term.
- (3) Except as otherwise specified in this Section 25.3.14, all terms and conditions of the NDP as set forth in this Section 25.3 shall apply.

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