

ACCESS SERVICE
CHECK SHEET

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

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* Indicates new or revised page

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32-737	Original	32-787	Original	32-837	1st*
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32-746	Original	32-796	Original	32-844	Original
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32-748	Original	32-798	Original	32-846	Original
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32-750	Original	32-800	Original	32-848	Original
32-751	Original	32-801	Original	32-849	Original
32-752	Original	32-802	Original	32-850	Original
32-753	Original	32-803	Original	32-851	Original
32-754	Original	32-804	Original	32-852	Original
32-755	Original	32-805	Original	32-853	Original
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32-757	Original	32-807	Original	32-855	Original
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32-767	Original	32-817	Original	32-865	Original
32-768	Original	32-818	Original	32-866	Original
32-769	Original	32-819	Original	32-867	Original
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32-771	Original	32-821	Original	32-869	Original
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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60

(A) Scope

Contract Tariff Option 60 (**Option 60**) provides a discount to Customers who subscribe to and achieve an aggregate revenue commitment over a three (3) year period for certain Video Services and/or Advanced Video Services that are provided under either (i) this Option 60 as set forth herein; or (ii) under this Option 60 and Option 62 of Tariff F.C.C. No. 1 (**FCC 1**). The Video Services and/or Advanced Video Services that are used to measure compliance with the aggregate revenue commitment are:

- (1) Special Access Hi-Definition Digital Video Transport Services (**Hi-Def DVTs**) as set forth in Section 7.2.14(D) preceding and Section 7.2.5(F) of FCC 1; or
- (2) Special Access full-time Serial Component Video Services (**SCVS**) as set forth in Section 7.2.14(C) preceding and Section 7.2.5(E) of FCC 1; or
- (3) Special Access full-time Broadcast Video Service as set forth in Section 7.2.5(A)(1) preceding and Basic Video Service (collectively, **BVS**) as set forth in Section 7.2.5(A) of FCC 1.

For purposes of this Option 60, the term "Customer" shall mean collectively the Customer and all of its Affiliates that are included in this Option 60.

For purposes of this Option 60, the term "Affiliate" means any entity that controls, is controlled by, or is under common control with the Customer subscribing to this Option 60.

(B) Eligibility

The Customer must meet all of the following criteria in order to be eligible to receive the discounted rates of this Option 60.

- (1) A Customer must subscribe to Option 60 in a manner designated by the Telephone Company during the period that begins June 9, 2010 and ends December 31, 2011 (**Subscription Period**). The Customer must include a list of any of its Affiliates that the Customer wishes to be included in the Customer's subscription to this Option 60 and, when applicable, Option 62 of FCC 1. The Customer may add Affiliates to, or remove Affiliates from its subscription to this Option 60 and, when applicable, Option 62 of FCC 1 at any time during the Service period, the Extended Service Period, or the Second Extended Service Period as further described in (E)(12) following. (T)
(N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(B) Eligibility (Cont'd)

- (2) A Customer who, as of June 9, 2010, subscribes to Option 59 preceding may cancel its subscription to Option 59 in order to subscribe to this Option 60. Cancellation of the Customer's subscription to Option 59 in order to subscribe to this Option 60 will not incur (i) a Cancellation Fee as set forth in Option 59, Section 32.60(E)(9) preceding; or (ii) Early Termination charges as set forth in Option 59, Section 32.60(E)(7) preceding.
- (3) At the time of subscription to this Option 60, the Customer must commit to an aggregate revenue amount that must be met by the end of the three (3) year Service Period of this Option 60. The aggregate revenue commitment applies to Hi-Def DVTS, SCVS and BVS that the Telephone Company provides to the Customer within the operating territories of this tariff. The Customer must concurrently subscribe to Option 62 of FCC 1 in order to include the revenue for Hi-Def DVTS, SCVS and BVS that the Customer subscribes to within the operating territories of FCC 1 in its aggregate revenue commitment. The Customer must select one of the aggregate revenue commitments set forth in (E)(2)(a) following (each a **Commitment Level**) at the time of subscription to this Option 60. The Commitment Level selected by the Customer determines the rate level applicable to Hi-Def DVTS and SCVS that the Customer subscribes to during the Service Period of this Option 60. BVS is not discounted under this Option 60, however, the revenue for BVS is included in the calculation of the aggregate revenue commitment.
- (4) Subscription to Alternate Tariff Arrangements
- Except as allowed under (B)(2) preceding, the Customer may not concurrently subscribe Hi-Def DVTS or SCVS to an Alternative Tariff Arrangement (which shall mean any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to Hi-Def DVTS and/or SCVS) during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 60 and, when applicable, Option 62 of FCC 1. (T)
(N)

(C) Service Period

The Service Period of this Option 60 is thirty-six (36) months from the date the Customer initially subscribes to this Option 60. Individual Service Periods are not available for Hi-Def DVTS or SCVS included in this Option 60 or, when applicable, Option 62 of FCC 1. The Customer may extend the Service Period of this Option 60 and, when applicable, Option 62 of FCC 1 in accordance with (E)(8)(d) or (f) following. (N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(D) Serving Area

The Serving Area of this Option 60 includes the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and FCC 1. Wire centers for the Phase II MSAs are listed in Section 15.3 preceding of this tariff and Section 14.7 of FCC 1. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 15.3 preceding of this tariff and Section 14.7 of FCC 1) that occur during the Service Period of this Option 60 and Option 62 of FCC 1 will apply.

(E) Terms and Conditions

(1) Included Services

The Hi-Def DVTS and SCVS that can be included in this Option 60 and for which the discounted rates herein apply include:

- (a) Hi-Def DVTS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 60. (N)
- (b) Hi-Def DVTS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 60 in order to replace existing SCVS, BVS, Multichannel Video Service (**MVS**), Supertrunking Transport Video Service (**SVS**), Advanced Broadcast Video Service (**ABVS**), Advanced Uncompressed Digital Video Service (**AUDVS**), or 45 Mbps Digital Video Transport Service (**45 Mbps DVTS**) that are upgraded to Hi-Def DVTS under this Option 60. Early Termination Charges and/or Termination Liability as set forth in Section 7.4.10(C) preceding do not apply to upgrade SCVS, BVS, MVS, SVS, ABVS, AUDVS or 45 Mbps DVTS to new Hi-Def DVTS under this Option 60. (N)
- (c) Existing Hi-Def DVTS which are migrated from their current term plan to this Option 60 or from Option 59 preceding. Early Termination Charges as set forth in Section 7.4.1(D) or Option 59, Section 32.60(E)(7) preceding, respectively, do not apply to cancel the current term plan for Hi-Def DVTS in order to include such service in this Option 60. (N)
- (d) SCVS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 60. (N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(E) Terms and Conditions (Cont'd)

(1) Included Services (Cont'd)

- (e) SCVS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 60 in order to replace existing BVS, MVS, SVS, ABVS, AUDVS, Hi-Def DVTS, or 45 Mbps DVTS that are upgraded to SCVS under this Option 60. Early Termination Charges as set forth in Section 7.4.10(C) preceding do not apply to upgrade BVS, MVS, SVS, ABVS, AUDVS Hi-Def DVTS, or 45 Mbps DVTS to new SCVS under this Option 60. (N)
- (f) Existing SCVS which are migrated from their current term plan to this Option 60 or from Option 59 preceding. Early termination charges and/or termination liability as set forth in Section 7.4.10(C) or Option 59, Section 32.60(E)(7) preceding, respectively, do not apply to cancel the current term plan for SCVS in order to include such service in this Option 60. (N)
- (g) The Hi-Def DVTS and SCVS set forth in (a) through (f) preceding can be included in this Option 60 at anytime during the Service Period and, when applicable, during the Extended Service Period or Second Extended Service Period of this Option 60. All of the Hi-Def DVTS and SCVS are eligible for the rates set forth in (F) following during the Service Period of this Option 60 and, when applicable, during the Extended Service Period or Second Extended Service Period of this Option 60. (N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(E) Terms and Conditions (Cont'd)

(2) Commitment Levels

- (a) At the time of subscription to this Option 60, the Customer must select one of the following Commitment Levels for its Hi-Def DVTS, SCVS and BVS. The Commitment Level includes an aggregate revenue commitment that must be met in month 36 of the Service Period. The Customer may ramp up to its agreed-to Commitment Level, provided that minimum revenue thresholds, specified herein, are satisfied to ensure the Customer is progressing towards satisfying the entire commitment. On an annual basis, the Telephone Company will conduct a review to compare the aggregate revenue the Customer should have achieved in months 12, 24 and 36 of the Ramp-up Schedule for the selected Commitment Level (**Expected Revenue**) and the aggregate revenue the Customer actually achieved in such months (**Actual Revenue**). If the Customer extends the Service Period under (E)(8)(d) following, the Expected Revenue in month 36 of the Service Period is also the Expected Revenue during the entire three (3) year Extended Service Period or Second Extended Service Period with an annual review occurring in months 48, 60 and 72 of the Extended Service Period or months 84, 96 and 108 of the Second Extended Service Period. The selected Commitment Level also determines the rates applicable to Hi-Def DVTS and SCVS during the Service Period and, when applicable, during the Extended Service Period or Second Extended Service Period. The Customer must choose one of the following Commitment Levels:

- (1) Level 1 Commitment
(\$26,460 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	\$ 8,820
Expected Revenue in month 24	\$ 17,640
Expected Revenue in month 36	\$ 26,460

- (2) Level 2 Commitment
(\$117,600 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	\$ 39,200
Expected Revenue in month 24	\$ 78,400
Expected Revenue in month 36	\$117,600

- (3) Level 3 Commitment
(\$205,800 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	\$ 68,600
Expected Revenue in month 24	\$137,200
Expected Revenue in month 36	\$205,800

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(d) (Cont'd)

(4) the Commitment Levels that apply during the Extended Service Period are as follows:

(a) Level 1 Commitment
(\$26,460 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	\$ 26,460
Expected Revenue in month 60	\$ 26,460
Expected Revenue in month 72	\$ 26,460

(b) Level 2 Commitment
(\$117,600 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	\$117,600
Expected Revenue in month 60	\$117,600
Expected Revenue in month 72	\$117,600

(c) Level 3 Commitment
(\$205,800 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	\$205,800
Expected Revenue in month 60	\$205,800
Expected Revenue in month 72	\$205,800

- (5) Upon expiration of the Extended Service Period, the Customer has the option to (i) disconnect service in accordance with (E)(8)(a) preceding; (ii) select any then offered term plan or contract tariff option in accordance with (E)(8)(b) preceding; (iii) extend the expiration date of the Extended Service Period of this Option 60 by thirty-six (36) months (Second Extended Service Period) in accordance with (E)(8)(f) following; or (iv) continue with the services in accordance with (E)(8)(c) preceding. In the event that the Customer does not make an election of (E)(8)(a) through (c) preceding or (E)(8)(f) following, the Customer's subscription to Option 60 is terminated and service will continue in accordance with (E)(8)(c) preceding.
- (N) | (N) | (N) | (N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(f) Extend the expiration date of the Extended Service Period of this Option 60 by thirty-six (36) months (**Second Extended Service Period**) in which case the following applies during the period of the second extension:

- (1) The Customer must provide the Telephone Company with written notice of its election to extend the Extended Service Period. An extension to the Extended Service Period of this Option 60 is an automatic extension of the Extended Service Period for Option 62 of FCC 1; and
- (2) the monthly recurring rates set forth in (F) following apply for during the Second Extended Service Period; and
- (3) the Customer has the option to continue with the same Commitment Level that was in effect at expiration of the Extended Service Period or to elect a different Commitment Level. For example, if Commitment Level 3 was in effect at expiration of the Extended Service Period, the Customer may elect Commitment Level 3, Commitment Level 2 or Commitment Level 1 during the Second Extended Service Period; and

(x)

(N)

(x) Issued under authority of Special Permission No. 17-02 of the Federal Communication Commission.

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(f) (Cont'd)

- (4) the Commitment Levels that apply during the Second Extended Service Period are as follows:

(N)

- (a) Level 1 Commitment
(\$26,460 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	\$ 26,460
Expected Revenue in month 96	\$ 26,460
Expected Revenue in month 108	\$ 26,460

- (b) Level 2 Commitment
(\$117,600 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	\$117,600
Expected Revenue in month 96	\$117,600
Expected Revenue in month 108	\$117,600

- (c) Level 3 Commitment
(\$205,800 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	\$205,800
Expected Revenue in month 96	\$205,800
Expected Revenue in month 108	\$205,800

- (5) Upon expiration of the Second Extended Service Period, the Customer has the option to (i) disconnect service in accordance with (E)(8)(a) preceding; or (ii) select any then offered term plan or contract tariff option in accordance with (E)(8)(b) preceding. In the event that the Customer does not make an election of (E)(8)(a) or (b) preceding, the Customer's subscription to Option 60 is terminated, and service will be converted to a Month-to-Month term and rated at the then prevailing rate for Month-to-Month service.

(N)

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32. Contract Tariffs (Cont'd)32.61 Contract Tariff Option 60 (Cont'd)

(E) Terms and Conditions (Cont'd)

(9) Cancellation of Subscription

- (a) If the Customer cancels its subscription to this Option 60 at any time during the Service Period, Extended Service Period or Second Extended Service Period, the following applies: (T)
(N)

- (1) The terms and conditions and discounted rates applied under this Option 60 shall cease effective with the date of cancellation; and
- (2) a cancellation charge equal to the number of whole months remaining in the Service Period or Extended Service Period, as applicable, multiplied by the cancellation fee for the Commitment Level in effect at the time of cancellation. The cancellation fee for each Commitment Levels is as follows:

<u>Commitment Level</u>	<u>Cancellation Fee</u>
Level 1	\$ 6,615
Level 2	\$29,400
Level 3	\$51,540

As an illustrative example, assume the Customer subscribed to this Option 60 on April 1, 2010 and the Commitment Level at the time of cancellation is Commitment Level 1. Further assume the Customer cancels its subscription to this Option 60 on February 17, 2011 with twenty-five (25) months and eleven (11) days remaining in the Service Period (i.e., twenty-five (25) whole months remaining in the Service Period). The cancellation charge to the Customer is \$165,375.00 (\$6,615 x 25).

As another illustrative example, assume the Customer has completed its Service Period and Extended Service Period but failed to make an election upon expiration of the Extended Service Period as required under (E)(8)(d)(5) preceding. Since there are no whole months remaining in the Extended Service Period, the cancellation charge to the Customer is \$0 (\$6,615 x 0).

The cancellation charge is calculated per Customer using the cancellation fee set forth above. If the Customer also subscribes to Option 62 of FCC 1, only one such cancellation charge applies to cancel the Customer's subscription to both this Option 60 and Option 62 of FCC 1.

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