

## 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<sup>#</sup>

(C)

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) Based on the preceding requirements, CDPs for Switched Access Service Direct Trunked Transport are not available under this tariff.
- (D) If a customer subscribes to CDP, all eligible service types must be included in CDP with the exception of the following: (i) DSEF 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 DSEF services, the customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their DSEF services; or (2) include their DSEF under CDP, in which case their DSEF terminations must be combined with their Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) following; or (3) include the DSEF 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.

- # Effective September 10, 2013, new subscriptions to CDP are no longer permitted. Customers subscribed to a CDP as of September 10, 2013 may continue with their existing subscriptions subject to the terms of Section 25.1, including renewals pursuant to Section 25.1.8. If at any time an existing Customer terminates its CDP, that customer may not re-subscribe to CDP.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

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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>
DS3 High Capacity/44.736 Mbps Service	Channel Termination Channel Mileage DS3 to DS1 Multiplexing
Dedicated SONET Entrance Facility (DSEF) Service	Optical Terminations Electrical Interfaces
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

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans<sup>#</sup> (Cont'd)

(C)

25.1.2 Establishment of a Commitment Discount Plan

(A) ACNA(s) Included in CDP

- (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 is required to include ACNA(s) acquired through merger, acquisition, or other transaction that are not currently included in the CDP Customer's CDP. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's 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.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (B) 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) DSEF services; or (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.3 following. For DSEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their DSEF services; (2) include their DSEF under CDP, in which case their DSEF terminations must be combined with their Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) following; or (3) include the DSEF 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 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.

- (C) For service which is provided as part of a Shared Use Arrangement as set forth in Section 5.2.8, the Special Access DS1 or DS3 Service will be included in the Special Access CDP. The Switched Access portion for such services of the Shared Use Arrangement will not be included in a CDP or subject to discounting under a 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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(C) (Cont'd)

When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing term plans (TPPs) as provided under Sections 7.4.13, and 7.4.17 for Special Access Services, Section 7.2.15 for DSEF, and Section 23.1 for Dedicated SONET Ring.

- (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
- Dedicated SONET Broadband Transport 8.2(C)
- Dedicated SONET Entrance Facility (when not included in CDP) 7.2.15
- Dedicated SONET Optical Transport Service 7.2.14
- Dedicated SONET Shared Assurance Network 7.2.14
- Dedicated SONET Shared Single Path 7.2.14
- Dedicated SONET Shared Dual Path 7.2.14
- LAN Extension Service 7.2.11
- Serial Component Video Service 7.2.5(E)
- Supertrunking Video Transport Service 25.2.1
- Dedicated SONET Ring 23.1
- Ethernet Private Line 7.2.16
- Video Service Arrangements 7.2.5
- Any other service not included in 25.1.1 preceding

- (2) For 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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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, 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.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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) DSEF services as set forth in the following sentence. If DSEF services are included in CDP, the customer may not establish or maintain a term plan for DSEF services; however, the CDP Customer may include DSEF 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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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 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.
- (2) 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 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 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, then the CDP Customer's initial Minimum Commitment under CDP for DDS service cannot be less than 750 DS-0 equivalent channel terminations.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(A) Minimum Commitment Levels (Cont'd)

- (6) Subject to Section 25.1.2(C)(5) preceding, Dedicated SONET Entrance Facility (DSEF) CDP Customers must combine their DSEF terminations with their Special Access DS3 Channel Terminations to establish their commitment level. If a CDP Customer chooses to include DSEF 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 DSEF terminations will be added to the DS3 commitment level to create a new combined DS3 and DSEF commitment level. When DSEF is combined with Special 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.
- (7) (Reserved)
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(B) Upgrades

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

## (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.

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.

## (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.

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.

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

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.

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

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(B) Upgrades (Cont'd)

(2) Upgrades are subject to all of the following conditions being met:

- (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 upgraded service is the 5-year term of the NDP.

- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)

(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) 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) 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).
- (4) Addition of Affiliate(s) to an Existing CDP  
  
 Where a CDP Customer seeks to add one or more Affiliate(s) to its CDP in accordance with Section 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). The CDP Customer must include all of the ACNA(s) of such Affiliate(s) in the CDP.
  - (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

## (4) Addition of Affiliate(s) to an Existing CDP (Cont'd)

- (c) All eligible service types of such Affiliate(s) must be included in the existing CDP with the limited exception of DSEF services. If DSEF services are not included under the existing CDP, and there are DSEF 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 DSEF services. If DSEF services are included under the existing CDP, then DSEF terminations for the ACNA(s) being added to the existing CDP must be combined with their Special Access DS3 channel terminations, as described in Sections 25.1.3(A)(6) preceding.
- (d) No adjustment to prior billing will be made.
- (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).

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

## (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

## (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 DSEF services were included under the Surviving CDP, then all of the CDP Customer's DSEF terminations must be combined with their 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.

## (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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 (Cont'd)

- (iv) If DSEF services were included under one or more of the plans being cancelled, then all of the CDP Customer's DSEF terminations must be combined with their 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.
- (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.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)



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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)(6) Surviving CDP Option (Cont'd)

- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)(6) Surviving CDP Option (Cont'd)

## (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)  
 60 month commitment period  
 12 months of TISC  
 Expires January 2011

N/A

100 DS1s (2,400 equiv. DS0s)  
 84 month commitment period  
 6 months of TISC  
 Expires January 2013

100 DS1s (2,400 equiv. DS0s)  
 84 month commitment period  
 18 months of TISC  
 Expires March 2010

1,000 DDS II circuits  
 60 month commitment period  
 3 months of TISC  
 Expires January 2011

100 DDS II circuits  
 36 month commitment period  
 N/A  
 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

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans<sup>#</sup> (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)(C) Modifications to an Existing CDP (Cont'd)

## (6) Surviving CDP Option (Cont'd)

- (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.

## (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.

Plan D TermTISC for CDP

2 Years  
 3 Years  
 5 Years  
 7 Years

3 months credit  
 6 months credit  
 12 months credit  
 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)

<sup>#</sup> Service availability is limited. Refer to <sup>#</sup> footnote on page 25-1.

ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 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 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.
- (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). Further, assume that the CDP Customer has seventeen (17) in-service DS3 High Capacity Services 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 DSOs, or 2,965 DSOs (i.e.,  $5 \text{ Maryland DS3s} / 17 \text{ total DS3s} = 29.41176\% \text{ times total } 10,080 \text{ equivalent DSOs}$ , which equals 2,964.7 DSOs, rounded up to the nearest equivalent DS0, or 2,965). The new reduced Minimum Commitment will be 7,115 equivalent DS0s (i.e.,  $10,080 - 2,965$ ).

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.4 Commitment Periods by Service Type

- (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 DSEF 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.
- (2) For Special Access DS3 services, a discount percentage as set forth below will be applied to the Base Rates shown in Section 7.5.9 preceding, 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.
- (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.

<u>Service Type</u>	<u>Commitment Period</u>	<u>Rate under CDP</u>
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
Dedicated SONET Entrance Facility (Special Access)	3 Year	TPP Rate
	5 Year	TPP Rate

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 Special 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.
- (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 Special 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.

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 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.

(N)

# Service availability is limited. Refer to # footnote on page 25-1.

## ACCESS SERVICE

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

(C)

(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, and the customer has in-service as of the applicable true-up period 24,000 equivalent DS0s. 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.

For another example, assume that a CDP Customer has a Minimum Commitment for its DDS service type of fifty (50) equivalent DS0s, and the CDP Customer has in-service as of the applicable true-up period one hundred (100) equivalent DS0s. 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.

(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 over the preceding six (6) months to the average number of equivalent DS0s which comprise the Minimum Commitment.

(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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or TPP Rates

## (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 an amount equal to the difference between (1) the total dollar amount associated with that service type or combined service type over the preceding six (6) months and (2) the 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:

(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, 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 DSEF terminations or DSEF 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.

(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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)



ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or TPP Rates

## (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 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 over the preceding six (6) months by summing the actual number of equivalent DS0s 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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or TPP Rates

- (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).

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 DSEF 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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 DSEF service types. CDP Customers choosing this option must select a commitment period for the DSEF service type equal to the longest commitment period of the CDP Customer's DS3 service type under CDP. The expiration date of the DSEF 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 DSEF rates associated with the DSEF commitment period that matches the longest DS3 commitment period.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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180 S. Clinton Ave., Rochester, NY 14646

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.8 Commitment Periods (Cont'd)(B) Effective Date of Commitment Period

- (1) The customer must subscribe to CDP by providing the Telephone Company with written notification.
- (2) Where the CDP is requested to be provided coincident with the connection of new services or on existing services, the commitment period will begin as determined below:
  - (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.

# Service availability is limited. Refer to # footnote on page 25-1.

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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) DSEF services as described in 25.1.3(A)(6) preceding, the CDP Customer may not subscribe to any other discount plan (including TPP) if at least one (1) service type remains 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.
- (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 also has the option of selecting any then effective TPP which may be available for such services.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.8 Commitment Periods (Cont'd)(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 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.
- (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.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans<sup>#</sup> (Cont'd)

(C)

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 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.
- (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.

<sup>#</sup> Service availability is limited. Refer to <sup>#</sup> footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 Special 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 Special Access DS3 service commitment period for two (2) additional years at the five (5) year Special 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.
- (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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)



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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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.

(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.

(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.

(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 Section 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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.8 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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.
- (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.
- (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.

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.

<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

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

25.1.8 Commitment Periods (Cont'd)(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 7.5.16 preceding for Special Access, or Section 7.5.21(C) preceding for DSEF.

(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.

(2) Customer Subscription to Renewal Option - Renewal Option must be requested by the CDP Customer by providing written notification to the Telephone Company.

(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:

(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), with actual time spent on plan under this tariff equal to the full commitment period; 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; or

(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).

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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)

(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.

(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).

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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

(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.

(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.

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

(4) Renewal Option Period

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

<u>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)</u>	<u>Renewed (i.e., new) CDP Term</u>	<u>Renewal Option Period</u>
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

ACCESS SERVICE

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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).

- (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.

- (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.

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.

- (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).

# Service availability is limited. Refer to # footnote on page 25-1.

(N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 (2) 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:
- (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
  - (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
  - (iii) termination by the CDP Customer in accordance with Renewal Options set forth in Section 25.1.8(H) preceding; or
  - (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
  - (v) termination by the CDP Customer in accordance with Section 25.1.3(C)(6) or (7) preceding in order to consolidate multiple CDPs.
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.1.10 following.
- (C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge, except for DSEF 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.

# Service availability is limited. Refer to # footnote on page 25-1.

(N)



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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans# (Cont'd)

(C)

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 since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(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 times 50%) times 10,000 DS0 equivalents) times 24 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.

# Service availability is limited. Refer to # footnote on page 25-1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans<sup>#</sup> (Cont'd)

(C)

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 three (3) years for Special Access DS3 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.

For example, assume a CDP Customer with a five (5) year commitment period for Special Access DS3 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 (35%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Special Access DS3 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 Special Access DS3 service. The non-discounted monthly rate is \$15,385. This is calculated using the following equation:

$$\$10,000 \text{ divided by } (1 \text{ minus } .35) = \$15,385$$

The CDP Customer would be charged termination liability of \$96,930, which is the difference between \$15,385 (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.

$$(\$15,385 \text{ minus } \$10,000) \text{ times } 18 \text{ months} = \$96,930$$

<sup>#</sup> Service availability is limited. Refer to <sup>#</sup> footnote on page 25-1.

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ACCESS SERVICE

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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 Special Access DS3 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 (35%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Special Access DS3 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 met the three (3) year CDP commitment for Special Access DS3 service. The discount associated with a three (3) year term for Special Access DS3 service is twenty percent (10%). The non-discounted monthly rate is \$15,385. This is calculated using the following equation:

(T)

$$\$10,000 \text{ divided by } (1 \text{ minus } .35) = \$15,385$$

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

$$\$15,385 \text{ times } (1 \text{ minus } 0.1) = \$13,847$$

The CDP Customer would be charged termination liability of \$138,492, which is the difference between \$13,847 (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.

$$(\$13,847 \text{ minus } \$10,000) \text{ times } 36 \text{ months} = \$138,492$$

# Service availability is limited. Refer to # footnote on page 25-1.

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ACCESS SERVICE

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans# (Cont'd)

(C)

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.

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.

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.

# Service availability is limited. Refer to # footnote on page 25-1.

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ACCESS SERVICE

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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
  - 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.
- (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.
- (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.

## ACCESS SERVICE

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

## (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.

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ACCESS SERVICE

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

- (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.

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ACCESS SERVICE

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

## (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.
  - (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.
    - 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.



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ACCESS SERVICE

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

- (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.

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.

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ACCESS SERVICE

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

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) 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.

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

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

- (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.

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