

ACCESS SERVICE

CHECK SHEET

The Title Page and Pages 1 through 35-6 inclusive of this tariff are effective as of the date shown. The Original and revised pages named below and on Supplement No. 1 contain all changes from the original tariff that are in effect on the date shown.

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5 Davis Farm Road, Portland, ME 04103

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Video Service (Cont'd)

(A) Channel Descriptions (Cont'd)

(2) Supertrunking Transport Video Service (Cont'd)

For two-point service configurations, a single channel termination at each customer designated premises transmits or receives all of the video signals transported over the SVS channel. For multipoint service configurations, each video signal is provided over a Transmit only channel termination at one of the designated premises involved and a Receive only channel termination at each of the other designated premises involved. A Transmit channel termination provides an electrical to optical conversion of the customer's video signals allowing the customer to transmit, or originate, AM signals for transport over the SVS channel to one or more Receive channel terminations. A Receive channel termination provides an optical to electrical conversion allowing the customer to receive the multiple amplitude modulation signals.

At the option of the customer, SVS channels may be provided under a Service Discount Plan as specified in, and subject to the limitations set forth in, 7.4.10 following. (C)

SVS channels may be moved in accordance with the regulations set forth in 7.4.5(B) and 7.4.10(C)(5) following.

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Video Service (Cont'd)

(A) Channel Descriptions (Cont'd)

(3) Fiber Based Multichannel Video Service (MVS)

Fiber Based Multichannel Video Service provides one-way Frequency Modulation (FM) transmission of one to sixteen standard 525 line/60 field monochrome or National Television Systems Committee (NTSC) color, video signals of less than broadcast quality over a single video channel. The bandwidth for each video signal is 6 MHz. One audio signal is provided with each video signal. The customer may order up to three Additional Separate Audio Signals or may elect to replace the original audio signal with one BTSC Stereo Audio Signal. Audio signal options are specified in 7.2.5(D) following.

At the option of the customer, MVS may be provided under a Service Discount Plan as specified in and subject to the limitations set forth in, 7.4.10 following. (C)

MVS channels are provided over fiber optic facilities for one-way transmission between customer designated premises or between a customer designated premises and a Telephone Company Hub. MVS is subject to the availability of suitable transmission facilities between the customer designated premises or Hubs involved. The Telephone Company will determine if such transmission facilities are available, or can be made available, and advise the customer of the facility status.

The signal performance and quality of the video channel may be degraded by the number of video signals, audio options and the end to end distance of the channel. The technical specifications are delineated in Technical Reference NTR-74410, Issue No. 1.

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

(D) Optional Features and Functions/Basic Service Elements (BSEs) (Cont'd)

(6) Shared Billing Arrangement (Cont'd)

A customer may request a Shared Billing Arrangement for an existing multiplexed High Capacity or IntelliBeam® Dedicated SONET Ring with an existing Service Discount Plan or Commitment Discount Plan\*. The regulations pertaining to such requests are set forth in Section 7.4.10 following for the Service Discount Plan, Section 25.1 following for the Commitment Discount Plan, or Section 25.2 following for the National Discount Plan.

Section 7.4.11 contains rate regulations specific to Shared Billing Arrangement.

\* IntelliBeam Dedicated SONET Ring is not provided under a Commitment Plan. Service Discount Plans and Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
 (C)

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7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.11 DIGIROUTE<sup>SM</sup> Digital Service II\*(A) Basic Channel Description

A DIGIROUTE<sup>SM</sup> Digital Service II (DDS II) channel is a channel for the simultaneous transmission of digital data at the rate of 2.4, 4.8, 9.6, 19.2 56.0 or 64.0 kbps. The actual bit rate is a function of the channel interface selected by the customer. DDS II operates on a 24-hour-per-day seven-days-per-week basis in a full-duplex, synchronous transmission mode over facilities between customer-designated premises, between a customer-designated premises and a Telephone Company hub or between a customer-designated premises and a wire center where connection to an advanced data service# occurs. DDSII is subject to the availability of equipment, facilities and technical limitations. The CPE is a CSU/DSU and terminates at the demarcation as a 4-wire interface.

At the option of the customer, DDS II may be provided under a Service Discount Plan as specified in, and subject to the limitations set forth in, 7.4.10 following.

(C)

- \* As of September 1, 2001, DDSII is no longer available with a 2-wire interface (Universal Data Voice Multiplexer technology). The Telephone Company will continue to support DDSII with a 2-wire interface to customers who are subscribing to, or have on order, such service as of September 1, 2001. The customer may retain such service until such time as (i) its designated premises is moved; (ii) it requests that the Telephone Company hub be changed; or (iii) it requests a change to the service that results in a discontinuance and installation of a new service.

# Advanced data services include Telephone Company provided frame relay services, switched multi-megabit services, Internet Protocol services and ATM-cell relay services. Connections to advanced data services are provided by the Telephone Company where such connections are technically and operationally feasible, as determined by the Telephone Company.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 Advanced Video Services (Cont'd)

(A) Advanced Uncompressed Digital Video Service (Cont'd)

(1) Channel Description (Cont'd)

- Dual Transmit Channel Termination (Cont'd)

The Dual Transmit Channel Termination is available only where two AUDVS channels are provided at the same customer designated premises. One channel shall utilize the Dual Transmit Channel Termination and the other channel must utilize the applicable Transmit or Receive Channel Terminations required for the number of video signals provided.

AUDVS will be provided where suitable single mode fiber optic facilities exist to provide such service. Where suitable single mode fiber optic facilities do not exist, subject to the provisions of 2.1.4 Provision of Services, and 5.1.3 Special Construction preceding, AUDVS will be provided within one year from receiving a customer's request for service, or in the case of special construction, within one year from the date the special construction agreement is signed by the customer.

The technical specifications for AUDVS are delineated in Technical Publications TR-INS-000342, TR-NPL-000337 and TR-TSV-000338, Issue No. 2.

At the option of the customer, AUDVS may be provided under a Service Discount Plan as set forth in, and subject to the limitations set forth in, 7.4.10 following.

(C)

(2) Optional Features and Functions

(a) Video Bridging (USOC BCNVD)

Video bridging enables AUDVS to be provided in a multipoint service configuration. With Video Bridging, the same video signal that is transmitted from one customer designated premises is received by all other customer designated premises included in the multipoint arrangement. Bridging of AUDVS channels will be performed at Telephone Company Hubs. For the purpose of Video Bridging, all Telephone Company serving wire centers have been designated as Telephone Company Hubs.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service (Cont'd)

(E) Terms and Conditions (Cont'd)

(11) FMS is not applicable to the following Switched Access, Special Access or SONET Services and options:

- DSR as set forth in Section 34.1 following
- IDSR as set forth in Section 26.1.1
- IntelliBeam Broadband Transport (IBT) as set forth in Section 26.1.5, except when associated with an IntelliBeam Entrance Facility
- IntelliBeam Shared Single Path (ISSP) as set forth in Section 26.1.6, except when associated with an IntelliBeam Entrance Facility
- Enterprise SONET Service as set forth in Section 26.1.2
- Services provided under a Service Discount Plan\* or a Commitment Discount Plan\*, except as specified in 7.2.16(E)(13) following (C)
- Central Office Multiplexing optional features or BSEs
- Automatic Loop Transfer as set forth in Section 7.2.9(D)(1)
- Transfer Arrangement as set forth in Section 7.2.9(D)(2)
- Premises other than Primary Premises as defined in 7.2.16(B) preceding
- Service provided under a Shared Billing Arrangement as specified in Section 5.2 preceding, except as specified in (12) following.

(12) Except for services connected to secondary premises over a higher capacity facility of a non-FMS customer, services provided under FMS may not be included in Shared Billing Arrangements. Therefore potential FMS customers whose network contains Shared Billing Arrangement must choose one of two options prior to subscribing to an FMS plan.

(a) Shared Billing Arrangement Transition Period

Any service already provided under a Shared Billing Arrangement at the time of subscription to FMS must be converted within the first twelve months of the effective date of establishing FMS.

\* Service Discount Plans and Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
 (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service (Cont'd)

(G) FMS Term Plans

When FMS is provided under a term plan, the customer must select a commitment period of either 3 or 5 years. For new installations, the FMS term plan shall be effective with the first bill following the establishment of FMS. When converting service from a Service Discount Plan\* to an FMS term plan, no termination liability charges will apply to the Service Discount Plan\* being discontinued. Additionally, if twenty-four months or more are remaining in the Service Discount Plan\* being discontinued, the portion of the commitment period already elapsed shall be applied to the FMS term plan on a Time-In Service Credit basis as specified in (1) following. (C)  
 |  
 (C)

During the time that the customer is subscribed to an FMS Term Plan, the customer may concurrently subscribe to a National Discount Plan (NDP) in accordance with Section 25.2 following.

(1) Time In-Service Credit (TISC)

TISCs are granted on a per DSO equivalent basis for each Special Access Service converted from a Service Discount Plan\* to an FMS term plan when the plan being converted has at least twenty-four months remaining in the commitment period. TISCs are granted as follows. (C)

- One TISC is given for each month or major fraction thereof that the service involved was provided under a Service Discount Plan\*. The maximum number of TISCs granted for a DSO equivalent channel may not exceed sixty (60), i.e., sixty months of credit, for time in-service. For example, at the time of conversion to FMS, a DS3 service under a Service Discount Plan\* that has been in-service for the past 30 months with 480 of the 672 available channels provisioned will be granted 14,400 TISCs (480 DSO equivalents x 30 months in-service). (C)
- One TISC can be used to offset, or buy down, 1 month of termination liability on a per DSO equivalent basis. (C)
- Twelve (12) TISCs can be used to offset one FMS channel service below the minimum commitment level for a year as described in (E)(4)(c) preceding. (C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
 (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.16 Facilities Management Service (Cont'd)

(G) FMS Term Plans (Cont'd)

(3) Termination Liability

(a) When Termination Liability Does Not Apply

Termination Liability does not apply when FMS is disconnected for the following reasons.

- (i) Cancellation of an FMS term plan within thirty (30) days of the effective date of a Telephone Company initiated rate increase that is greater than eight percent on any rate applicable to FMS.
- (ii) Cancellation or conversion of an FMS Term Plan within the first sixty days following renewal of the plan under (G)(2)(c) preceding.
- (iii) Conversion of an FMS term plan to an FMS term plan with a longer commitment period. The replacing FMS term plan will be subject to termination liability as specified in (b) following.
- (iv) Conversion of an FMS term plan to a Service Discount Plan as set forth in Section 7.4.10 following, a Commitment Discount Plan as set forth in Section 25.1 following, or a National Discount Plan as set forth in Section 25.2 following, provided that the following conditions are met.

- FMS has been in-service for a minimum of twelve months; and
- the quantity of DSO equivalent channel terminations in the new plan is equal to, or greater than, ninety percent (90%) of the existing FMS primary premises channel terminations or 90% of the original commitment level of FMS primary premises channel terminations, whichever is greater; and
- the commitment period for the new Service Discount Plan\*, Commitment Discount Plan,\* or National Discount Plan is equal to, or greater than, the time remaining in the FMS term plan being converted, except where an equal to or greater than commitment period is not available, in which case the longest available commitment period must be selected. (C)

\* Service Discount Plans and Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Special Access Service.

7.4.1 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

When a rate is shown as a three year rate or a five year rate, the rate applies each month or fraction thereof that the Special Access Service is provided. However, early termination charges apply as set forth in (D) following if the service is disconnected prior to completion of the three or five year term for the service. Section 7.4.9(C) following contains regulations which are specific to the application of three year and five year rates. Service Discount Plans\* as set forth in Section 7.4.10 following are not available with Channel Extension Service. (C)

In the states where Expanded Interconnection has become operational, monthly rates for Standard Channel Terminations, Channel Mileage and certain Optional Features and Functions/Basic Service Elements for 1.544 Mbps and 44.736 Mbps (electrical) Special Access High Capacity Services and certain SONET Services are arranged in pricing zones. The pricing zone for each serving wire center in the states where Expanded Interconnection has become operational is specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(1) Installation of Service (Cont'd)

For 44.736 Mbps Network Access Ports, the 44.736 Mid-link Charge, the nonrecurring cost for the installation of service will be recovered over the first twelve months of service for FES Standard Channel Terminations, NRS 44.736 Mbps Network Access Ports and the 44.736 Mbps Mid-link Charge. Nonrecurring Charges for the FES Office Channel Terminations will be billed on the first bill following installation of service. In the event that service is disconnected prior to satisfying the nonrecurring charge recovery period, the customer shall be responsible for:

- a nonrecurring charge liability equal to the balance of the nonrecurring charge not yet recovered. For FES Channel Terminations ordered on a month to month basis, NRS 44.736 Mbps Network Access Ports and the 44.736 Mbps Mid-link Charge, the nonrecurring charge not yet recovered will be determined by multiplying the nonrecurring liability charge by the number of months remaining in the recovery period. For FES Channel Terminations ordered under a Service Discount Plan\*, the nonrecurring charge not yet recovered will be satisfied with the application of termination liability charges for the balance of the commitment period as set forth in 7.4.10(C) following, and (C)
- satisfying the minimum period requirement as set forth in Section 5.2.5 preceding, and
- payment of any Service Discount Plan\* termination liability as set forth in 7.4.10 following associated with the disconnected service. (C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
 (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(1) Installation of Service (Cont'd)

The nonrecurring charges for the installation of service are set forth in 30.7 following for price band charges and 31.7 following for all other charges, as applicable, as a nonrecurring charge for the Channel Termination rate element (Standard, Office Channel Termination cross-connect or Virtual Office Channel Termination, as applicable).

Nonrecurring charges do not apply for the rearrangement of Special Access Services on to an Enterprise SONET Service (ESS) ring provided that (i) the same customer designated premises are maintained; and (ii) rearrangement on the ESS ring occurs during the ESS conversion period as set forth in Section 26.1.2(D) following.

When service is added to a Commitment Discount Plan\* or the National Discount Plan (as specified in Section 25.2 following), the channel termination nonrecurring charge which applies to such installed service is the lesser of (i) the applicable nonrecurring charge as specified in Section 30 following for price band charges, and 31 following for all other charges or (ii) \$1.00. (C)

In addition, a nonrecurring charge as set forth in 7.1.2(B) preceding applies to Channel Mileage between two Telephone Company Hubs where multiplexing and/or FairPoint EnterPrise Network Reconfiguration Service functions are performed. Such nonrecurring charges are set forth in 30.7.9 following as a nonrecurring charge for Mid-link Channel Mileage.

\* Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
 (C)

Note: See Section 28 for further information.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(3) Service Rearrangements (Cont'd)

- If the change involves the rearrangement of an entire central office multiplexing arrangement (i.e., Special Access Services and multiplexer) to Special Access Services provided to FairPoint EnterPrise Network Reconfiguration Service network access ports (NRS ports), a Mux to NRS Rearrangement Charge applies provided that:

- (a) the same wire center is maintained (i.e., the serving wire center of the Hub where the multiplexing function was performed is the same serving wire center of the Hub where the NRS function is performed); and
- (b) the same speed and type of service is maintained; and
- (c) all Service Discount Plan\* Termination Liability requirements are met if the services and/or multiplexer were included in a Service Discount Plan\* prior to rearranging to FairPoint EnterPrise Network Reconfiguration Service. The regulations applicable for replacement of, or upgrade to, service within a Service Discount Plan\* are set forth in 7.4.10(C) following:

The Mux to NRS Rearrangement Charge will apply in lieu of all applicable nonrecurring charges associated with the installation of the Special Access Services provided to the NRS ports. Only 1 (one) such rearrangement charge will apply per multiplexing arrangement, regardless of the number of Special Access Services involved in the rearrangement. Nonrecurring charges will apply for each NRS port installed in conjunction with each Special Access Service. Nonrecurring charges for the NRS Network Access Ports are specified in Section 30.19 following for price band charges and 31.19 following for all other charges.

The Mux to NRS Rearrangement Charge is specified in Section 30.7.9 following for price band charges and 31.7.9 following for all other charges.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods

Except for the following services, the minimum period for all services is three months. The minimum period for optional features and functions or BSEs is the same minimum period as the associated Special Access Service, unless otherwise specified.

- (A) For part-time and occasional Broadcast Video, Advanced Video and Program Audio services, the minimum period is one day (i.e., a continuous 24 hour period, not limited to a calendar day).
- (B) For Advanced Uncompressed Digital Video Service, Advanced Broadcast Video Service, Serial Component Video Service, Fiber Based Multichannel Video Service and Supertrunking Transport Video Service, the minimum period is one year. The CODEC optional feature, available with 45 Mbps Digital Video Transport Service, has a minimum period of one year.
- (C) For Channel Extension Service, the minimum period is three years.
- (D) For service provided under a Commitment Discount Plan\* as set forth in Section 25.1 following, the minimum period is one year from the date that service is installed and is in lieu of the minimum period which would normally apply to that service. Commitment Discount Plan\* minimum period regulations are specified in Section 25.1.10 following. (C)
- (E) For DSR as set forth in Section 34.1 following, the minimum period is one year for the mileage and node rate elements and one month for the port rate elements.
- (F) For IntelliBeam Optical Transport Service as set forth in 7.2.19 preceding, the minimum period is two years for the ring mileage, node, network optimization and SONET optical transport rate elements and three months for the data optical transport channel rate elements.
- (G) For Facilities Management Service (FMS) as set forth in 7.2.16 preceding, the minimum period is one year when FMS is provided with the month-to-month billing option. This minimum period applies on a network basis when the entire FMS network is discontinued within the first twelve (12) months of service. When FMS is provided with term plan billing, the minimum period is satisfied through the application of termination liability as set forth in Section 7.2.16(G)(3) preceding. Additionally, the minimum billing for individual channels within the FMS network is one month.
- (H) For Optical Network as set forth in 7.2.20(E) preceding, the minimum period is one year for all term plans, including Month-to-Month.

\* Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.5 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's designated premises
- The customer's designated premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the applicable channel termination nonrecurring charge for the service affected as set forth in 7.4.1 preceding. There will be no change in the minimum period or Service Discount Plan\* requirements.

(C)

(B) Moves To A Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period and/or Service Discount Plan\* requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period and/or termination liability charges for the discontinued service except as specified in 7.4.10(C)(5) following.

(C)

For 1.544 Mbps/DS1 High Capacity, 44.736 Mbps/DS3 High Capacity (excluding Short-Term DS3), or Facilities Management Service moves of a primary circuit termination from one Telephone Company Central Office to another Telephone Company Central Office, the customer may pay a Coordinated Retermination Charge in lieu of treating the move as a discontinuance and start of service. The Coordinated Retermination Charge applies per circuit or DS1/DS3 equivalent circuit reterminated. The Telephone Company will coordinate the work activities required in order to minimize the length of time the service being moved is unavailable. Monthly rates will apply as if the circuit remained in service with no disruption. There will be no change in minimum period requirements. No termination liabilities will apply except where the retermination eliminates chargeable services such as IOF mileage or primary premises Channel Terminations for which specific termination liabilities exist.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan

(A) General

Service Discount Plans are provided with Rate Stability (defined in (G) following) for these services, subject to the limitation set forth below: (C)

- IntelliBeam Dedicated SONET Ring

Service Discount Plans are provided with Base Rates only (without Rate Stability) as set forth in (G) following for these services, subject to the limitation set forth below: (C)

- 44.736 Mbps Service

Service Discount Plans are available for the following types of services, subject to limitation set forth below. Neither Rate Stability or Base Rates apply to these services: (C)

- DIGIROUTE<sup>SM</sup> digital service II
- 1.544 Mbps Service
- DOVROUTE<sup>SM</sup> Service
- FairPoint EnterPrise Network Reconfiguration Service+
- Broadcast Video Service

- Advanced Uncompressed Digital Video Service (D)
- Serial Component Video Service
- Supertunking Transport Video Service
- Fiber Based Multichannel Video Service
- IntelliBeam Dedicated SONET Ring (IDSR in Section 26.1 only)^

Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (N)

+ Denotes a Vertical Service.

^ Service availability limited. See footnote on Page 26-1.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(A) General (Cont'd)

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 and, in the case of certain digital services, of the same speed (i.e., 2.4, 4.8, 9.6, or 56.0 kbps Digital Data Services, 1.544 Mbps and 44.736 Mbps Service with an optical fiber interface option). In the case of FES FDDI Service, all Channel Termination rate elements associated with a FES FDDI Service must be under the same Service Discount Plan. In the case of 1.544 Mbps and 44.736 Mbps Service, the services must be provided within the same Telephone Company operating territory. In addition, when a customer requests a Service Discount Plan\* for a 1.544 Mbps or 44.736 Mbps High Capacity or FES DS1 or DS3 Special Access Service provided under a Shared Use Agreement, the equivalent Switched Access Service Discount Plan and its terms and conditions as specified in Section 6.7.16 preceding, will apply to the Switched Access channels provided over the Shared Use facility. For all other services, the services must be billed on the same billing account. (C)

When the customer has elected a Commitment Discount Plan as set forth in Section 25.1 following, a Service Discount Plan will not be established for any service level which is included in a Commitment Discount Plan. A Service Discount Plan may be established for service levels which are not included in the Commitment Discount Plan subject to the regulations specified in Section 25.1.2 following. (C)

When the customer has elected a National Discount Plan (NDP) as set forth in Section 25.2 following, a Service Discount Plan will not be established for any Special Access DS3 Service or Special Access DS1 Service during the time that the customer subscribes to NDP. (C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(A) General (Cont'd)

When a Host Customer with an existing multiplexed High Capacity or IntelliBeam Dedicated SONET Ring requests a Shared Billing Arrangement as set forth in Section 7.2.9(D)(6) and a Service Discount Plan is currently in effect on the portion of the multiplexed or groomed service that will be billed to a Service User, the Service User will have the option of (1) continuing the existing discount plan and terms and conditions in effect as set forth in Section 7.4.10(C)(1) following or, (2) requesting a new Service Discount Plan for a commitment period equal to or longer than the original commitment period at the then effective discount percentage. If the Service User does not agree to (1) or (2) preceding, the existing customer will be responsible for payment of any termination liability associated with the portion of service that will be billed to the Service User prior to the establishment of a Shared Billing Arrangement.

When requesting a Service Discount Plan, the customer must specify which services are to be included in the Service Discount Plan. When requesting any activity set forth in (C)(2) through (6) following, the customer must specify by circuit identification which services are affected.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)



ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

The discount percentage is applied to the currently effective monthly or base rates. Except as set forth in (G) following, such rates may change during the commitment period, thereby causing an increase or decrease in the rates applicable to the customer.

Except for services provided with Rate Stability, in the event that 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 (C) following. 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.

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, that increased discount will be used to determine the rates applicable to the customer.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

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

Service Discount Plans are not applicable to Optional Features and Functions or BSEs except as specified following. Optional Features and Functions or BSEs associated with the service will have the same commitment period as the corresponding service. Optional Features and Functions or BSEs may be added subsequent to the establishment of the service discount plan on the corresponding service, subject to the provisions set forth in (D) following for Additions of Service.

(a) DS3 Level Services

High Capacity 44.736 Mbps – Optical Fiber Interface\*\*

- Channel Terminations

(C)

24 months - 35 months	5%#
36 months - 47 months	10%#
48 months - 59 months	25%#
60 months - 71 months	35%#
84 months - 95 months	40%#
120 months – 131 months	40%#

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

\*\* When ordered in conjunction with ESS, the commitment period for the Special Access Service must be the same commitment period as the corresponding ESS as specified in (j) following.

# Service provided with Base Rates. The percentage discount is applied to the base rate set forth in 31.7 following.

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(B) Description (Cont'd)

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

(a) DS3 Level Services  
High Capacity 44.736 Mbps – Optical Fiber Interface (Cont'd)

(C)

(D)

-----

(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

(D)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates. (Cont'd)

(a) DS3 Level Services

High Capacity 44.736 Mbps – Optical Fiber Interface \*\*(Cont'd)

(C)

- Alternate Serving Wire Center

24 months - 35 months	5%#
36 months - 47 months	10%#
48 months - 59 months	25%#
60 months - 71 months	35%#
84 months - 95 months	40%#
120 months – 131 months	40%#

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

\*\* When ordered in conjunction with ESS, the commitment period for the Special Access Service must be the same commitment period as the corresponding ESS as specified in (j) following.

(C)

# Service provided with Base Rates. The percentage discount is applied to the base rate set forth in 31.7 following.

(C)  
(C)

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Vice President - Regulatory  
 5 Davis Farm Road, Portland, ME 04103

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates. (Cont'd)

(a) DS3 Level Services

High Capacity 44.736 Mbps - Electrical Interface\*\*

(C)

-Channel Terminations

(C)

24 months – 35 months	5%#
36 months – 47 months	10%#
48 months – 59 months	25%#
60 months – 71 months	35%#
84 months – 95 months	40%#
- Alternate Serving Wire Center	
24 months – 35 months	5%#
36 months – 47 months	10%#
48 months – 59 months	25%#
60 months – 71 months	35%#
84 months – 95 months	40%#

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

\*\* When ordered in conjunction with ESS, the commitment period for the Special Access Service will have the same commitment period as ESS as specified in (j) following.

(C)

# Service provided with Base Rates. The percentage discount is applied to the base rate set forth in 31.7 following.

(C)

(C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(a) DS3 Level Services (Cont'd)

High Capacity 44.736 Mbps - Electrical Interface (Cont'd)

(C)

(D)

(D)

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(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

(D)

|

|

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(b) DS1 Level Services  
High Capacity 1.544 Mbps \*\*

(C)

- Channel Terminations

(C)

24 months - 35 months	15%
36 months - 47 months	25%
48 months - 59 months	30%
60 months - 71 months	35%
84 months - 95 months	40%

- Alternate Serving Wire Center

24 months - 35 months	15%
36 months - 47 months	25%
48 months - 59 months	30%
60 months - 71 months	35%
84 months - 95 months	40%

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

\*\* When ordered in conjunction with ESS, the commitment period for the Special Access Service will have the same commitment period as the corresponding ESS as specified in (h) following.

(C)

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Issued: August 17, 2018

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Vice President - Regulatory  
 5 Davis Farm Road, Portland, ME 04103

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(c) DS0 Level Services

DIGIROUTE<sup>SM</sup> digital service II

- Channel Terminations

(C)

24 months - 35 months	5%
36 months - 47 months	10%
48 months - 59 months	15%
60 months - 71 months	20%
84 months - 95 months	25%

(D)

-----  
 (D)

DOVROUTE<sup>SM</sup> Service

- Channel Terminations

(C)

36 months - 47 months	10%
60 months - 71 months	20%

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(d) Video Services

Broadcast Video

(C)

- Channel Terminations

36 months - 59 months	10%
60 months - 83 months	20%#
84 months - 95 months	30%+#

(C)

(D)

|

|

(D)

Supertrunking Transport Video Service

- Channel Terminations

(C)

36 months - 59 months	10%
60 months - 83 months	20%
84 months - 95 months	35%
120 months - 131 months	40%

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

+ Effective October 11, 2001, Broadcast Video Service will no longer be provided under a Service Discount Plan of 84 months – 95 months. Customers who are already subscribing to, or have on order, Broadcast Video Service with a commitment period of 84 months – 95 months may continue with service under this plan through the end of the commitment period, at which time the customer may renew under any other commitment period being offered at that time.

# Not available on Premises to Hub or Premises to Port Channel Terminations.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(d) Video Services (Cont'd)

Fiber Based Multichannel Video

- Channel Terminations and Optional Features and Functions

(C)

36 months - 59 months	10%
60 months - 83 months	20%
84 months - 119 months	40%
120 months - 131 months	40%

Advanced Uncompressed Digital Video

- Channel Terminations and Optional Features and Functions

(C)

36 months - 59 months	10%
60 months - 71 months	20%

Serial Component Video Service

- Channel Terminations

(C)

36 months - 59 months	10%
60 months - 71 months	20%

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(e)

(D)



(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(f) FairPoint EnterPrise FDDI Service

- Channel Terminations

(C)

24 months - 35 months	5% #
36 months - 47 months	10% #
48 months - 59 months	25% #
60 months - 71 months	35% #
84 months - 95 months	40% #
120 months - 131 months	40% #

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

# Service provided with Rate Stability. The percentage discount is applied to the Rate Stability base rate set forth in 31.7 following.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(g) [Reserved for Future Use]

(D)

-----  
(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

(D)

-----  
(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(B) Description (Cont'd)

(1) Service Commitment Periods and Discount Percentages Applicable to Monthly Rates (Cont'd)

(h) Reserved for Future Use

(D)

-----  
(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability

(1) General

A termination liability applies during the selected commitment period. Except as set forth in (2) through (6) 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. In addition, should a customer, prior to the end of the selected commitment period, request that some or all channels of a High Capacity or FES facility be used for Switched Access Service the terms and conditions specified in 6.7.16 preceding for the equivalent Switched Access discount plan will apply to such channels for the balance of the selected commitment period. Further, except as provided in (D) and (E) following, when a customer a Service Discount Plan prior to the end of the selected commitment period, the customer is liable for a termination liability charge.

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

When the jurisdiction of a Special Access Service (line), NRS Network Access Port or Packet Switching Access Service (port) furnished under a Service Discount Plan is changed to intrastate, no termination liability charge applies provided the service (line or port) is furnished under an intrastate service discount plan.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

For the following services, the termination liability charge is calculated for the applicable Channel Termination, BSE, and Optional Feature or Function monthly rates as set forth in (a) following. (C)

- Voice Grade Service
- Digital Data Service
- DOVROUTE<sup>SM</sup> service

For the following services, the termination liability charge is calculated for the applicable Channel Termination, BSE, and Optional Feature or Function monthly rates as set forth in (a) or (b) following. When calculating termination liability charges, the Telephone Company will apply the option that provides the customer with the lowest termination liability charge. (C)

- |   |   |     |
|---|---|-----|
| - DDS II                                      | - 44.736 Mbps High Capacity             |     |
| - 1.544 Mbps High Capacity Service+           | Service+                                | (C) |
| - Advanced Uncompressed Digital Video Service | - Supertrunking Transport Video Service | (C) |
| - Fiber Based Multichannel Video Service      | - IntelliBeam Dedicated SONET Ring      |     |
|   | - Broadcast Video Service               |     |

(D)  
(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

+ When provided in conjunction with ESS Ring Transport Services, the termination liability charge is as set forth in (c) following in lieu of the termination liability charge as determined in (a) or (b), as applicable. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

- For Enterprise SONET Service (ESS), the termination liability charge is calculated for the applicable ESS Ring Transport Service and the associated 1.544 Mbps or 44.736 Mbps Special Access Service as set forth in (c) following.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

(a) Option 1

(i) IntelliBeam Dedicated SONET Ring (IDSR)

- 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 17% 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.
- 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 17% of the applicable monthly rates for each month and fraction thereof in the balance of the selected commitment period.

(ii) All Other Services

- 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 for 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.
- 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.

(b) Option 2

- 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.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

(b) Option 2 (Cont'd)

- 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) For IntelliBeam Dedicated SONET Ring (ISDR) with a commitment period which was extended under (E)(2) following, termination liability does not apply during the period of extension.
  - (ii) For all other services, 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 a customer has a 45 month commitment period and disconnects a 1.544 Mbps High Capacity 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 45 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 45 month plan and the monthly rate for the 40 month plan are the same rate, the termination liability charge is zero.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd) (C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

(b) Enterprise SONET Service (ESS)

- When an ESS Ring Transport Service is disconnected during the ESS conversion period and prior to the customer satisfying its minimum service requirement, no termination liability charge applies. However, the ESS Ring Transport Service being disconnected is subject to minimum period requirements as set forth in Section 26.1.2(E) following.
- When an ESS Ring Transport Service is disconnected after the ESS conversion period and prior to the end of the selected commitment period, no termination liability charge applies provided that the minimum service requirement is maintained. However, the ESS Ring Transport Service being disconnected is subject to minimum period requirements as set forth in Section 26.1.2(E) following.
- When all of the customer's ESS Ring Transport Services are disconnected during the ESS conversion period and prior to the customer satisfying the minimum service requirement, the termination liability charge is 100% of the applicable discounted monthly rate, for each ESS Ring Transport Service that in-service as of the date of disconnection, for each month and fraction thereof remaining in the ESS conversion period. In addition, termination liability will apply to the minimum service requirement of 336 equivalent DS1s at 50% of the applicable discounted monthly rate for each month beginning in the nineteenth month (i.e., the month following the ESS conversion period) through the remainder of the customer selected commitment period. For the purpose of determining the termination liability charge applicable after the ESS conversion period, the monthly rate to be applied will be the discounted rate for the "O Mile" mileage band.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

(c) Enterprise SONET Service (ESS) (Cont'd)

- When all of the customer's ESS Ring Transport Services are disconnected after the ESS conversion and prior to the end of the customer selected commitment period, termination liability will apply to the minimum service commitment as determined in Section 26.1.2(D) following at 50% of the applicable discounted monthly rate for each month and fraction thereof remaining in the customer selected commitment period. For the purpose of determining the termination liability charge applicable after the ESS conversion period, the monthly rate to be applied will be the discounted rate for the "O Mile" mileage band. No termination liability charge applies to any of the remaining ESS Ring Transport Service which are in excess of the minimum service commitment, however, such services are subject to the minimum period requirements as set forth in Section 26.1.2(E) following.
- The regulations set forth in (C)(2) through (C)(6) following for upgrades, changes, cancellations, moves and replacements under the Service Discount Plan, respectively, are not applicable to ESS Ring Transport Services or any service connected to an ESS Ring Transport Service.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(1) General (Cont'd)

The monthly rates used to calculate termination liability charges are subject to the reductions, as set forth in Section 5.2.7 preceding when Switched Access Services are provided on a Shared Use Digital High Capacity facility.

When some, but not all, services are disconnected for which a first and additional monthly rate is applicable, the monthly rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates.

Termination liability for 44.736 Mbps Standard Channel Terminations at a primary premises is calculated based upon the rate band determined by the last count taken.

The termination liability charge applies in addition to applicable minimum period charges.

Termination liability does not apply when IDSR as set forth in Section 26.1 following is converted to an equal or higher speed DSR under a term plan as set forth in Section 34.1 following. Time-in-service credit will be granted on the new DSR term plan based on the number of months that service was under the Service Discount Plan. For example, conversion of IDSR under a 60 month term plan that was in service for 32 months will allow for 32 months of time-in-service credit towards the DSR term plan under Section 34.1 following.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades

Upgrades include the following types of customer requests:

- A request to disconnect some or all of its discounted digital services in order to replace them with Telephone Company provided digital Special Access Services with a bit rate higher than that of services being disconnected or,
- A request to disconnect some or all of its discounted two-point or multipoint services in order to have these services provided over a multiplexed Telephone Company provided 1.544 Mbps High Capacity facility or,
- A request to disconnect some or all of its discounted FES channels in order to include the channels in FES grooming arrangements or to replace them with FES channels provided with FairPoint EnterPrise Network Reconfiguration Service.
- A request to disconnect some or all of its discounted Digital Data Services in order to replace them Telephone Company provided DIGIROUTE<sup>SM</sup> digital services II.

(D)

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(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades (Cont'd)

Upgrades include the following types of customer requests (Cont'd):

(D)  
|  
(D)

- A request to disconnect some or all of its High capacity in order to replace them with IDSR s, DSRs, IntelliBeam Entrance Facility, or IntelliBeam Broadband Transport.
- A request to disconnect Video Service in order to replace it with Advanced Uncompressed Digital Video Service.
- A request to disconnect an 8 bit Advanced Uncompressed Digital Video Service in order to replace it with a 10 Bit Advanced Uncompressed Digital Video Service.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades (Cont'd)

Upgrades include the following types of customer requests (Cont'd):

- A request to disconnect Advanced Uncompressed Digital Video Service (AUDVS) in order to replace it with Serial Component Video Service (SCVS), provided that the total dollar amount of the plan for the SCVS is equal to, or greater than, the total dollar amount remaining in the plan for the AUDVS being disconnected.
- A request to disconnect Broadcast Video Service in order to replace it with Serial Component Video Service.

(D)



(D)

- A request to disconnect some or all of its point to point DIGIROUTE<sup>SM</sup> digital service II, 1.544 Mbps High Capacity or FairPoint EnterPrise DS0, Fractional DS1 or DS1 Service in order to replace them with Special Access Service provided with Frame Relay Service Port Only Connections or FRS UNI Port With Access Line Connections.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades (Cont'd)

Upgrades include the following types of customer requests: (Cont'd)

- A request to disconnect some or all of its point to point DIGIROUTE<sup>SM</sup> digital service II, 1.544 Mbps High Capacity, 44.736 Mbps High Capacity or FairPoint EnterPrise DS0, Fractional DS1, DS1, or DS3 Service in order to replace them with Special Access Service provided with Internet Protocol – Virtual Private Network Dedicated User Network Interface Port Only Connections.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades (Cont'd)

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

- 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. (C)  
(C)  
(D)  
(D)
- With the exception of Special Access Service provided with Internet Protocol – Virtual Private Network Dedicated User Network Interface Port Only Connections, the new services are provided between the same locations as the existing services were provided and
- The replacing Special Access Services have a total channel capacity equal to or greater than the total channel capacity of the services being disconnected or (C)  
(C)
- The number of replacing channelized services provided over a multiplexed High Capacity facility is equal to or greater than the number of services being disconnected.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(2) Upgrades (Cont'd)

- 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.

(C)

(C)

(3) Changes

For DIGIROUTE<sup>SM</sup> digital service II and DOVROUTE<sup>SM</sup> service, no termination liability charge applies to the following changes:

- Change from two-point to multipoint or from multipoint to two-point.
- Change in transmission speed.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(3) Changes (Cont'd)

For Video and Advanced Video Services, no termination liability charge applies to the following changes:

- Change in channel interface (i.e., audio bandwidth, audio signal options, number of audio channels).
- 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. For Advanced Digital Uncompressed Video Service, no termination liability charge will further apply if a multipoint configuration is replaced by two channels, one of which has the Dual Transmit Channel Termination, provided that the same customer designated premises are maintained.
- Change MVS from One-way Transport to interactive. No termination liability charge applies for discontinuance of the One-way Transport Optional Feature.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(4) Cancellations

A customer may cancel a 10 year Service Discount Plan for 44.736 Mbps Service provided with an optical fiber interface option, without the application of termination liability charges to such cancellation, if the ratio of the sum of 1/3 (for 135 Mbps capacity), 1/9 (for 405 Mbps capacity) or 1/12 (for 560 Mbps capacity) of the applicable discounted optical fiber interface Channel Termination monthly rates and one DS3 to DS1 Multiplexing monthly rate divided by the non-discounted monthly rate of a 1.544 Mbps High Capacity Channel Termination exceeds 10.

In the event that 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 (C) following. 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.

A customer may cancel a Service Discount Plan for High Capacity Service or FairPoint EnterPrise DS1 or DS3 service in order to replace it with one of the following services provided under a term/extended service plan, provided that the total dollar amount of the term/extended service plan for that service 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.

- SONET Service, as set forth in Sections 26 and 34.1 following
- Internet Protocol – Virtual Private Network Dedicated User Network Interface Port With Access Line Connection, as set forth in Section 14.

A customer may cancel a Service Discount Plan for Broadcast Video Service, Advanced Broadcast Video Service+ or Serial Component 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)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

+ ABVS availability is limited. See footnote in Section 7.2.14(B) for more details.

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(4) Cancellations (Cont'd)

A customer may cancel a Service Discount Plan for DIGIROUTE<sup>SM</sup> digital service II, FairPoint EnterPrise DS0, or FairPoint EnterPrise Fractional DS1 services in order to replace it with the following service provided under an extended service plan, provided that the total dollar amount of the extended service plan for that service 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.

- Internet Protocol – Virtual Private Network Dedicated User Network Interface Port With Access Line Connection, as set forth in Section 14.

A customer may cancel a Service Discount Plan on its 1.544 Mbps and/or 44.736 High Capacity Services without the application of termination liability in order to include such 1.544 Mbps and/or 44.736 High Capacity Services in a Commitment Discount Plan (as set forth in Section 25.1 following) or the National Discount Plan (as set forth in Section 25.2 following).

(5) Moves

Except for 1.544 Mbps and 44.736 Mbps Service, 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. When a customer requests that some or all of its 1.544 Mbps or 44.736 Mbps Service under a Service Discount Plan be moved to a different building, no termination liability charge applies provided the services remain within the same Telephone Company operating territory.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(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 services(s) of the same speed or type, as appropriate, for the balance of the commitment period for that Service Discount Plan, no termination liability charge will apply provided that:
  - (i) The orders to accomplish the replacement are placed with the Telephone Company at the same time to be completed at the same time, or for 1.544 Mbps and 44.736 Mbps High Capacity Services, DDS II and Supertrunking Transport Video Services, and their applicable Optional Features and Functions (except as specified in (b) following) which are included in the Service Discount Plan, the orders to accomplish the replacement are (1) placed with the Telephone Company within sixty (60) days of each other and (2) the replacing services are provided within the same Telephone Company operating territory as the services that are replaced in the Service Discount Plan.
    - (C)
    - (C)
    - (C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(6) Replacements (Cont'd)

(a) (Cont'd)

(ii) 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 or BSEs as the services they replace. In this case, the appropriate termination liability charges apply to the Optional Features and Functions or BSEs no longer provided.

(C)

(D)



(D)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(C) Termination Liability (Cont'd)

(6) Replacements (Cont'd)

(c) When a customer with an existing FES FDDI Service configuration under a Service Discount Plan wishes to replace one or more of the Channel Terminations on the configuration included in the Service Discount Plan with other new Channel Termination(s) of the same type for the balance of the commitment period for that Service Discount Plan, no termination liability charge will apply provided that:

- (i) The orders to accomplish the replacement are placed with the Telephone Company at the same time, or the orders to accomplish the replacement are placed with the Telephone Company within sixty (60) days of each other, and
- (ii) The number of Channel Terminations included in the Service Discount Plan remains the same.

(D) Additions of Service

(1) Except as set forth in (2) through (5) following, when a customer with an existing Service Discount Plan wishes to increase the number of services for a FairPoint EnterPrise Network Reconfiguration Service it has the following options. (C)

- Subscribe to the additional services under non-discounted rates.
- Subscribe to the additional services under a separate Service Discount Plan at the then effective discount percentage, rates and charges.
- 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 charges apply to such cancellation.

When a customer with an existing Service Discount Plan wishes to add FairPoint EnterPrise Network Reconfiguration Service (NRS) capability to those services, the customer may add the NRS capability to its existing Service Discount Plan for the balance of the commitment period on the associated service, at the rates specified for the existing commitment period.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(D) Additions of Service (Cont'd)

- (2) When a customer with an existing Service Discount Plan wishes to increase the number of Channel Terminations to its FES FDDI Service, the customer may do so for the balance of the commitment period remaining in its Service Discount Plan. Effective November 3, 2000, FES FDDI is no longer available to new customers. (C)
- (3) For additions of service (e.g., nodes or CO Extensions) to an existing IDSR service under Section 26.1 following, the additional services will be added for the remainder of the applicable commitment period of such IDSR (including any permitted extensions as set forth in (E)(2) following).
- (4) A customer with an existing Service Discount Plan wishing to add an optional feature or function or BSE to an existing service has the following options:
  - Cancel the existing Service Discount Plan for the service and include both the optional feature or function or BSE and its corresponding service under a new Service Discount Plan for a commitment period equal to or longer than the that of the cancelled plan for the corresponding service. No termination charges apply to such cancellation.
  - Subscribe to the Optional Feature or function or BSE 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 or BSE.
- (5) When a customer with ESS wishes to increase the number of ESS DS1 or DS3 Ring Transport Services, the additional services will be added for the balance of the commitment period.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(E) Extension of Commitment Period

- (1) For all services except IntelliBeam Dedicated SONET Ring (IDSR) as set forth in Section 26.1 following, 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. No termination liability charges will apply for any service extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change. (C)
- (2) For IntelliBeam Dedicated SONET Ring (IDSR) as set forth in Section 26.1 following, the conditions set forth in (a) through (d) following apply.
  - (a) The customer may not extend its Service Discount Plan to a plan with a longer commitment period as allowed under (E)(1) preceding; and
  - (b) The Telephone Company will not renew such IDSR Service Discount Plan under the terms and conditions specified in (F) following.
  - (c) For a customer whose Service Discount Plan commitment period has not yet expired as of October 5, 2006, the customer may continue with the service to the end of the Service Discount Plan commitment period currently in effect. Upon expiration of the Service Discount Plan commitment period currently in effect, the customer has the following options.
    - (1) Disconnect service.
    - (2) Convert the service in accordance with the footnote in Section 26.1 following.
    - (3) Continue the service under a single extension to the Service Discount Plan commitment period for its IDSR. The extension may not exceed twenty-four (24) months from the date that the current Service Discount Plan commitment period is due to expire. At the end of such extension, the customer must either disconnect service or convert the service in accordance with the footnote in Section 26.1 following.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(E) Extension of Commitment Period (Cont'd)

(2) (Cont'd)

(d) For a Service Discount Plan whose commitment period has already expired as of October 5, 2006, and regardless of whether the expiration date of such plan had previously been extended or not, the customer has the following options.

(1) Disconnect service no later than October 5, 2008.

(2) Convert the service in accordance with the footnote in Section 26.1 following no later than October 5, 2008.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(F) Rate Regulations

- (1) 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.
- (2) 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.
- (3) When a Service Discount Plan is provided on Enterprise SONET Service, the commitment period for the Service Discount Plan will be effective with the establishment of the first ESS Ring Transport Service on the ring.
- (4) 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. 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. For FDDI Service, applicable rates for the expiring commitment period will continue to apply. With respect to IDSR service provided pursuant to Section 26.1 following, the regulations set forth in this paragraph shall not apply, and the regulations set forth in Section (E)(2) preceding shall apply in lieu thereof.
- (5) If the customer notifies the Telephone Company of its choice within the first sixty 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.

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(G) Rate Stability and Base Rates

For services provided with Rate Stability, the discount percentage is applied to the Rate Stability base rates specified in 31.7 following. Such rates will not be subject to Telephone Company initiated rate increases over the commitment period selected by the customer. However, the Telephone Company may initiate an increase in the discount percentage, thereby causing a decrease in the rates applicable to the customer. In no case will the Rate Stability base rate exceed the non-discounted monthly rate for the service.

(C)

For services provided with Base Rates (without rate stability), the discount percentage is applied to the Base Rates specified in 31.7 following. Such rates are not rate stable and may change during the commitment period, causing an increase or decrease in the rates applicable to the customer. In no case will the Base Rate exceed the non-discounted monthly rate for the service.

(C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Service Discount Plan\* (Cont'd)

(C)

(H) Prepayment Option for Fiber Based Multichannel Video Service (FBMVS), FairPoint EnterPrise Service Fiber Distributed Data Interface (FDDI) and IntelliBeam Dedicated SONET Ring (IDSR)

A customer subscribing to MVS, FES FDDI+ or IDSR Service under a Service Discount Plan may, at any time during the commitment period, elect to prepay a portion or all recurring charges for the remainder of the commitment period. For partial prepayments, a minimum of twelve (12) months of the Service Discount Plan commitment period may be prepaid. The prepayment amount will be calculated using the monthly rate in effect at the time the prepayment option is elected, adjusted by the prime lending rate in effect when the prepayment amount is calculated. Recurring charges will cease for the portion of the commitment period which was prepaid. No adjustments will be made for Telephone Company initiated rate changes which may occur subsequent to the customer's election to prepay. Upon expiration of the service period for the selected Service Discount Plan, regulations set forth in (E) and (F) preceding apply. When a customer electing the Prepayment Option discontinues the Service Discount Plan prior to expiration of the service period, credit for the unused portion of the monthly charges already paid will apply. Such credit will include an adjustment for the prime lending rate in effect when the prepayment was calculated, reduced by the appropriate termination liability charges as specified in (C) preceding.

(C)

\* Service Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

+ Service availability limited. See Section 23.1 for more information.

ACCESS SERVICE

24. Federal Telecommunications Access Service (FTAS) 2001 (Cont'd)

24.7 Shortfall Liability

Shortfall liability applies to any FTAS 2001 customer that fails to meet its MRG. Shortfall liability is based on the difference between the actual billed revenue and the applicable MRG. When applicable, shortfall liability is assessed at the Annual Review.

If the GSA enters into a contractual arrangement with additional customer(s) beyond those in the original contract, causing an original customer to miss its MRG obligation, 25% of the applicable Shortfall Liability will be waived for two Annual Reviews. No more than 25 % of the applicable Shortfall Liability will be waived in a single Annual Review.

24.8 Expiration of Rate Plan

If on the initial or extended expiration date of the FTAS 2001 contract, the customer has not notified the Telephone Company to disconnect its FTAS 2001 services, the Telephone Company will continue to bill FTAS 2001 rates for up to two years.

If the customer still has not notified the Telephone Company to disconnect its FTAS 2001 services by the end of this period, any remaining services will automatically be converted to (1) non-FTAS 2001 services billed at month to month rates; or (2) non-FTAS 2001 services billed at the shortest term plan available; or (3) to non-FTAS 2001 provided in accordance with a customer's existing Commitment Discount Plan.\*

(C)

24.9 Cancellation of Rate Plan

A customer may cancel its entire FTAS 2001 by providing written notice to the Telephone Company. The customer must still meet its then effective MRG obligation, in full, for the regularly scheduled Annual Reviews for both the year service is cancelled and the following year.

However, when FTAS 2001 is cancelled due to the loss of GSA contract, the MRG will be prorated based upon the number of months or major fraction of months the FTAS 2001 was in service during that annual period. For example, if a customer cancels its FTAS 2001 service on May 20th, the MRG will be reduced by 7/12. Only 5/12 of the MRG obligation will apply at the regularly scheduled Annual Review.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
 (C)

## 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 and Section 25.2 following for National Discount Plan.

25.1 Commitment Discount Plans\*

(C)

- (A) 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 the CDP are managed as a single plan with separate commitment periods applicable to each type of service. Only one (1) CDP is permitted per customer (i.e., one per legal entity).
- (B) If a customer subscribes to a CDP, all eligible service types must be included in CDP with the limited exception of IEF services.
- (1) Existing CDP customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.
- (2) New CDP customers who subscribe to IEF services must choose one of the following options: (1) establish or maintain a term pricing plan on their IEF services; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.
- (C) Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched Access and Special Access DS3 channel terminations may be combined into a single commitment level. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently moved to NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(A) following.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans

25.1 Commitment Discount Plans\* (Cont'd)

(C)

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 may be provided under a CDP. For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. The types of services to be discounted, along with the specific discount percentages and available commitment periods, are set forth in Section 25.1.4 following.
- (B) CDPs for Switched Access Service Direct Trunked Transport are only available in states where Expanded Interconnection has become operational and either:
  - a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state; or
  - an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.
- (C) Based on the above requirements, CDPs for Switched Access Service Direct Trunked Transport are available in all states. CDPs are not applicable to Switched Access Service Tandem Switched Transport. However, the customer may also subscribe to a Service Discount Plan for Switched Access Service Tandem Switched Transport as set forth in Section 6.7.16 preceding.
- (D) Any customer that qualified for this option with a predecessor company will qualify for this Option with the Telephone Company. Notwithstanding anything in this Option to the contrary, no minimum subscriptions will be required for any customer that qualified for this option with a predecessor company. #

(C)  
|  
(C)

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

# FairPoint notified the customer of this change on or before March 15, 2008. The customer will have 60 days from April 1, 2008 to terminate this Contract with no penalties. The customer must notify FairPoint by May 30, 2008 to cancel this Contract.

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Transmittal No. 85

Issued: August 17, 2018

Effective: September 1, 2018

Vice President - Regulatory  
 5 Davis Farm Road, Portland, ME 04103

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) 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>Type of Service</u>	<u>Rate Element Discounted</u>	
Switched Access DS1 Direct Trunked Transport	DS1 Entrance Facility	
	Standard Channel Termination	X
	DS1 Channel Mileage	X
Switched Access DS3 Direct Trunked Transport	DS3 Entrance Facility	
	Standard Channel Termination	X
	DS3 Channel Mileage	X
	Local Transport Multiplexing Optional Feature or BSE	X
Special Access 44.736 Mbps High Capacity Service	Standard Channel Termination	X
	Alternate Serving Wire Center Optional Feature	
IntelliBeam Entrance Facility Service (Switched & Special Access)	Optical Terminations	X
	Electrical Interfaces	X
Special Access 1.544 Mbps High Capacity Service	Standard Channel Termination	X
	Alternate Serving Wire Center Optional Feature	X

(D)

(D)

(D)

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	
Special Access DIGIROUTE <sup>SM</sup> digital service II	Channel Termination	X

(D)

(D)

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.2 Establishment of a Commitment Discount Plan

(A) ACNAs Subscribing to Commitment Discount Plan

- (1) At the time of subscription to CDP, the subscribing customer must include all of its ACNAs in the CDP. 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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

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

(A) ACNAs Subscribing to Commitment Discount Plan (Cont'd)

(5) (Cont'd)

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.

(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 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 must establish a CDP for such other services that are eligible for inclusion in CDP with the limited exception of the following: (i) IEF services; or (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.2 following. For IEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in Section 25.1.3(A)(6) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. For each type of service specified in Section 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.

(C) For service which is provided as part of a Shared Use Arrangement, the DS1 or DS3 Service will be included in the service plan for the service type which is ordered as the facility to the Hub (e.g., a Switched Access DS1 Service which is ordered as the facility to the Hub will be under the Switched Access DS1 CDP). For purposes of administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

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

(D) When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing Service Discount Plans and Term Plans as provided under Sections 6.7.16 or 7.4.10 preceding or 26.1 following.

(1) The CDP Customer may continue with, or establish new, any available Service Discount Plan or Term Plan for the following services which are not eligible for inclusion in the CDP. The regulations for the Service Discount Plan and Term Plans on these services are set forth in Sections 7.4.10 preceding or 26.1 following.

- Special Access DOVROUTE<sup>SM</sup> service
- Special Access Broadcast Video Service
- Special Access Advanced Uncompressed Digital Video Service
- Special Access Fiber Based Multichannel Video Service
- Special Access Supertrunking Transport Video Service
- Enterprise SONET Services
- SONET Services, with the following exceptions:
  - IntelliBeam Entrance Facilities (when not included in CDP)
  - Services specified in Section 25.1.1 preceding

(2) The CDP Customer may continue any existing Service Discount Plan for Switched Access Tandem Switched Transport or may establish a new Service Discount Plan for Switched Access Tandem Switched Transport, subject to the regulations set forth in Section 6.7.16 preceding.

(3) Existing CDP Customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. If a CDP Customer chooses to include IEF in CDP after initially establishing CDP, the DS3 portion of the new combined commitment level will remain the same. Ninety percent (90%) of the then in-service IEF terminations will be added to the DS3 commitment levels to create a new combined DS3 and IEF commitment level.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

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

(D) (Cont'd)

- (4) New CDP Customers who subscribe to IEF services must choose one of the following options: (1) establish or maintain a term pricing plan on their IEF services; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.
- (5) For all Switched Access or Special Access Services (i.e., services which are under the CDP), the Service Discount Plan(s) or Term Plan will be cancelled in order to include the service(s) in the CDP. Service Discount Plan or Term Plan termination liability will not apply to the cancelled plan(s).
- (6) Special Access DS3 Services and Special Access DS1 Services which are included in the NDP as set forth in Section 25.2 following are not eligible for inclusion in the CDP.
- (7) The customer must establish a separate plan (including a commitment level and a commitment period) for each service type specified in Section 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 customer may not establish or maintain a Service Discount Plan(s) for any services that are eligible for inclusion in CDP with the following limited exceptions: (i) IEF services as set forth in the following sentence. If IEF services are included in CDP, the customer may not establish or maintain a term plan for IEF services; however, the customer may include IEF services in NDP in accordance with the terms set forth in Section 25.2 following; and (ii) Special Access DS3 Services and Special Access DS1 Services included in the NDP.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

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

(D) (Cont'd)

(8) 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 Commitment Discount Plan 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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

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 plan. 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 Standard 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 DS0 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
Fractional DS1	
768 kbps	12
512 kbps	8
384 kbps	6
256 kbps	4
128 kbps	2
DS0	1
DDS II	1

- (3) When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0.
- (4) The customer will not be eligible to participate in the CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at the time of subscription is less than 336.
- (5) The CDP Customer agrees to an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations which are in-service at the time of subscription to CDP. For all other services, the CDP Customer agrees to 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 Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plan\*s (Cont'd)

(C)

25.1.3 Plan Commitment Levels (Cont'd)

(A) Minimum Commitment Levels (Cont'd)

- (6) CDP Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched Access and Special Access DS3 channel terminations may be combined into a single commitment level. FMS Standard Channel Terminations are not included in the CDP. Each service that is part of a combined service plan may have different commitment periods and rates for each service. If the CDP Customer chooses to combine IEF terminations with Switched Access and Special Access DS3 Channel Terminations, the CDP Customer must combine its Switched Access and Special Access DS3 Channel Terminations into a combined plan. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(a) following.
- (7) If the CDP Customer fails to maintain its Minimum Commitment for DDS II, the CDP Customer may opt to reduce its existing commitment level for DDS II 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.
- (8) The CDP Customer may increase the Minimum Commitment coincident with the results of the six months true-up process as set forth in Section 25.1.7 following with the increased commitment applying for the balance of the commitment period or until such time as a subsequent adjustment is requested or required under the terms of this Section 25.1.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

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 Commitment Discount Plan

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.

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 services will be increased by ninety percent (90%) of the total equivalent DS0s of the DS3(s) being added. Termination liability will not apply to the reduced Minimum Commitment. The adjusted Minimum Commitment will be reflected in all calculations involved in the true-up process.

(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 25.2 following. In this case, the Minimum Commitment on the individual service type or combined service type will be reduced by 75% or 90%, as applicable, of the equivalent DS0 count associated with the upgraded service(s).

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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

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)

(1) (Cont'd)

(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 reduced by seventy-five percent (75%) or ninety percent (90%), as applicable, of the equivalent DS0 count associated with the upgraded service(s).

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan

- (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).

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(4) Addition of Affiliate(s) to an Existing Commitment Discount Plan

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 25.1.10(B)(2) following.
- (b) The CDP Customer agrees to add at least seventy-five percent (75%) of the total number of DDS II channel terminations, which are in-service for such ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level. For all other services, the CDP Customer agrees to add at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types, which are in-service for such Affiliate ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level.
- (c) All eligible service types of such Affiliate(s) must be included in the existing CDP with the limited exception of IEF services. If IEF services are not included under the existing CDP, and there are IEF services for the Affiliate(s) being added to the existing CDP, the CDP Customer may select from the options specified in Section 25.1(B) preceding for its IEF services. If IEF services are included under the existing CDP, then IEF terminations for the ACNA(s) being added to the existing CDP must be combined with their Switched Access and Special Access DS3 channel terminations, as described in Section 25.1.3(A)(6) preceding.
- (d) No adjustment to prior billing will be made.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(4) Addition of Affiliate(s) to an Existing

Commitment Discount Plan (Cont'd)

(e) The Telephone Company will apply any Renewal Options already granted under the existing CDP to the service types included in the ACNA(s) being added to the existing CDP. When Renewal Options apply under the existing CDP, time in-service credit (TISC) under (f) following will not apply.

(f) TISC will be granted as specified in (i) or (ii) following, as applicable, subject to all of the terms and conditions described in Section 25.1.10(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 25.1.10(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 25.1.10(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).

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (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)(2) 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 25.1.11 following will not be applicable to the plans being cancelled.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(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.

(e) Service Type Has Already Been Established under Surviving CDP

(i) The commitment period for the individual service type or combined service type under the Surviving CDP will not change. The Minimum Commitment level for each service type or combined service type under the Surviving CDP must be increased by an amount equal to the sum of the individual commitment levels under the plans being cancelled (after the pro-rated true-up specified in (6)(b) preceding).

(ii) If IEF services were included under the Surviving CDP, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1(B) preceding.

(iii) The prevailing Renewal Option under the Surviving CDP, if any, as described in Section 25.1.10(G) following, will not change.

(iv) The prevailing TISC under the Surviving CDP, if any, as described in Section 25.1.10(F) following, will not change.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(f) Service Type Has Not Already Been Established under Surviving CDP

- (i) The CDP Customer must choose a commitment period for each individual service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such service type.
- (ii) The Minimum Commitment level for each of the new service type(s) being established under the Surviving CDP must be set at an amount equal to the sum of the individual commitment levels under the plan(s) being cancelled (after the pro-rated true-up specified in (6)(b) preceding).
- (iii) If the CDP Customer had a combined service type under any of the plan(s) being cancelled, and the service types were established but not combined in the Surviving CDP, the CDP Customer may establish such combined service type under the Surviving CDP. The Minimum Commitment level for combined service type 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 not combined under the Surviving CDP. The CDP Customer must choose a commitment period for each newly established combined service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such combined service type.
- (iv) If IEF services were included under one or more of the plans being cancelled, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A)(6) preceding.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

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

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

- If the expiration date of a service type is prior to the next scheduled true-up of the Surviving CDP, the customer must extend the commitment period pursuant to Section 25.1.10(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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

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

(vi) The customer will be granted the highest applicable Renewal Option, as described in Section 25.1.10(G) 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 25.1.10(F) following, for each service type, if any, from the CDPs being cancelled. However, if Renewal Options apply on the Surviving CDP, no TISC will be granted.

(g) The effective date of the changes to the Surviving CDP resulting from the modification, and any changes in the application of the discount percentage and/or TPP rates, will be effective as specified following:

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(g) (Cont'd)

(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.

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

<u>Customer A's Plan</u>	<u>Customer B's Plan</u>
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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

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 Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(h) For an example of the Surviving CDP CDP Option, assume the following: (Cont'd)

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 CDP:

25 DS3s (16,800 equiv. DS0s)  
 60 month commitment period  
 12 months of TISC  
 Expires September 2010

200 DS1s (4,800 equiv. DS0s)  
 84 month commitment period  
 18 months of TISC  
 Expires March 2010

1,100 DDS II circuits  
 36 month commitment period  
 TISC N/A  
 Expires March 2006

True-ups in September and March

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
 (C)

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 Commitment Discount Plan (Cont'd)

(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 25.1.11 following will not be applicable to the plans being cancelled.
- (d) The CDP Customer is required to include all of the ACNA(s) from the plans being cancelled in Plan D.
- (e) For the new Plan D being established, the CDP Customer must choose a commitment period that is no shorter than the commitment period of any of the plan(s) being cancelled for each service type as set forth in Section 25.1.4 following. The Minimum Commitment level(s) for the service type(s) under Plan D will be equal to the sum of the individual commitment levels, by service type, of the plans being cancelled.
- (f) If TISC existed on at least one service type in one of the plan(s) being cancelled, then TISC will be granted on all service types in Plan D. In order to determine the applicable TISC, use the table set forth following.

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

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

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 Maine. The Telephone Company sells its assets in Maine 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, or 29.41176% (i.e., 5 Maine DS3s/17 total DS3s), which equals 2,964.7 DS0s, rounded up to the nearest equivalent DS0, or 2,965 (i.e., 5/17 x 10,080). The new reduced Minimum Commitment will be 7,115 equivalent DS0s (i.e., 10,080 – 2,965).

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\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.4 Commitment Periods and Discount Percentages

- (A) For each billing month, the Telephone Company will discount service under CDPs as follows:
- (1) For IEF services, the Term Plan monthly rates shown in Section 30.26.4 following for price band rates and Section 31.26.4 following for all other rates will apply for the selected commitment period. Such rates may change during the commitment period subject to the regulations set forth in Section 25.1.6 following.
  - (2) For the remaining services included under CDPs, the discount percentage set forth in the table below will be applied to the monthly rates or the Base Rates for the selected commitment period. Base Rates, monthly rates, and discount percentages may change during the commitment period subject to the regulations set forth in Sections 25.1.5 and 25.1.8 following.
  - (3) Services included in a combined service type may have different commitment periods associated with each individual service type. The discount percentage applied to the monthly rates will be the discount percentage associated with the commitment period of the individual service type. Such rates may change during the commitment period subject to the regulations set forth in Section 25.1.8 following. The discount is applied as set forth in Section 25.1.7 following.
  - (4) The discount percentage to be applied differs based on the length of the commitment period selected by the CDP Customer and the type of service. The customer must select a commitment period from those following by specifying the number of months over which the discount is to be applied. The discount percentage to be applied will be the discount percentage for the commitment period selected by the customer.

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>
Special Access DDSII	24 months	5%
	36 months	10%
	60 months	20%
	84 months	25%

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>
Special Access 1.544 Mbps	24 months	15%
	36 months	25%
	60 months	35%
	84 months	40%
Special Access 44.736 Mbps	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%
Special Access FairPoint Enterprise DS0 or Fractional DS1	24 months	5%
	36 months	10%
	60 months	25%
	84 months	30%
Special Access FairPoint Enterprise DS1	24 months	5%
	36 months	15%
	60 months	25%
	84 months	30%
Special Access FairPoint Enterprise DS3	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage+</u>	(C)
IntelliBeam Entrance Facility Optical Terminations and Electrical Interfaces (Switched & Special Access)	36 months	Term Plan Rate	
	60 months	Term Plan Rate	
Switched Access DS1 Direct Trunked Transport and Entrance Facility	24 months	10%	
	36 months	20%	
	60 months	30%	
	84 months	35%	
Switched Access DS3 Direct Trunked Transport and Entrance Facility	24 months	5%	
	36 months	10%	
	60 months	35%	
	84 months	40%	

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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+ For IEF services, the rate under CDP is the Term Plan rate for the selected commitment period.

(C)

ACCESS SERVICE

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 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 a particular commitment period from twenty-five percent (25%) to twenty percent (20%), the existing discount percentage of 25 percent will continue to be applied through the balance of the CDP Customer's commitment period.
- (B) If the Telephone Company initiates an increase in the discount percentage during the commitment period, the increased discount percentage will be used to determine the rates applicable to the customer. For example, if the Telephone Company initiates an increase in the discount percentage for a particular commitment period from twenty-five percent (25%) to thirty percent (30%), the new 30 percent discount will be applied through the balance of the CDP Customer's commitment period.
- (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 CDP Customer may cancel a CDP for the affected service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the affected service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect.

25.1.6 Changes to the IEF Term Plan Rates

- (A) If the Telephone Company initiates a decrease in the IEF Term Plan rates during the commitment period, the decreased rates shall apply to all services under the CDP which bill such IEF Term Plan rates as set forth above.
- (B) If the Telephone Company initiates an increase in the IEF Term Plan rates during the commitment period, the increased rates shall apply to all services under the CDP which bill such IEF Term Plan rates, subject to the applicable regulations set forth in this tariff, including Section 26.1.4 following.
- (C) In the event the Telephone Company initiates a rate increase and the customer's total monthly rate for the affected IEF Service increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the IEF service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the IEF 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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates

(A) The Telephone Company shall apply the discount percentage or IEF Term Plan rate, as applicable, on a monthly basis during the commitment period to each Channel Termination, Optional Feature or Function or BSE, IEF Termination or IEF Interface monthly rate element.

(C)

(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 II 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 ~~is~~ 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 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 customer has a Minimum Commitment for its DDS II service type of 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 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 is below the maximum service level 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 of the CDP and every six 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 months to the average number of equivalent DS0s which comprise the Minimum Commitment.

(3) For purposes of applying the discount percentage or IEF Term Plan 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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

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

If the CDP Customer failed to maintain its Minimum Commitment for a service type or combined service type over the preceding six months, the CDP Customer shall be assessed an amount equal to the difference between the total dollar amount associated with that service type or combined service type over the preceding six months and the total dollar amount associated with that service type or combined service type which would have been applied over the preceding six 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 Standard Channel Terminations which were in service over the preceding six months by summing the actual number of DS0 equivalent Standard Channel Terminations for each of the last six months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six. The resulting number represents the average equivalent DS0 Standard 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 and optional features and functions or BSEs rate elements for that type of service or combined service type over the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(C)

(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 months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average Minimum Commitment for the preceding six 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.

(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. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans \*(Cont'd)

(C)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

(C) Customer has met its Minimum Commitment

If the CDP Customer has satisfied its Minimum Commitment and is below the maximum service level for the preceding six 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 months but exceeded its maximum service level, the Telephone Company will apply an adjustment in order to true-up the discount which was 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 II services and ninety percent (90%) for all other service types of the total number of DS0 equivalent Standard Channel Terminations for the type of service 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 Standard Channel Terminations which were in service over the preceding six months by summing the actual number of equivalent DS0s for each of the last six months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average monthly equivalent DS0 Standard 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, optional features or functions or BSEs and IEF terminations or IEF interfaces rate elements for the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(C)  
(C)

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

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

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

(Step 5) The Telephone Company will determine the number of equivalent DS0s which already received a discount over the preceding six 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 Standard Channel Termination count determined in Step 1.

(Step 6) To determine the total dollar amount associated with the equivalent DS0s which 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.

(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., 1 minus the discount percentage or equivalent). The equivalent discount factor can be determined by the percent differential between the monthly rate or Base Rate, as applicable, for the channel termination and the applicable SDP channel termination rate. To obtain the percent differential, subtract the SDP channel termination rate from the monthly rate or Base Rate, as applicable, for the channel termination and divide the result by the monthly rate or Base Rate for the channel termination, as applicable. For combined DS3 and IEF services, the equivalent discount factor will be the DS3 discount percentage. For example, a ten percent discount would result in a calculation of 1 minus .1 for a discount factor of .9. The resulting amount is then multiplied by six.

(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.

(E) In the event that 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 months of the adjustment being applied (i.e., prior to the next scheduled true-up).

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.8 Rate Changes

The rates to which the discount percentage is applied are subject to change over the commitment period selected by the CDP Customer. An increase in the rate will result in an increase to the rates applicable to the CDP Customer or a decrease in the rate will result in a decrease to the rates applicable to the CDP Customer. For services which are provided with rate stability or base rates, rate changes are subject to the regulations specified in Section 25.1.9 following.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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Vice President - Regulatory  
5 Davis Farm Road, Portland, ME 04103

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.9 Rate Stability and Base Rates

For FairPoint Enterprise Services which are provided with Rate Stability, the discount percentage is applied to the rate stability base rates specified in Section 30. following for price band rates and Section 31. following for all other rates. Such rates will not be subject to Telephone Company initiated rate increases over the commitment period selected by the CDP Customer. However, the Telephone Company may initiate an increase in the discount percentage as set forth in Section 25.1.4 preceding or may decrease the rate stability base rate. A decrease in the Rate Stability base rate will result in a decrease to the rates applicable to the CDP Customer. In no case will the Rate Stability base rate exceed the non-discounted monthly rate for the service.

For services provided with Base Rates (without rate stability), the discount percentage is applied to the Base Rates specified in Section 30. following for price band rates and Section 31. following for all other rates. Such rates are not rate stable and may change during the commitment period, causing an increase or decrease in the rates applicable to the CDP Customer. In no case will the Base Rate exceed the non-discounted monthly rate for the service.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods

The commitment period is the actual number of months for which the CDP will be in effect and the percentage discount will be applied.

(A) Selection of a Commitment Period

(1) When establishing a CDP, the CDP Customer must select a commitment period for each type of service included in the plan. 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 associated with that commitment period will be applied to the monthly rate elements for the type of service involved. The commitment periods and their associated percentage discounts are specified in Section 25.1.4 preceding.

(2) CDP Customers will have the option of establishing coterminous end dates for DS3 and IEF service types. CDP Customers choosing this option must select a commitment period for the IEF service type equal to the longest commitment period of the CDP Customer's DS3 service type under CDP. The expiration date of the IEF service type under CDP will equal the existing expiration date of the CDP Customer's DS3 service type under CDP with the longest commitment period. CDP Customers who choose this option shall receive the IEF rates associated with the longest DS3 commitment period selected. Where the DS3 commitment period does not match any available commitment period for IEF (e.g., 2 years), then the corresponding IEF commitment period that must be chosen is set forth in the table below.

<u>DS3 Commitment Period</u>	<u>IEF Commitment Period</u>
2 years	3 years
3 years	3 years
5 years	5 years
7 years	5 years

For example, assume that the CDP Customer has Switched Access DS3 service on a 5 year plan and Special Access DS3 service on a 3 year plan, and the CDP Customer wants to include IEF service with a coterminous end date. Assume further that there are 2 years remaining on the Switched Access DS3 commitment period. The CDP Customer must choose the IEF commitment period that is equal to the Switched Access DS3 commitment period that is the longer of the two DS3 commitment periods in this example. The expiration date for the IEF service and the Switched Access DS3 service will be the same (i.e., 2 years from the date of establishment of the IEF plan under CDP). The CDP Customer will receive the TPP rates associated with the 5 year commitment period for IEF service.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(A) Selection of a Commitment Period (Cont'd)

(2) (Cont'd)

There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth in Section 25.1.12 following shall apply regardless of the end date chosen.

(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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 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 25.1.10(G) 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) following (in which case the then current discount percentage or IEF Term Plan 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 25.2 following) and (ii) IEF services as described in Section 25.1.3(A)(6) preceding, the CDP Customer may not subscribe to any other discount plan if at least one (1) service type remains under CDP (i.e., all commitment periods for all service types in those ACNAs specified for inclusion under CDP have not expired. If the commitment period for a service offered under 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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period (Cont'd)

- (3) If all commitment periods for all services under the CDP are expiring, the CDP Customer also has the option of selecting (1) any then effective Service Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding for Special or Switched Access Service, respectively; (2) any then effective National Discount Plan for its Special Access DS3 Services and/or Special Access DS1 Services; or (3) any then effective term plan as set forth in Section 26.1.4 following for IEF, which may be available for such services. Upon establishment of a renewed CDP, eligible customers may elect the Renewal Option in accordance with Section 25.1.10(G) following.

(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 Commitment Discount Plan, the CDP Customer may extend the commitment period by cancelling 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 II service offered under a Commitment Discount Plan, a new Minimum Commitment level must be established that is (1) the then existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II, whichever is higher. 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 customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type, whichever is higher.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(D) Extension of a Commitment Period (Cont'd)

- (1) Select New CDP with Equal or Longer Commitment Period (Cont'd)
- (d) Termination liability charges as set forth in Section 25.1.11 following are not applicable provided that the commitment period of the new plan is equal to or longer than the commitment period of the plan being cancelled. 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.
- (2) Extend Expiration Date of Commitment Period (for all services except Combined Service Types which are set forth in (3) following)

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 at the same discount percentage currently being applied provided that the new expiration date for the commitment period is the same as, or sooner than, the expiration date associated with the longest commitment period under the CDP Customer's CDP.

For example, assume that a CDP Customer has a service type with a five (5) year commitment for DDS II 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 II service commitment period for two (2) additional years at the five (5) year DDS service rates.

(3) Extend Expiration Date of Commitment Period for Combined Service Types

For combined service types, the CDP Customer has the following options:

- (a) 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. The CDP Customer may select the higher discount percentage associated with the longer commitment period of the service type with the expiring plan to apply during the extension. The discount percentages are described in Section 25.1.4 preceding.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 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)

(a) (Cont'd)

For example, if a CDP Customer has a combined service type with a 5-year plan for switched DS1s (30%) that is expiring and a 7-year plan for special DS1s (40%) that has 2 years remaining in the commitment period, the CDP Customer may extend the expiration date of the switched DS1s to match the expiration date of the special DS1s. The CDP Customer may also select the 7-year discount percentage associated with the switched DS1s (35%) for the remaining 2 years of the commitment period.

(b) If the customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type, whichever is higher. If the customer chooses to extend the expiration date for DDS II service offered under a CDP, a new Minimum Commitment level must be established that is (1) the then-existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II, whichever is higher.

(c) Termination liability charges as set forth in Section 25.1.11 following are not applicable to the cancelled plan provided that the minimum service commitment as of the date of extension is maintained during the period of extension.

(E) Cancellations

Except as set forth in Sections 25.1.3(C)(6) or (7), 25.1.5(C), 25.1.6(C) and 25.1.10(D)(1) preceding and Sections 25.1.10(E)(2) and 25.1.10(G) following, cancellation of a Commitment Discount Plan will result in the application of termination liability as set forth in Section 25.1.11 following.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

(2) If a CDP Customer cancels a CDP in whole or in part in order to subscribe Special Access DS3 Services and/or Special Access DS1 Services that are currently subscribed to such CDP to NDP, as specified in Section 25.2 following, termination liability under CDP (as set forth in Section 25.1.11 following) will not apply.

(a) Cancellation Affecting Commitment Periods for Combined Service Types

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

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

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

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

(2) (Cont'd)

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

(1) (Cont'd)

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

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

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

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(F) Time In-Service Credit

- (1) TISC will be granted for each type of service being converted from a Service Discount Plan or IEF Term Plan to the CDP if at least one of the services of the type being converted has been under its Service Discount Plan or IEF Term Plan for at least twenty-four (24) months. The amount of TISC granted for each eligible service type is determined by the commitment period the CDP Customer selects for its CDP as follows:

<u>Time In-Service for SDP or IEF Term Plan</u>	<u>CDP Term</u>	<u>Time In-Service Credit for CDP</u>
24 months	24 months or longer	3 months credit
25 to 36 months	36 months or longer	6 months credit
37 to 60 months	60 months or longer	12 months credit
61 months to 84 months	60 months or longer	18 months credit

- (2) TISC will be applied to the end of the CDP commitment period thereby reducing the number of months for which termination liability charges are applicable. For example, a commitment period of sixty months with twelve months of TISC applied will not be subject to termination liability charges after the forty-eighth month of the sixty month commitment period.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(G) 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 (G). There will be no change to the CDP commitment period that the customer commits to under Commitment Discount Plan. 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 (G)(3)(a) or (G)(3)(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 25.1.10(C) preceding), including CDP Customers in a coterminous plan (pursuant to Section 25.1.11 following) with actual time spent on the plan under this tariff equal to the full commitment period; or
- (B) An extension of a commitment period (pursuant to Section 25.1.10(D) preceding) with at least five (5) years actually spent on the plan regardless of the selected commitment period; or
- (C) A coterminous plan established prior to May 10, 2006 with a 5-year or 7-year commitment period (pursuant to Section 25.1.13 following), but with less time spent on the plan than the actual commitment period due to the election of the coterminous option; and

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(a) Customer with a Currently Expiring CDP (Cont'd)

(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., 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).

(A) If a CDP Customer completed an extension of a commitment period pursuant to Section 25.1.10(D) 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 CDP 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 sixty (60) months but less than eighty-four (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.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(b) Customer Renewed CDP Within the Last 12 Months

The 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 25.1.10(C) preceding); or
- (B) An extension of a commitment period (pursuant to Section 25.1.10(D) 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)(i) and during the period between May 10, 2005 and May 10, 2006, the CDP Customer established a new Commitment Discount Plan 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).

- (A) If a CDP Customer completed an extension of a commitment period pursuant to Section 25.1.10(D) preceding with at least 5 years actually spent on the plan, the commitment period of the renewed Commitment Discount Plan must have been of equal or greater length than the actual time spent by the CDP 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 sixty (60) months but less than eighty-four (84) months), the CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least five (5) years.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd) (C)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(b) Customer Renewed CDP Within the Last 12 Months (Cont'd)

(ii) (Cont'd)

(B) For example, assume that a CDP Customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. The CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 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 years. The CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 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:

Expiring CDP Commitment Period (including actual time spent on plan pursuant to 25.1.10(G)(3)(a)(i) or 25.1.10(G)(3)(b)(i)	Renewed (i.e., new) <u>CDP Term</u>	<u>Renewal Option Period</u>
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.10 Commitment Periods (Cont'd)

(G) 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 25.1.11 following will not apply after month sixty (60) if the CDP Customer cancels or terminates the Commitment Discount Plan 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 Commitment Discount Plan 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 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 preceding will be assessed as a result of the final true-up.
- (d) If a Commitment Discount Plan 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 Commitment Discount Plan, renews Commitment Discount Plan 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 Commitment Discount Plan without termination liability. After such termination, the CDP Customer may renew such Commitment Discount Plan for another 7-year commitment period and be eligible for the Renewal Option on the renewed Commitment Discount Plan.

- (5) Except as otherwise specified in this Section 25.1.10(G), all terms and conditions of Commitment Discount Plan, including establishing an initial minimum commitment period set forth in Section 25.1.3 preceding and the bi-annual true-up process set forth in Section 25.1.7 preceding, will apply to the new Commitment Discount Plan commitment period during the entire time that such Commitment Discount Plan is maintained (i.e., even during the Renewal Option Period).

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.11 Termination Liability

- (A) Termination liability applies (1) when one or more service types in a 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 Sections 25.1.5(C) or 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 Sections 25.1.5(C) or 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 25.1.10(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 25.2 following; or
  - (iii) termination by the CDP Customer in accordance with Renewal Options specified in Section 25.1.8(G) preceding; or
  - (iv) termination by the CDP Customer in accordance with Section 25.1.10(D) 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.
- (C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge. The Telephone Company will calculate the charge using both methods and apply the method which produces the lesser termination liability charge.

For IEF, the termination liability shall be determined using Option 1 only.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.11 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 have been applied. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 5.2.5 preceding.

(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 Standard Channel Terminations in service since the last true-up was performed and the total dollar amount associated with the equivalent DS0 monthly rate elements which were in service since the last true-up was performed.

(Step 2) Using the data determined in the final true-up and all applicable previous true-ups, the Telephone Company will calculate an average rate per equivalent DS0.

(Step 3) The Telephone Company will multiply the average rate per equivalent DS0 from Step 2 by fifty percent 50% and by the number of equivalent DS0s which comprise Minimum Commitment and multiply the result by the number of months and fraction thereof remaining in the commitment period, less any time in-service credit or Renewal Option which may have been applied or the number of months from the end of the minimum period requirement to the end of the commitment period, less any time in-service credit or Renewal Option which may have been applied, as applicable. The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.11 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 as follows.

- Where there is no CDP commitment period less than the actual time the CDP has been in effect, the termination liability charge will be the difference between the total dollar amount of the full (non-discounted) monthly rates and the total dollar amount of the discounted monthly rates for the period of time that the CDP was in effect. The Telephone Company will conduct a final true-up on the CDP for the period of time since the last true-up was performed up to the date of disconnection or cancellation. The termination liability charge will be calculated using data from the final true-up and any previous true-up(s) performed since the CDP was established.
- Where there is a CDP commitment period less than the actual time the CDP has been in effect, the termination liability charge will be the difference for the prior twenty-four (24) months between 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 CDP and the discounted monthly rates resulting from the CDP which was selected by the CDP Customer. The following example illustrates the application of a termination liability charge. If a CDP Customer with a sixty (60) month commitment period were to disconnect all services in the CDP after forty (40) months and five (5) days, the highest CDP commitment period which could have been satisfied is thirty-six (36) months. To determine the termination liability charge, the Telephone Company will conduct a final true-up on the CDP for the period of time since the last true-up was performed to the date of disconnection or cancellation.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.11 Termination Liability (Cont'd)

(C) (Cont'd)

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

- (b) Using the data from the final true-up and any previous true-up data necessary to recalculate the prior twenty-four (24) months, the Telephone Company will calculate the termination liability charge as follows.

(Step 1): Determine the total dollar amount associated with all of the monthly rate elements which were discounted over the previous twenty-four months (i.e., the actual discounted dollar amounts for the prior twenty-four (24) months).

(Step 2): Determine the total dollar amount (with no discount applied) for the same rate elements in (Step 1) for the prior twenty-four (24) months and apply the discount percentage for the highest commitment period which could have been satisfied (36 months in this example).

(Step 3): If the total dollar amount in (Step 1) is greater than the total amount in (Step 2), the Telephone Company will subtract the total dollar amount in (Step 2) from the total dollar amount in (Step 1) and credit the difference to the CDP Customer. If the total dollar amount in (Step 2) is greater than the total dollar amount in (Step 1), the Telephone Company will subtract the total dollar amount in (Step 1) from the total dollar amount in (Step 2) and apply the difference as an adjustment (charge up) to the CDP Customer.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.12 Minimum Period

The minimum period for any service provided under the CDP is one year from the date that such service is installed.

As an illustrative example, assume that the CDP Customer establishes a 1.544 Mbps (DS1) High Capacity Special Access Service under a Service Discount Plan (SDP) on 1/1/2001. On 1/1/2005, the CDP Customer establishes a CDP with a five (5) 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 (1) year has been met. Therefore, the CDP Customer is not required to pay any minimum period charges.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)  
 (C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans\* (Cont'd)

(C)

25.1.13 [Reserved for Future Use]

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12.

(C)

(C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(D) Subscription to Other Tariff Arrangements

- (1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements to other existing or new tariff arrangements (including a contract tariff option (as set forth in Section 32 following), an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Service Discount Plans \*(as set forth in Section 7.4.10 preceding) and Commitment Discount Plans \*(as set forth in Section 25.1.1 preceding) under this tariff, subject to the exceptions set forth in Section 25.2.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other tariff arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.2.13 following) shall apply. (C)
- (a) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract tariff option (as set forth in Section 32 following) that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or
- (b) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract tariff option (as set forth in Section 32 following) that provides discounts for achieving certain aggregate volume or revenue targets for FMS Services and/or IEF Services; or
- (c) The specific tariff arrangement (including the contract tariff option) specifically permits concurrent subscription to the NDP and the applicable contract tariff option; or
- (d) The NDP Customer may subscribe concurrently to the NDP and FMS term plans.
- (e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan.
- (2) As an illustrative example, a NDP Customer may continue to subscribe to and receive discounts under a contract option which provides circuit specific discounts on Special Access DS3 Services. The NDP Customer may also continue to subscribe to a "Total Billed Revenue" contract option which provides discounts on aggregate revenues of FMS Services, since rate elements of FMS Services are not Discounted Rate Elements under NDP. However, the NDP Customer may not subscribe to and receive discounts under a "Total Billed Revenue" contract option which provides discounts on aggregate revenue of Special Access DS1 Services and Special Access DS3 Services. (C)

\* Service Discount Plans and Commitment Discount Plans for Special Access Services are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.7 preceding, the Special Access DS3 Service, Special Access DS1 Service, IEF Service, or FMS Service will be included in the NDP. The Switched Access Portion for such services of the Shared Use Arrangement will not be included in the NDP or be subject to discounting under the NDP.

(D) Conversion of Qualifying Services

Upon subscription to NDP, all of the NDP Customer's individual circuit-specific term plans for Special Access DS3 Services and Special Access DS1 Services, such as Service Discount Plans\* offered under Section 7.4.10 preceding, must be cancelled to include all such services in the NDP. Termination liability as set forth in Sections 7.4.10(C) preceding will not apply to such cancellations. (C)

Additionally, all of the NDP Customer's Commitment Discount Plans\* for Special Access DS3 Services and Special Access DS1 Services (as offered under Section 25.1 preceding of this tariff, or the affected portion of the CDP, as applicable, for the Special Access DS3 Services and Special Access DS1 Services that are to be included in the NDP, must be cancelled in order to include all such services in the NDP. Such cancellation(s) under this tariff may result in a change(s) to the commitment level of the services remaining under the CDP as further described in Section 25.1 preceding. Termination liability as set forth in Section 25.1.11 preceding will not apply to such cancellations.

Further, all of the NDP Customer's individual circuit-specific term plans and term and volume plans for Special Access DS3 Services and Special Access DS1 Services, must be cancelled in order to include all such services in the NDP.

\* Service Discount Plans and Commitment Discount Plans for Special Access Services are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)  
(C)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(D) Terms and Conditions (Cont'd)

- (5) The service date for the installation of IEF service is provided on a negotiated interval as specified in Section 5.2.1 preceding.
- (6) If the customer designated premises is located in the same building as one of the connecting wire centers, diversity between the wire center and the customer designated premises may be limited by the physical paths available to connect the wire center and the premises.
- (7) Any additional charges levied to the Telephone Company for space and power which are required to place ADMs on the Company's side of the network interface will be passed through to the customer.
- (8) IEF service may be used in conjunction with High Capacity Services (including the Special Access Alternate Serving Wire Center optional feature), advanced data services and FairPoint Enterprise DS3 Services.

IEF service may also be used in conjunction with:

- (i) IntelliBeam Dedicated SONET Ring (IDSR) as set forth in Section 26.1.1 preceding;
- (ii) IntelliBeam Broadband Transport (IBT) or multiplexed IBT services as set forth in Section 26.1.5 following;
- (iii) IntelliBeam Shared Single Path (ISSP) as set forth in Section 26.1.6 following; and
- (iv) Dedicated SONET Ring (DSR) as set forth in Section 34.1 following.

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

- (i) point-to-point SONET service
- (ii) Optical Network service
- (iii) dedicated SONET ring service

- (9) IEF service may be included in, and concurrently subscribed to, under a Commitment Discount Plan\* as specified in Section 25.1 preceding and/or under a National Discount Plan as set forth in Section 25.2 preceding. (C)

# Service availability limited. Refer to # footnote on Page 26-33.

\* For Special Access Services, Commitment Discount Plans are only available for service elements to which non-competitive rates apply, as described in Section 7.4.12. (C)

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- 32. Contract Tariffs, (Cont'd.)
- 32.2 Reserved for Future Use

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- 32.2 [Reserved for Future Use]

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