

ACCESS SERVICE

32. Contract Tariffs

This section contains terms and rates and charges for contract tariffs provided by the Telephone Company. Individual contract tariffs are filed beginning at 32.2 following.

32.1 General

Contract tariffs apply in Metropolitan Statistical Areas (MSAs) which are eligible for Phase I and Phase II Pricing Flexibility. MSAs that are eligible for Phase II Pricing Flexibility are further subject to Level 1 and Level 2 MSA pricing. Telephone Company Phase II MSAs and Level 1 and 2 pricing eligibility within the operating territories of Consolidated Communications Companies are set forth in this Tariff F.C.C. NO. 7.

Each contract tariff includes a serving area that is comprised of one or more MSAs within the operating territories of one or more the Consolidated Communications Companies. This tariff provides for service within the operating companies of Consolidated Communications Companies whose operating territories are specified in Sections 15.1 preceding.

When the serving area for a contract tariff encompasses more than one Consolidated Communications Companies, that contract aggregates services, rates and charges, incentives and other contract-specific terms and conditions for MSAs within all of Consolidated Communications Companies participating in that contract within the states of Maine, New Hampshire, and Vermont.

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.23 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.24 [Reserved for Future Use]

32.25 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.26 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.27 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.28 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.29 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.30 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.30 [Reserved for Future Use]

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32. Contract Tariffs, (Cont'd.)

32.30 [Reserved for Future Use]

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ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54A. Scope

Contract Tariff Option 54 (Option 54) provides special rates subject to the terms and conditions set forth herein on certain services offered by the Telephone Company pursuant to this Tariff. In consideration for special rates, and subject to the terms and conditions of the Contract Tariff, the Customer hereby agrees to abide by the requirements as set forth in further detail herein including agreeing to a limitation on the number of Grooms that the Telephone Company must perform on an annual basis, as set forth in C. following.

B. Eligibility

Customer must meet all of the criteria set forth in this Section B in order to receive the special rates, terms, and conditions under this Contract Tariff Option 54 as contained herein. All special rates, terms and conditions apply to DS-1 and DS-3 services provided pursuant to this tariff located in all MSA and non-MSA areas in the states of Maine, New Hampshire and Vermont that receive pricing flexibility in accordance with Applicable Law ("Pricing Flexibility Relief Areas").

- (1) During the twelve (12) month period prior to the commencement of the Term (as defined in Section 32.31.D. below), Customer and its affiliates must have collectively achieved a minimum DS-0 equivalent of 6,882,032 for all Qualifying Services (as defined in Section F.1 below) purchased by Customer or its affiliates from the Telephone Company. The Telephone Company will be deemed to have irrevocably waived any claim that Customer did not meet this requirement effective upon the Effective Date; and
- (2) As determined upon each anniversary of the Effective Date, Customer must pay the applicable Shortfall Penalty if the DS-0 Purchase Amount (as defined below) did not meet or exceed the applicable Minimum Annual DS-0 Equivalent Commitment ("MADEC") amount, as described in more detail in F(2) following; and
- (3) During the Term, the Customer and its affiliates must adhere to the Network Groom Restriction described in F(3) following; and
- (4) During the Term, the Customer must maintain an active subscription to FMS as contained in Section 7.2.16 of this tariff.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)C. Subscription Period

Unless otherwise noted in a written agreement between Customer and the Telephone Company, Customer and its affiliates are eligible for the benefits as described herein if Customer submits a written authorization in a manner designated by the Telephone Company during the thirty (30) day period following the effective date.

Other than the FMS, Synchronous Optical Network ("SONET") Term Volume Plan ("TVP") and Commitment Discount Plan ("CDP") term plans, Customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis ("ICB") arrangement offered by the Telephone Company and available to Customer either currently or at any time during the Term, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by Customer for the Qualifying Services. Upon The Telephone Company' filing the Contract Tariff Option(s), The Telephone Company will be deemed to have irrevocably waived any claim that Customer and its affiliates did not meet the above requirement as of the Effective Date. No representation is made by The Telephone Company with respect to this matter as to any time period after the Effective Date.

D. Term

The term of this Contract Tariff Option 54 shall be one (1) year ("Term") commencing on the Effective Date of this Option 54. The parties may discuss any future renewals of this Option 54 (if any) at any time during the Term.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)E. Serving Area

Subject to the restrictions set forth in this Section 32.31, the calculation of the DS-0 Purchase Amount (as defined below) shall be determined by Customer and its affiliates' purchases of Qualifying Services in all Metropolitan Statistical Areas ("MSAs") and non-MSA areas within the states of Maine, New Hampshire and Vermont (including, for the avoidance of doubt, both Pricing Flexibility Relief Areas ("Price Flex MSAs") and all other areas in the Telephone Company operating territory).

F. Terms and Conditions(1) Qualifying Services

- a. Description of Qualifying Services. Qualifying Services included in the calculation of the DS-0 Purchase Amount and contributing toward the MADEC (both defined below) will be comprised of the following Services:

The DS-0 equivalents for any Switched or Special Access Services as set forth in this tariff, as the same may be amended from time to time, and any Switched or Special Access Services provided under that Master Services Agreement entered March 8, 2007, and adopted between the parties effective March 31, 2008, as same may be amended from time to time (the "2008 MSA"), and, any Ethernet E-Line Services provided under the 2008 MSA that were installed and commenced invoicing in the year 2015 or thereafter except as otherwise excluded pursuant to F(1)(c) following, which Services are billed by The Telephone Company during the Term ("Qualifying Services"); and

If The Telephone Company introduces a new SONET Special Access Service or enhancement or change to an existing SONET Special Access Service or FMS Services under the 2008 MSA, then such services shall be automatically included in Qualifying Services. All Qualifying Services in-service as of the Effective Date or ordered by Customer or its affiliates during the Term shall be included in the calculation of the DS-0 Purchase Amount.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)a. Description of Qualifying Services, (Cont'd.)

All other services purchased by Customer from The Telephone Company or any affiliate of The Telephone Company and not described in Section F(1)(b) shall not be eligible for inclusion as Qualifying Services under this Agreement.

b. Description of Qualifying Services DS-0 equivalents, DS-0 equivalents for Qualifying Services which will be included in the calculation of the DS-0 Purchase Amount and contribute toward the MADEC are as follows:

Special Access Point-to-Point	
Digital Signal (DS)	Equivalent DS-0 Channels
DS-0	1
DS-1	24
DS-3	672
Optical Carrier ("OC") Level	Equivalent DS-0 Channels
OC-1	672
OC-2	1,344
OC-3	2,016
OC-4	2,688
OC-9	6,048
OC-12	8,064
OC-18	12,096
OC-24	16,128
OC-36	24,192
OC-48	32,256
OC-96	64,512
OC-192	129,024
OC-768	516,096
OC-1536	1,032,192
OC-3072	2,064,384

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)b. Description of Qualifying Services DS-0 equivalents, (Cont'd.)

Switched Access Circuits	
Digital Signal (DS)	Equivalent DS-0 Channels
DS-0	1
DS-1	24
Ethernet Circuits (2015 only)	
Per Ethernet EVC	DS0 to E-Line Equivalency
5M	67
10M	134
20M	269
50M	672
100M	1344
150M	2016
200M	2688
300M	4032
400M	5376
500M	6720
1000M 1 GE	13440
5000M 5 GE	67200
10,000M 10 GE	134400
WAVE Circuits	Equivalent DS-0 Channels
2.5 GB WAVE	8,064
10 GB WAVE	32,256

c. Description of non-Qualifying Services. The following Services will not be included in the DS-0 Purchase Amount and will not contribute towards the MADEC:

- Channelized special access DS-1, DS-3 and STS circuits
- Switched access DS-3 circuits
- Higher capacity channelized special access circuits with empty slots
- Ethernet circuits (except Ethernet E-Line circuits installed and invoiced starting in 2015 shall contribute to the MADEC and shall be included in the DS-0 Purchase Amount).
- Collocation circuits with EQ in the circuit ID's.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(1) Qualifying Services (Cont'd)

- d. Mergers and Acquisitions of Customer. If, after the Effective Date, Customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Agreement and the Tariffs.
 - i. The Customer may not combine or include any DS-0 equivalents from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the definition of Qualifying Services or the DS-0 Purchase Amount.
 - ii. The calculation of the DS-0 Purchase Amount shall be based on Customer and affiliates circuits installed with The Telephone Company using the ACNAs supplied by the Customer without adding the DS-0 equivalents and/or ACNAs attributable to expansion of the Customer's purchase of Services from The Telephone Company through merger, transfer, assignment, or acquisition.
 - iii. The Telephone Company reserves the right to terminate this Agreement without liability if the Customer does not adhere to the provisions of this section.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC)

a. The DS-0 equivalents described in Sections F(1) above will be the only DS-0 equivalent types included in calculation of the DS-0 Purchase Amount.

b. Meeting the MADEC

If as of the end of the first year of the Term, Customer's (and its affiliates, on a collective basis) DS-0 Purchase Amount (as defined below) equals or exceeds the MADEC that was in effect for the Term year (including, for the avoidance of doubt, taking into account any MADEC Reduction, as described below), Customer shall be entitled to keep all credits issued in accordance with Section G, below. If the DS-0 Purchase Amount is less than the MADEC that was in effect for such prior Term year (including, for the avoidance of doubt, taking into account any MADEC Reduction, as described below), Customer shall be entitled to keep all credits issued in accordance with Section G, below, and shall be required to pay a Shortfall Penalty as described in paragraph F(2)(f), below.

c. Setting the MADEC

The Customer's MADEC for the Term shall be 4,955,374 DS-0 equivalents of Qualifying Services.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.31 Contract Tariff Option 54 (Cont'd)

F. Terms and Conditions (Cont'd)

(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

d. Business Downturn

- i. As used herein, the term "Business Downturn" shall mean a reduction in Customer or its affiliates' purchases of Qualifying Services caused by (i) loss of significant Customer business such that Customer's and its affiliates' collective DS-0 equivalent purchases of Qualifying Services falls below or is in danger of falling below the applicable MADEC, or (ii) a corporate divestiture, either (i) or (ii) of which significantly reduces the size or shape of Customer's or its affiliates' operations and the volume of network Services required by Customer or its affiliates with the result that Customer will be unable to meet the applicable MADEC for a given year of the Term notwithstanding Customer's best efforts to avoid such a shortfall (provided, however, that best efforts shall not require Customer to terminate service agreements with other telecommunications carriers which would cause Customer to incur termination liability charges or penalties). By way of illustration and not of limitation, the term "Business Downturn" shall not apply to a change in Customer's usage of The Telephone Company network services to the extent it is the result of a decision by Customer to reduce its overall use of telecommunications services, alter its telecommunications network architecture, or transfer portions of its telecommunications traffic to carriers other than The Telephone Company.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.31 Contract Tariff Option 54 (Cont'd)

F. Terms and Conditions (Cont'd)

(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

d. Business Downturn (Cont'd.)

- ii. In the event of a Business Downturn as defined in paragraph i. above, The Telephone Company and Customer agree to cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. By way of example and not limitation, such alternative proposals may include changes in rates, nonrecurring charges, revenue and/or volume commitments, credits, the multi-year service period and other provisions. Subject to all applicable legal and regulatory requirements, including the requirements of the commission having jurisdiction and applicable state laws, The Telephone Company will prepare schedule changes and file any Tariff revisions necessary to implement such mutually agreeable alternative proposal as required.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

d. Business Downturn (Cont'd.)

- iii. In the event that the efforts of The Telephone Company and Customer to arrive at such a mutually acceptable alternative proposal are not successful, Customer may elect, upon at least sixty (60) days' written notice to The Telephone Company prior to the end of the year of the Term in which the Business Downturn occurs, to reduce the then-applicable MADEC for that year by the number of DS0 equivalents by which Customers and its affiliates collective purchases of Qualifying Services is likely to fall short of the applicable MADEC due to said Business Downturn ("MADEC Reduction"), provided that in no event shall the applicable MADEC be reduced by more than twenty percent (20%). For example, if the MADEC for a particular year was 1 million DS-0 equivalents, and Customer elects to unilaterally reduce such MADEC in accordance with the provisions of this section, the reduction in such MADEC may not exceed 200,000 DS-0 equivalents (i.e., may not exceed 20% of 1 million).
- iv. In order to apply any of the provisions of this Business Downturn Section, Customer must give written notice to The Telephone Company of the conditions it believes justify said application. This provision does not constitute a waiver of any charges incurred by Customer prior to the date of written notice of Business Downturn.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

- e. Service Technology Migration: Customer and The Telephone Company understand and agree that The Telephone Company and its affiliates may make available services using new technology ("New Technology Services") and Customer may desire to replace services which contribute to the MADEC under this Contract Tariff with such New Technology Services. Customer and The Telephone Company further agree that should Customer replace Customer's use of Qualifying Services which contribute to the MADEC with New Technology Services offered by The Telephone Company or its affiliates such that the Qualifying Services used by Customer which contribute to the MADEC are reduced in any year during the Term of this Agreement by 25% or more and replaced with New Technology Services provided by The Telephone Company or its affiliates then upon such reduction and replacement which meet the terms of this Section 5, the MADEC shall be automatically reduced, up to a maximum of 25%, by the amount of the Service Technology Migration, for the remainder of the Term of this Agreement. In order for the 25% reduction in Qualifying Services used by Customer which contribute to the MADEC to qualify as a Service Technology Migration the reduction of Qualifying Services by Customer must meet the following conditions:
 - i. The reduction of Qualifying Services used by Customer must be contemporaneous with Customer ordering new technology services from The Telephone Company; and
 - ii. The new technology services ordered by Customer as a replacement for Qualifying Services must be ordered by the Customer for the same locations as the reduced Qualifying Services.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

f. Shortfall Penalty

If Customer's DS-0 Purchase Amount is less than the MADEC on the anniversary of the Effective Date at the end of any Term year, Customer shall pay a Shortfall Penalty as follows.

i. Calculation of Shortfall Penalty. The Shortfall Penalty, if any, shall be calculated on the anniversary of the Effective Date at the end of each Term year as follows:

ii. The parties shall first determine Customer's per-DS-0 cost by dividing the total dollar amount invoiced to Customer (and its affiliates) for Qualifying Services (net of credits or discounts) for the Term year by the number of DS-0 equivalent Qualifying Services invoiced to Customer and its affiliates using the ACNAs during the Term year ("Customer's Per DS-0 Cost"). Customer's Per DS-0 Cost amount will then be multiplied by the number of DS-0s by which the DS-0 Purchase Amount for that Term year fell short of the MADEC for that Term year and further multiplied by the following applicable percentage amount to determine the amount of the Shortfall Penalty due for that Term year:

- 1) one hundred percent (100%) for the first year of the Term
- 2) ninety percent (90%) for the second year of the Term
- 3) eighty percent (80%) during any subsequent year of the Term

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(2) Minimum Annual DS-0 Equivalent Commitment (MADEC) (Cont'd)

f. Shortfall Penalty (Cont'd.)

Examples of Application of Shortfall Penalty

End of Year 1 of Term: If at the end of Year 1 Customer's DS-0 Purchase Amount (i.e. the cumulative amount of DS-0 purchased during Year 1) was 7,390,000 DS-0 equivalent Qualifying Services, the Shortfall Penalty would be calculated as follows:

MADEC in Year 1:	7,400,000
Year 1 DS0 Purchase Amount:	7,390,000

DS0 Equivalent Shortfall:	10,000
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Assumed (for purposes of this example only) sum of all actual annual Year 1 billing (net of credits and discounts) for all DS-0 equivalents: \$32,000,000

Customer's Per DS-0 Cost:	\$4.33
	\$32,000,000 /
	7,390,000

Shortfall Calculation Due The Telephone Company:
(\$4.33 X 10,000) X 100% = \$43,300

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(3) Network Grooms Provision

Maximum Quarterly Grooms. In consideration for the terms and conditions set forth herein, the Parties agree that during the Term of the Agreement, Customer will limit the network grooms to two (2) DS-3 equivalent per quarter ("Maximum Quarterly Grooms"). Customer shall not submit any requests to The Telephone Company to groom more than two (2) DS-3 equivalent per quarter. In addition, all network grooms will be to The Telephone Company network. A "Groom" shall mean the re-termination of a Special or Switched Access circuit from its original installation location to another location in the same Telephone Company's Central Office or in another of The Telephone Company's Central Offices.

The following types of network grooms shall not be included in the Maximum Quarterly Grooms and shall be performed by Consolidated Communications in accordance with its normal business practices:

- a. Customer's End User Initiated Grooms: A circuit Groom request that has been initiated by a Customer End User shall not be included in the number of Maximum Quarterly Grooms. "Customer End User Initiated Grooms" shall be defined as a Groom requested by the Customer's End User to Groom to their secondary Circuit Facility Assignment or Groom to a new End User location. All circuits must be purchased from The Telephone Company via a wholesale arrangement with Customer or its affiliate;

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(3) Network Grooms Provision (Cont'd)

- b. Maintenance Grooms: A circuit that is identified as a Maintenance Groom (as defined below) by Customer and accepted by Consolidated Communications as a Maintenance Groom shall not be included in the number of Maximum Quarterly Grooms. A "Maintenance Groom" shall mean a circuit which meets all of the following criteria: (i) there is no change in the mileage between the original and Groomed circuit; (ii) the original circuit is experiencing service failures as a result of equipment/path problems, and Grooming will correct such problems; and (iii) the total monthly recurring charges billed by Consolidated Communications to Customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Groom being performed. All Maintenance Grooms shall be subject to review and acceptance by The Telephone Company and The Telephone Company's final decision shall be binding as to whether a specific Groom is a Maintenance Groom, or whether such Groom is to be included in the Maximum Quarterly Grooms;

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(3) Network Grooms Provision (Cont'd)

- c. Point of Presence ("POP") Closure Grooms: In the event that Customer seeks to close, consolidate any of its POPs, or to migrate circuits as a result of a POP closure, then Customer may request that The Telephone Company perform Grooms in addition to the Maximum Quarterly Grooms. In such event, The Telephone Company shall perform such Grooms in accordance with its normal business practices, but Customer shall continue to pay the monthly recurring charges associated with the original circuit, or the monthly recurring charges for the Groomed circuit, whichever is higher, even after such Groom is completed, and for the balance of the Term of this Agreement and the DS-0 equivalents associated with such circuits shall continue to be counted in the volume of Customer's purchases of DS-0 equivalent Qualifying Services for purposes of determining whether or not Customer has attained the MADEC in any year of the Term. Customer shall remain responsible for all other customary charges associated with such moves or terminations (such as, Retermination charges, non-recurring charges); and
- d. The Telephone Company Initiated Grooms: Any Groom initiated by The Telephone Company shall not be included in the number of Maximum Quarterly Grooms.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)F. Terms and Conditions (Cont'd)(4) Early Termination Charges

If Customer cancels or terminates this Contract Tariff at any point prior to the expiration of the Term (an "Early Termination") Customer shall pay an Early Termination charge determined as follows:

The Early Termination charge shall be comprised of a repayment by Customer of fifty percent (50%) of the monthly credit amounts issued to Customer for the Term year in which the Early Termination occurred.

No Early Termination Charges will be assessed for or include monthly credits issued or accrued for Term years that were completed prior to the Term year in which the Early Termination occurred as long as Customer has paid any Shortfall Penalty due and owing for such prior Term years.

Nothing in this Agreement shall alter, amend, or impair in any way Customers right to disconnect Services, provided that, Customer pays all applicable termination charges as required by the applicable Tariffs or agreement. In the event Customer terminates this Agreement and/or the related Contract Tariff for any reason, or upon expiration of this Agreement and/or the related Contract Tariff, Customer may continue to subscribe to the Qualifying Services pursuant to the Tariffs, and the 2008 MSA, and The Telephone Company shall continue to provide such Qualifying Services in accordance with the Tariffs and the 2008 MSA. Further, expiration or termination of this Agreement and/or the related Contract Tariff for any reason shall not automatically and in of itself effect a termination of any of the Qualifying Services, and shall not by itself be sufficient to trigger the application of any early termination charges or shortfall penalties on individual Qualifying Services (i.e., individual circuits or facilities), other than those penalties that are listed in this Section 32.31.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to January 1, 2012

Customer is eligible to receive the following pricing on Services ordered prior to January 1, 2012, which will be based on billing the rates as set forth below. Customer will be billed for Services ordered prior to January 1, 2012 as listed in Table 1 and Table 2 below (subject to payment of any Shortfall Penalty (if any) as described above).

Fixed mileage – A monthly recurring charge for service at its lowest level.

Variable mileage – A monthly recurring charge for the mileage between the access customer terminal location and the serving wire center of the end-user.

Examples of pricing for DS-1 and DS-3:

Example using Table 1, A. Existing non-FMS Price Band DS-1

For an installed DS-1 circuit that has a fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$11.49 times 10 variable miles (\$11.49 X 10 variable miles = \$114.90 total variable mile charge) for USOCs 1L5XX and 1A8ZS for each Quarter during the Term of this Agreement.

Example using Table 1, B. Existing non-FMS Price Band DS-3

For an installed DS-3 circuit that has a fixed mileage of 1 and variable mileage of 10, the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$65.11 times variable miles (\$65.11 X 10 variable miles = \$651.10 total variable mile charge) for USOCs 1L5XX and 1A5LX for each Quarter during the Term of this Agreement.

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to January 1, 2012 (Cont'd)

Table 1 - Pricing for non-FMS DS-1 and DS-3 circuits ordered prior to January 1, 2012 purchased under FCC Tariff No. 1 (not included in an FMS plan):

A. Non-FMS Price Band DS-1			
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/ 1A8ZS
Variable Mileage	1	\$11.49	1L5XX/1A8ZS

B. Non-FMS Price Band DS-3			
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/1A5LX
Variable Mileage	1	\$65.11	1L5XX/1A5LX

C. Non-FMS Non-Price Band DS-1			
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX/1A8ZS
Variable Mileage	1	\$8.05	1L5XX/1A8ZS

D. Non-FMS Non-Price Band DS-3			
Rate Element	USOC Quantity	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs
Fixed Mileage [0 or 1]	1	\$0.00	1L5XX /1A5LX
Variable Mileage	1	\$55.34	1L5XX /1A5LX

ACCESS SERVICE

32. Contract Tariffs (Cont'd)

32.31 Contract Tariff Option 54 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to January 1, 2012 (Cont'd)

Examples of pricing for DS-1 and DS-3

Example using Table 2, Existing FMS DS-1

For an installed DS-1 circuit that has fixed mileage of 1 and variable mileage of 10 , the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$.30 times 24 DS-0 equivalent channels times 10 variable miles (\$.30 X 24 X 10 variable miles = \$72.00 total variable mile charge) for USOC 1A59S for each Quarter during the Term of this Agreement.

Example using Table 2, Existing FMS DS-3

For an installed DS-3 circuit that has fixed mileage of 1 and variable mileage of 10 , the fixed mileage will be billed at \$0.00 and the variable mileage will be billed at \$.10 times 672 DS-0 equivalent channels times 10 variable miles (\$.10 X 672 X 10 variable miles = \$672.00 total variable mile charge) for USOC 1A89S for each Quarter during the Term of this Agreement.

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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

G. Pricing and Credits for Services Ordered Prior to January 1, 2012 (Cont'd)

Table 2 – Pricing for DS-1 and DS-3 Circuits ordered prior to the Effective Date under an FMS plan under FCC No. 7 (FMS circuits) (pricing includes application of FMS rates)

Existing FMS DS-1			
Rate Element	USOC Quantity (DS-0 Equivalent Channel)	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOCs
Fixed Mileage [0 or 1]	24	\$0.00	1A59S
Variable Mileage	24	\$0.30	1A59S

Existing FMS DS-3			
Rate Element	USOC Quantity (DS-0 Equivalent Channel)	Monthly Recurring Charge Per Unit (USOC Quantity X MRC Per Unit)	Applicable USOC
Fixed Mileage [0 or 1]	672	\$0.00	1A89S
Variable Mileage	672	\$0.10	1A89S

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012

(1) Pricing for DS-1

Customer shall be billed during the Term rates stated herein for DS-1 Services ordered after the January 1, 2012 as listed in Table 1 and Table 2 above (subject to payment of any Shortfall Penalty (if any) as described above).

(2) Pricing for DS-3 Services

In addition to, and separate and distinct from the monthly credits described elsewhere, The Telephone Company shall provide Customer and its affiliates with flat rate pricing for DS-3 services as set forth below for new DS-3 orders placed on or after January 1, 2012 for services in the The Telephone Company Tier 1 and Tier 2 SWC Cities listed below. Such flat rate pricing shall remain in effect for the Term. Upon completion of the Term, Customer (or its affiliate) shall be entitled to enroll such DS-3 services in any then-available term discount or other discount plan under any applicable Telephone Company tariff.

The POP to LSO multiplexed DS-3 access circuits with (zero) 0 miles will have no monthly recurring charges.

Meet point circuits to independent carriers shall incur charges based on the DS3 Price Schedule as described herein. The V&H coordinates and closest SWC of the Meet Point will determine the DS3 cost.

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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

The extended hub multiplexed DS-3 access circuits, with mileage, will be billed the \$1,500.00 POP-LSO rate listed below. The circuits riding the extended hub multiplexed DS3 access circuits will be assessed mileage from the multiplexer location of the DS-3 to the Serving Wire Center ("SWC") of the end-user customer. DS-0 circuits will also be assessed mileage at the current tariff rate for fixed and variable mileage along with channel termination minus any applicable discounts from the multiplexer location of the DS-1 to the SWC of the end-user customer. DS-1 circuits will be assessed mileage at the fixed and variable mileage rates during the Term stated herein for DS-1 Services ordered after January 1, 2012 as listed in Table 1 and Table 2 above along with channel termination from the multiplexer location of the DS-3 to the SWC of the end-user customer.

Orders of DS-3 Service	Monthly Recurring Charge*	USOC
Pricing		
POP – LSO (zero mile)	\$0	
POP-LSO:	\$ 1,500.00	TBD
**POP-End User ("EU") Tier 1 SWC [0-9 Miles]:	\$ 1,639.00	TBD
**POP-EU Tier 1 SWC [>9 Miles]:	\$ 3,139.00	TBD
**POP-EU Tier 2 SWC [0-9 Miles]:	\$ 3,139.00	TBD
**POP-EU Tier 2 SWC [>9 Miles]:	\$ 5,139.00	TBD

*All POP-End User services include the Tariff MRC of \$1,122.64 for End User Channel Termination.

** Listing of Tier 1 and Tier 2 SWC cities are as follows:

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	AGSTMEST	2	CLTNMEML	1	FRPTMECU
2	ASLDMEMA	1	CMDNMEEL	1	FRTNMEHI
1	BATHMEHI	1	CMLDMEMA	2	FTFRMEFH
2	BCPTMECE	2	CRNSMEMA	2	GDISMEDMO
1	BDFRMEJE	2	CRNTMEMA	1	GDMLMEDH
1	BLFSMEWA	2	CTLRMEYA	1	GNVLMewe
2	BLGRMEMA	2	DEISMEYA	1	GRHMMECH
2	BLHLMPL	2	DNFTMECA	1	GRNRMEBR
1	BNGRMEPA	2	DOVRNHHTH	1	GRTWMEYA
2	BNHMMEME	2	DRHRMEWE	2	GUFDMEHI
1	BREWMECH	1	DVFXMEMA	2	HERMMEBI
2	BRFRMEYA	2	DXFDMEKI	1	HLTNMECO
1	BRHRMEMD	1	DXTRMEMA	2	HRSNMEYA
2	BRTNMEFI	2	EDTNMEEE	1	HRWLMEYA
1	BRWKMEEV	1	ELWOMEMA	2	JCMNMEMA
2	BTHRMEEA	2	EMLNMEBI	2	JNPTMEMT
2	BWHMMEMA	2	ESPTMEST	1	KNBNMEGR
2	BWVLMEBP	2	ESTNMEMA	1	KNPTMESC
1	CALSMECH	2	FCVLMESA	2	LMRCMEBS
1	CARBMEHI	2	FKLNMEMA	2	LMSTMEMA
2	CASTMECO	1	FLMOMEDE	2	LMSTMEDIA
2	CLMAMEEP	1	FRFDMELA	2	LNCLMEWB

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Vice President - Regulatory
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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine (Cont'd)

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	LSFLMEAD	1	NWPTMEMA	1	SBWKMEJE
1	LSTNMEAS	2	NWSWMEWE	1	SCBOMEBP
2	LTTNMEYA	2	OKLDMEWG	2	SCHNMEXA
2	LUBCMEMA	1	OLTWMEBC	2	SDWKMEYA
2	LVFLMEUN	1	OOBHMEPO	2	SGTNMEYA
2	MCFLMEPL	1	ORONMEFO	1	SKWHMENO
1	MCHSMECB	2	ORTNMECO	2	SLLVMEYA
2	MDSNMEMA	2	OXFRMEHI	2	SMRSNHHI
2	MDWSMEMA	2	PHBGMESP	1	SNFRMECH
2	MILOMEEL	1	PKISMEIS	1	SPLDMEES
2	MLBRMEYA	2	PMBRMEYA	2	SRPTMEPR
1	MLNCMEPE	1	PRISMESE	2	SWHRMEMA
2	MLTNNHSI	2	PRTNMEMC	2	THFRMEBJ
2	MNSNMEBL	2	PTFDMEEA	2	THMTMEGL
2	MONRMEBE	1	PTLDMEOF	2	TNHRMEHS
2	MRHLMEYO	1	PTLDMEOF	2	VNBRMESJ
2	MTMLNHWE	1	PWNLMEEL	2	VNHNMENH
2	NBRWMEWE	2	RCMDMESO	2	WDLDMEHO
1	NDRGMEAU	2	RDFDMEWI	2	WLBOMEMA
2	NHRBMENH	2	RKLDMELI	1	WLLSMEYA
2	NHVNMENH	2	RKWDMEYA	2	WLTOMERC
1	NRWFMECM	1	RMFRMEHE	1	WNHMMEGR
1	NRWYMEFA	2	RNGLMEPL	2	WNHRMENE
2	NSFRMESP	2	ROCHNHWE	2	WNPTMEOA
		2	SBTSMEMP	1	WSBKMEAS

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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Maine (Cont'd)

TIER	SWITCH:
2	WSBNMEMA
2	WSCSMEWA
1	WTVLMEAP
1	YORKMELS
1	YRMOMESO
2	BRKSMEXA
2	CASCMEXA
2	DNMKMEXA
2	EGLKMEXA
2	HHHIMEHI
2	LVLLMEXA
2	MORLMEXA
2	NFBGMEXA
2	NLVLMEXA
2	PATNMEXA
2	PLRMMEXA
2	RLKDMELI
1	RYMNMEXA
1	SEBGMEXA
2	WASHMEXA
1	WTBNMEXA

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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

New Hampshire

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	ALSTNHLI	2	CNWYNHYA	1	HNCCNHSC
2	AMSBMAPL	2	DBLNNHMO	1	HNDLNHMA
2	ASLDNHHI	2	DNBRNHDB	2	HNVRNHSC
1	ATSNNHMA	1	DOVRNHTH	2	HRVLNHMA
2	BARNVTCH	1	DRFDNHCC	2	JCSNNHTH
1	BDFRNHAM	1	DRHMNHMC	1	JFRYNHRI
2	BHLHNHCR	1	DRRYNHEB	2	JFSNNHYA
2	BLFLVTHE	2	ENFDNHNM	1	KEENNHWA
2	BLMTNHMA	1	EPNGNHMA	1	KGTNNHBA
1	BNTONHPR	1	EPSMNHBB	1	LACNNHNM
2	BRFRVTPG	2	ERRLNHYA	1	LBNNNHBA
1	BRLNNHHE	1	EXTRNHCE	2	LBNNNHMS
2	BRSTNHSP	2	FARLVTML	2	LNCSNHHI
2	BRTLNHGE	1	FKLNNHFR	2	LSBNNHMA
1	CANDNHDE	2	FRNCNHWH	1	LTTNNHPL
1	CANNNHYA	1	FRTNNHMG	2	LYMENHYA
1	CHTWNHBR	2	FTZWNHUT	2	MDSNNHYA
2	CLBKNNHMA	1	GFTWNHWH	2	MILNNHPL
1	CLMTNHBR	2	GLDLNHAB	2	MLBONHYA
2	CMTNNHOW	1	GNFDNHMA	1	MLFRNHSH
1	CNCRNHSH	1	GNVLNHAD	2	MLTNNHSH
2	CNHRNHPL	2	GRHMNHHL	1	MNCHNHCO
2	CNOSNHFO	2	GVTNNHST	2	MRBONHYA
2	CNSWNHSL	1	HMPNNHWI	1	MRDTNHWA
1	CNTRNHSH	1	HMPNNHMA	1	MRLWNHYA

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32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

New Hampshire

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
1	MRMCNHYA	1	ROCHNHWE	2	WRRNNHMA
2	MTMLNHWE	1	RYBHNHCE	2	WSTWNHBS
1	NASHNHGR	1	RYMNNHFL	2	WVVYNHMR
1	NASHNHWP	1	SALMNHNB		
1	NBTNNHHP	1	SBRKNHNR		
1	NCWYNHKE	2	SBVLNHCS		
2	NHHLNHDM	2	SLLVNHYA		
2	NSFRNHMA	2	SMRSNHHI		
1	NWDSNHMA	1	SNCKNHPA		
1	NWMRNHGE	2	SPFRNHMS		
1	NWODNHYA	1	SUNPNHMC		
1	NWPTNHMA	2	TLTNNHPR		
2	PIKENHPI	2	TMWONHWH		
1	PLHMNHBR	2	TROYNHPR		
1	PLMONHLH	2	TWMTNHYA		
1	PLSTNHMA	2	WDVLNHJL		
1	PNCKNHCH	2	WERSNHST		
2	PSBGNHMA	2	WHFDNHPL		
1	PTFDNHBR	1	WLBONHGS		
1	PTMONHIS	2	WLPLNHWP		
1	PTRBNHCO	2	WMLDNHWE		
2	RMNYNHSL	2	WNCHNHMI		
1	RNDGNHCE	2	WNDSVTPI		

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ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Vermont

TIER	SWITCH:	TIER	SWITCH:	TIER	SWITCH:
2	ARTNVTSC	2	GNBOVTGB	2	PRCTVTPI
2	BARNVTCH	2	GVTNNHST	2	PTFDVTMA
1	BARRVTEL	2	HNVRNHSC	2	PTFRVTYA
2	BARTVTEL	1	HRWKVTPK	1	PTNYVTCH
2	BETHVTMA	2	ISPNVTAL	2	PWNLVTBE
1	BGTNVTPL	1	JAMCVTMA	2	RCFRVTIN
1	BLFLVTHE	2	JCVLVTSC	2	RDBOVTTU
1	BRBOVTMA	1	JFVLVTVA	2	RDNGVTMI
1	BRFDVTBC	1	JHSNVTRA	2	RNDHVTPL
2	BRFRVTPG	2	LNBGVTEC	2	ROCHVTSP
2	BRNDVTCA	2	LNCSNHHI	2	RPRTVTGR
1	BURLVTMA	2	LYMENHYA	1	RTLDVTWE
2	CHLSVTMA	2	LYVLVTCE	1	SHLBVTPH
2	CLBKNHMA	1	MDLBVTCC	2	SLBRVTBA
2	CNCRVTMA	1	MLTNVTEL	2	SLNDVTYA
2	CSTNVTSO	1	MNCHVTSC	2	SRTNVTAR
2	DAVLVTYA	2	MGRNVTTO	2	SRYLVTYA
2	DRBYVTMA	2	MRVLVTUN	2	SSFRVTYA
2	DRSTVTYA	1	MTPLVTSC	1	STALVTBA
1	EFFDVTMA	2	NSFRNHMA	1	STBYVTSM
2	ENFLVTMA	2	NWBYVTPC	1	STOWVTHI
1	ESJTVTLI	2	NWFNVTYA	2	SWTNVTYO
2	FARLVTML	2	NWPTVTSE	2	TNBRVTYA
1	FRFXVTMA	2	ORLNVTIR	2	TROYVTYA
2	FRHNVTMA	2	PLFDVTYA	1	UNHLVTUC
1	GDISVTYA	2	PLTNVTBE	1	VRGSVTMO

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.31 Contract Tariff Option 54 (Cont'd)

H. Pricing and Credits for Services Ordered After January 1, 2012: (Cont'd)

Tier 1 and Tier 2 SWC Cities

Vermont

TIER	SWITCH:
2	WBURVTYA
1	WDSTVTGO
2	WLMGVTDA
2	WLPLNHWP
2	WLTWVTLA
2	WNDSVTPI
1	WNSKVTWA
2	WRBOVTYA
1	WRJTVTGA
2	WRTLVTBA
2	WSTWNHBS
1	WTRBVTSW
2	GRTNVTXA
2	MRFDVTXA
2	PCHMVTXA