

ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 25-126 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 13, 14, 15, 16, 17, 19, 20, 28, 29, and 31 contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title 1	2nd	27	8th	2-14	Original
Title 2	7th	28	13th	2-15	3rd
		29	14th	2-15.1	3rd
1	596th*	30	2nd	2-15.2	4th
1.1	29th	31	6th	2-16	5th
1.2	13th	32	3rd	2-16.1	5th
2	178th	33	7th	2-17	5th
3	19th	34	4th	2-18	4th
4	23rd	35	10th	2-19	5th
5	60th*	36	5th	2-20	5th
6	62nd*	37	15th	2-21	5th
7	86th	37.1	32nd	2-22	4th
8	58th	37.1.1	26th	2-22.1	4th
8.1	34th*	37.1.2	6th	2-23	3rd
9	93rd*	37.2	7th	2-23.1	1st
9.1	35th	37.3	Original	2-23.2	1st
9.2	5th	38	3rd	2-24	1st
10	47th	39	8th	2-25	2nd
11	33rd	40	11th	2-26	6th
11.1	1st	41	10th	2-26.1	2nd
12	12th	42	6th	2-26.2	2nd
12.1	11th	43	10th	2-26.3	2nd
13	45th	43.1	Original	2-27	4th
13.1	1st	44	3rd	2-27.1	3rd
14	57th	45	2nd	2-28	2nd
14.1	20th	45.1	1st	2-29	4th
15	49th	45.2	1st	2-29.1	1st
16	37th	46	12th	2-30	4th
16.1	38th	46.1	1st	2-31	4th
16.2	27th	47	5th	2-32	2nd
16.2.1	12th	47.1	3rd	2-33	1st
16.2.2	6th	47.2	2nd	2-34	3rd
16.2.3	10th			2-34.1	1st
16.2.4	8th	1-1	6th	2-35	1st
16.2.5	7th			2-36	1st
16.3	23rd	2-1	Original	2-37	4th
16.4	33rd*	2-2	Original	2-38	2nd
16.5	5th*	2-3	1st	2-39	3rd
17	1st	2-4	Original	2-40	1st
18	9th	2-5	1st	2-40.1	3rd
19	3rd	2-6	Original	2-40.2	5th
19.1	1st	2-7	3rd	2-41	1st
20	2nd	2-8	3rd	2-42	1st
21	5th	2-9	4th	2-43	1st
22	10th	2-9.1	Original	2-44	1st
22.1	2nd	2-10	2nd	2-45	2nd
23	1st	2-11	3rd	2-46	3rd
24	1st	2-11.1	Original	2-47	2nd
25	1st	2-12	2nd	2-48	1st
26	5th	2-13	2nd	2-49	1st

* New or Revised Pages

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
6-226	Original	6-271	1st	6-300.13	2nd
6-227	1st	6-272	1st	6-301	2nd
6-228	1st	6-273	1st	6-301.1	1st
6-229	1st	6-274	2nd	6-302	2nd
6-230	Original	6-275	1st	6-303	5th
6-231	1st	6-276	1st	6-304	2nd
6-232	Original	6-277	1st	6-305	3rd
6-233	Original	6-278	1st	6-306	8th
6-234	Original	6-279	1st	6-306.1	2nd
6-235	Original	6-280	2nd	6-307	8th
6-236	Original	6-281	Original	6-308	3rd
6-237	2nd*	6-282	1st	6-309	3rd
6-237.1	Original*	6-283	Original	6-310	3rd
6-238	1st*	6-284	Original	6-311	3rd
6-239	1st*	6-285	Original	6-312	2nd
6-240	1st*	6-286	Original	6-312.1	1st
6-241	4th*	6-287	Original	6-312.2	1st
6-242	2nd*	6-288	Original	6-312.3	2nd
6-243	2nd*	6-289	Original	6-312.4	1st
6-244	1st*	6-290	1st	6-312.5	1st
6-245	2nd*	6-290.1	Original	6-312.6	1st
6-246	2nd*	6-291	1st	6-312.7	1st
6-247	2nd*	6-292	1st	6-312.8	2nd
6-248	2nd*	6-293	1st	6-312.9	1st
6-249	2nd*	6-294	1st	6-312.10	1st
6-250	1st*	6-295	1st	6-312.11	1st
6-251	2nd*	6-296	2nd	6-312.12	1st
6-252	1st*	6-297	3rd	6-312.13	2nd
6-253	3rd	6-298	1st	6-313	9th
6-254	1st	6-299	1st	6-314	4th
6-255	3rd	6-299.1	Original		
6-256	1st	6-300	1st		
6-257	6th	6-300.1	2nd		
6-257.1	4th	6-300.2	4th		
6-258	6th	6-300.3	3rd		
6-258.1	1st	6-300.3.1	1st		
6-259	4th	6-300.4	2nd		
6-260	2nd	6-300.5	2nd		
6-261	1st	6-300.6	3rd		
6-262	6th	6-300.7	2nd		
6-262.1	2nd	6-300.8	3rd		
6-262.2	2nd	6-300.9	3rd		
6-262.3	2nd	6-300.9.1	1st		
6-263	4th	6-300.9.2	1st		
6-263.1	1st	6-300.9.3	2nd		
6-263.2	2nd	6-300.10	4th		
6-264	2nd	6-300.11	3rd		
6-265	1st	6-300.12	2nd		
6-266	2nd				
6-267	1st				
6-268	1st				
6-269	1st				
6-270	1st				

* New or Revised Page

(Issued under Transmittal No. 1394)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
6-315	3rd	6-351	2nd	6-371	Original
6-316	3rd	6-352	2nd	6-372	Original
6-317	3rd	6-353	2nd	6-373	Original
6-317.1	2nd	6-354	2nd	6-374	2nd
6-317.2	2nd	6-355	2nd	6-375	Original
6-317.3	2nd	6-356	2nd	6-376	1st
6-318	3rd	6-357	5th	6-377	Original
6-319	3rd	6-358	6th	6-378	Original
6-320	3rd	6-358.1	2nd	6-379	Original
6-320.1	2nd	6-358.2	1st	6-380	1st
6-320.2	2nd	6-359	1st	6-381	1st
6-320.3	2nd	6-360	1st	6-382	Original
6-321	3rd	6-361	1st	6-383	12th
6-322	1st	6-362	Original	6-384	4th
6-323	1st	6-363	Original	6-385	4th
6-324	1st	6-363.1	3rd	6-385.1	2nd
6-324.1	Original	6-363.1.1	2nd	6-385.2	2nd
6-324.2	Original	6-363.1.2	2nd	6-385.3	2nd
6-324.3	Original	6-363.1.3	1st	6-385.4	2nd
6-325	1st	6-363.1.4	1st	6-385.5	2nd
6-326	1st	6-363.2	3rd	6-385.6	2nd
6-327	1st	6-363.2.1	1st	6-385.7	2nd
6-327.1	Original	6-363.2.2	1st	6-386	5th
6-327.2	Original	6-363.3	3rd	6-387	6th
6-327.3	Original	6-363.4	4th	6-387.1	21th
6-328	3rd	6-364	14th	6-388	24th
6-329	18th	6-365	9th	6-389	21st
6-330	23rd	6-366	Original	6-390	Original
6-330.1	7th	6-367	1st	6-391	1st
6-331	9th	6-368	1st		
6-331.1	9th	6-369	1st		
6-332	Original	6-370	1st		
6-333	1st				
6-334	11th				
6-335	Original				
6-336	8th				
6-337	Original				
6-338	4th				
6-339	5th*				
6-340	5th*				
6-341	22nd				
6-342	23rd*				
6-343	4th				
6-344	4th				
6-345	5th*				
6-346	5th*				
6-347	2nd				
6-348	2nd				
6-349	2nd				
6-350	2nd				

* New or Revised Page

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
7-166	1st	7-191	2nd	7-216	2nd*
7-166.1	3rd	7-192	1st	7-217	9th*
7-166.2	9th	7-193	2nd	7-217.1	2nd*
7-166.3	1st	7-194	2nd	7-218	1st
7-167	3rd	7-195	1st	7-219	1st
7-167.1	1st	7-196	1st	7-220	1st
7-168	2nd	7-197	5th*	7-221	1st
7-169	Original	7-198	1st*	7-222	2nd
7-170	Original	7-199	2nd*	7-223	2nd
7-171	1st	7-200	7th*	7-224	2nd
7-172	1st	7-200.1	1st*	7-225	2nd
7-173	10th	7-201	5th*	7-226	2nd
7-173.1	5th	7-202	2nd	7-227	5th
7-174	2nd	7-203	1st	7-227.1	1st
7-175	Original	7-204	Original	7-227.2	1st
7-176	2nd	7-205	Original	7-227.3	1st
7-177	2nd	7-205.1	1st	7-227.4	1st
7-178	2nd	7-206	3rd	7-227.5	1st
7-178.1	2nd	7-207	3rd	7-227.6	1st
7-179	Original	7-208	2nd	7-227.7	1st
7-180	Original	7-208.1	Original*	7-227.8	1st
7-181	Original	7-209	3rd*	7-227.9	1st
7-182	2nd	7-210	3rd*	7-227.10	1st
7-183	Original	7-211	2nd*	7-227.11	1st
7-184	8th	7-212	2nd	7-227.12	1st
7-184.1	3rd	7-213	3rd*	7-227.13	1st
7-185	3rd	7-214	3rd*	7-227.14	1st
7-186	1st	7-215	3rd*	7-227.15	1st
7-187	4th			7-227.16	1st
7-188	1st			7-227.17	1st
7-189	3rd			7-227.18	1st
7-190	3rd			7-227.19	1st
				7-227.20	1st
				7-227.21	1st
				7-227.22	1st
				7-227.23	1st
				7-227.24	1st
				7-227.25	1st
				7-227.26	1st
				7-227.27	1st
				7-227.28	1st
				7-227.29	1st

* New or Revised Pages

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ACCESS SERVICE CHECK SHEET (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
7-228	11th	7-247	4th	7-275.1	8th
7-229	11th	7-247.1	2nd	7-275.2	8th
7-229.1	9th	7-248	20th	7-275.3	8th
7-230	13th	7-248.1	10th	7-276	19th
7-230.1	12th	7-249	12th	7-276.1	8th
7-230.2	9th	7-249.1	3rd	7-277	14th
7-231	11th	7-249.2	6th	7-277.1	8th
7-232	10th	7-250	19th	7-277.2	8th
7-232.1	10th	7-251	6th	7-277.3	8th
7-233	8th	7-252	6th	7-278	20th*
7-234	10th	7-253	6th	7-278.1	9th*
7-235	11th	7-253.1	6th	7-279	20th*
7-236	10th	7-253.2	6th	7-279.1	9th*
7-237	13th	7-253.3	6th	7-280	12th
7-237.1	10th	7-254	6th	7-281	6th
7-238	5th	7-255	6th	7-282	4th
7-238.1	5th	7-256	6th	7-282.1	5th
7-239	5th	7-256.1	6th	7-282.2	5th
7-239.1	4th	7-256.2	6th	7-282.3	5th
7-239.2	4th	7-256.3	7th	7-283	7th
7-240	3rd	7-257	7th	7-283.1	3rd
7-241	5th	7-258	7th	7-284	8th
7-241.1	3rd	7-259	7th	7-284.1	7th
7-242	6th	7-259.1	6th	7-285	7th
7-242.1	3rd	7-259.2	6th	7-285.1	6th
7-242.2	3rd	7-259.3	6th	7-286	9th
7-243	2nd	7-260	7th	7-286.1	4th
7-243.1	3rd	7-261	7th	7-287	7th
7-243.2	3rd	7-262	7th	7-287.1	6th
7-243.3	3rd	7-262.1	6th	7-287.1.1	2nd
7-243.4	1st	7-262.2	6th	7-287.1.2	2nd
7-243.5	Original	7-262.3	6th	7-287.1.3	1st
7-243.6	Original	7-263	7th	7-287.1.4	2nd
7-243.7	Original	7-264	11th	7-287.2	8th
7-244	5th	7-264.1	1st	7-287.2.1	4th
7-244.1	3rd	7-264.2	4th*	7-287.2.2	2nd
7-244.2	3rd	7-265	14th	7-287.2.3	2nd
7-244.3	3rd	7-266	9th	7-287.2.4	1st
7-245	4th	7-267	2nd	7-287.2.5	4th
7-245.1	4th	7-268	3rd	7-287.3	6th
7-245.2	4th	7-269	1st	7-287.4	5th
7-245.3	4th	7-269.1	2nd	7-287.4.1	3rd
7-245.4	3rd	7-270	8th	7-287.5	7th
7-245.5	1st	7-270.1	4th	7-287.5.1	5th
7-245.6	1st	7-271	2nd	7-287.6	7th
7-245.7	1st	7-271.1	6th	7-287.7	6th
7-245.8	3rd	7-272	12th	7-287.8	6th
7-245.9	1st	7-273	13th	7-287.8.1	2nd
7-245.10	2nd	7-273.1	8th	7-287.9	2nd
7-246	1st	7-273.2	8th	7-288	2nd
		7-273.3	8th	7-288.1	1st
		7-274	19th	7-288.2	1st
		7-274.1	8th	7-289	2nd
		7-275	14th		

* New or Revised Pages

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
24-1.1	Original	25-19	8th*	25-56	3rd*
24-2	2nd*	25-20	4th*	25-57	3rd*
24-3	1st	25-21	4th*	25-58	3rd*
24-4	1st	25-22	3rd*	25-59	1st*
24-5	1st	25-23	3rd	25-60	3rd*
24-6	1st	25-24	4th*	25-60.1	2nd*
24-7	4th	25-24.1	3rd*	25-61	3rd*
24-8	6th	25-24.2	1st	25-62	3rd*
24-9	Original	25-25	6th*	25-63	4th*
24-10	Original	25-25.1	4th*	25-64	3rd*
24-11	Original	25-25.2	4th*	25-65	2nd*
24-12	3rd	25-25.3	4th*	25-66	2nd*
		25-25.4	4th*	25-67	2nd*
25-1	5th	25-25.5	5th*	25-68	1st*
25-1.1	2nd	25-26	5th	25-69	1st*
25-2	3rd	25-27	1st	25-70	1st*
25-3	2nd	25-28	1st	25-71	1st*
25-4	3rd	25-29	1st	25-72	1st*
25-4.1	1st	25-29.1	1st	25-72.1	1st*
25-4.2	Original	25-30	2nd*	25-72.2	1st*
25-4.3	Original	25-31	1st*	25-72.3	1st*
25-5	10th	25-32	1st	25-73	5th*
25-5.1	2nd	25-33	Original	25-74	2nd*
25-5.2	1st	25-33.1	Original	25-75	2nd*
25-6	3rd	25-34	Original	25-75.1	3rd*
25-7	3rd	25-35	Original	25-76	2nd*
25-8	2nd	25-36	Original	25-77	2nd*
25-8.1	2nd	25-37	1st	25-77.1	2nd*
25-9	2nd	25-38	2nd	25-78	2nd*
25-9.1	2nd	25-38.1	Original	25-79	2nd*
25-9.2	1st	25-39	Original	25-80	2nd*
25-9.3	Original	25-40	2nd*	25-80.1	1st*
25-9.4	Original	25-41	4th*	25-80.2	1st*
25-9.5	2nd	25-42	5th*	25-81	3rd*
25-9.6	Original	25-43	5th*	25-82	2nd*
25-9.7	Original	25-44	2nd*	25-83	1st*
25-9.8	Original	25-45	4th*	25-84	1st*
25-9.9	Original	25-46	2nd*	25-85	1st*
25-9.10	1st	25-47	2nd*	25-86	1st*
25-9.11	1st	25-48	2nd*	25-87	1st*
25-10	3rd*	25-48.1	1st*	25-88	2nd*
25-11	2nd*	25-48.2	1st*	25-89	1st*
25-12	3rd	25-49	3rd*		
25-13	2nd	25-50	3rd*		
25-14	3rd	25-51	3rd*		
25-14.1	1st	25-52	4th*		
25-14.2	Original	25-53	5th*		
25-15	4th	25-54	3rd*		
25-16	2nd	25-55	3rd*		
25-17	1st				
25-18	1st				
25-18.1	Original*				

* New or Revised Pages

(Issued under Transmittal No. 1394)

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ACCESS SERVICE CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
25-90	1st*				
25-91	1st*				
25-92	1st*				
25-93	1st*				
25-94	1st*				
25-95	1st*				
25-96	1st*				
25-97	1st*				
25-98	2nd*				
25-99	2nd*				
25-100	2nd*				
25-100.1	1st*				
25-101	2nd*				
25-102	2nd*				
25-103	2nd*				
25-104	1st*				
25-105	1st*				
25-106	2nd*				
25-107	2nd*				
25-108	2nd*				
25-109	1st*				
25-110	1st*				
25-111	2nd*				
25-112	1st*				
25-113	1st*				
25-114	3rd*				
25-115	2nd*				
25-116	1st*				
25-117	2nd*				
25-118	2nd*				
25-119	2nd*				
25-120	1st*				
25-121	1st*				
25-122	2nd*				
25-123	3rd*				
25-124	3rd*				
25-125	2nd*				
25-126	1st*				

* New or Revised Pages

(Issued under Transmittal No. 1394)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)#

(T)

(A) Payment Plans and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3 and 5-year# Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in Section 6.9.1.1 following.

(T)

The minimum service period for DS3 is 12 months.

Additionally, the optional feature, DS3 to DS1 Central Office Multiplexing, is also available on a 3 or 5-year# Term Pricing Plan. When ordered, a 3 or 5-year TPP for the DS3/DS1 multiplexing feature must have the same term period as the associated service, and it is always assigned an expiration date that is coterminous with the associated service.

(T)

At the end of a term plan, the customer will not be eligible to receive discounted monthly charges unless a new TPP commitment is ordered. Customers with TPPs that have expired prior to December 2, 1999, will be able to retain their service at the prevailing rates for as long as the customer retains the service.

(T)

(T)

Effective May 30, 2019, orders for new 5-Year DS3 Service Arrangement TPPs are no longer permitted. The Telephone Company will continue to provide 5-Year DS3 Service Arrangement TPPs pursuant to this Section 6.8.22 on any existing 5-Year DS3 Service Arrangement TPP that is in-service as of May 30, 2019, or any order for 5-Year DS3 Service Arrangement TPP that is placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

(N)

- The Telephone Company will continue to provide Existing 5-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

(N)

Certain material previously found on this page can now be found on Original Page 6-237.1.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)

(T)

(A) Payment Plans and Minimum Periods (Cont'd)

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability is assessed on entrance facilities, direct trunked transport fixed and per mile, and multiplexing rate elements. A customer who downgrades a term plan to shorter duration, changes the system configuration (i.e., Optical to Electrical) or disconnects the service will be treated as having terminated the service.

If a customer establishes a Commitment Discount Plan (CDP) for at least one (1) service type listed in Section 25.1.1 following and subscribes to other services listed in Section 25.1.1 following at any time that a CDP is in effect, the customer may not establish or maintain a term plan for any services that are eligible for inclusion in CDP with the limited exception of IEF services as set forth in Section 25.1 following.

Service availability limited. Refer to # footnote on Page 6-237.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd) (T)(B) Base Rates

The rates charged under 3-Year and 5-year TPPs are based upon Base Rates as specified in Section 6.9 following. Such rates may change during the commitment period, but in no case will the Base Rate exceed the non-discounted monthly rate for the service. In order to calculate the rates the customer will pay, the following discount percentages are applied to the Base Rates Monthly Rate Per CT for 3-Year and 5-Year TPPs for DS3 Entrance Facility Channel Terminations, Direct Trunked Transport Channel Mileage, and DS3 to DS1 Multiplexing. Discount percentages are not applied to nonrecurring rates.

3-Year	10%	
5-Year#	35%	(T)

(C) TPP Termination Without Liability

- (1) A customer may terminate a 3-Year DS3 Term Pricing Plan during the life of the plan without penalty by entering the system configuration into a new 3-Year payment plan prior to the expiration of the plan. (T)
(T)
(T)

A customer may terminate the Term Pricing Plan during the life of the plan without termination liability if the service is upgraded (changed to a higher bandwidth/capacity service or to a higher speed service) through aggregation of existing services or service additions, and agrees to a new Term Pricing Plan of equal or greater length. Any additional circuits added to make up the upgrade would be subject to all applicable nonrecurring charges.

A customer who specifically requests a change of physical facilities or electronics in conjunction with an upgrade, will be treated as having terminated service and full nonrecurring charges will apply.

Service availability limited. Refer to # footnote on Page 6-237. (N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd) (T)

(C) TPP Termination Without Liability (Cont'd)

(1) (Cont'd)

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 TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

(D)

Service availability limited. Refer to # footnote on Page 6-237. (N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd) (T)(C) TPP Termination Without Liability (Cont'd)

(2) Termination Liability will not apply when a customer meets the requirements for DS3 "portability." DS3 Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. DS3 Portability requirements are as follows:

- The TPP service to be discontinued must have been in service for a minimum of 1 year.
- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- The replacement service is subject to any applicable nonrecurring charges.

(D) TPP Termination With Liability - Early Termination Provision

For any DS3 term plan services that are terminated prior to the end of the minimum period, the customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement. ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Service availability limited. Refer to # footnote on Page 6-237. (N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd) (T)(D) TPP Termination With Liability (Cont'd)Option I

In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)#

(T)

(A) Description

DS1 Term Pricing Plans are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates. The minimum service period for month-to-month DS1 service is 2 months.

(1) DS1 Term Pricing Plans are available in 2, 3, 5#, and 7-year# commitment periods. (T)
(T)

(2) Customers have the option of purchasing Entrance Facilities under one plan and Direct Trunked Transport under another plan, or under the month-to-month service plan. TPPs are available subject to the following:

- DS1 Term Pricing Plans are applicable to DS1 entrance facilities, direct trunked transport (Fixed and Per Mile), and associated DS1 Multiplexers (DS1 to Voice). The fixed and per mile rate elements and associated multiplexers for a given facility must be included in the same TPP; the entrance facilities and associated multiplexer must also be included in the same plan.

Effective May 30, 2019, orders for new 5 and 7 Year DS1 TPPs are no longer permitted. The Telephone Company will continue to provide 5 and 7 Year DS1 TPPs pursuant to this Section 6.8.23 on any existing 5 or 7 Year DS1 TPP that is in-service as of May 30, 2019, or any order for 5 or 7 Year DS1 TPP that is placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5 and 7 Year DS1 TPPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 5 and 7 Year DS1 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5 and 7 Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(A) Term Pricing Plans (TPP) Description (Cont'd)

- (3) Rates for Term Pricing Plans are detailed in Section 6.9.1. The nonrecurring rates for TPPs are the same as for month-to-month Service. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at month-to-month Service rates.

Term Pricing Plans are not applicable to services in other rate plans.

- (4) If a customer establishes a Commitment Discount Plan (CDP) for at least one (1) service type listed in Section 25.1.1 following and subscribes to other services listed in Section 25.1.1 following at any time that a CDP is in effect, the customer may not establish or maintain a term plan for any services that are eligible for inclusion in CDP with the limited exception of IEF services as set forth in Section 25.1 following.

(B) TPP Terms and Conditions

- (1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.
- (2) When requesting any Term Pricing Plan activity regarding Entrance Facilities, the customer must specify by billing account and circuit identification number which circuits are to be affected.
- (3) When ordering Term Pricing Plan services, related rate elements must be ordered under the same plan. For example, both entrance facilities and any DS1 associated multiplexing for a given facility must be in the same plan and have the same service date. Similarly, both rate elements for Direct Trunked Transport, fixed and per mile and any associated DS1 multiplexing, must be in the same plan and have the same service date.
- (4) At the end of a TPP commitment period, the DS1 service(s) will be billed at the basic rate unless the customer subscribes to a new TPP.
- (5) Termination liability is assessed on entrance facilities, direct trunked transport fixed and per mile, and multiplexing rate elements.

Service availability limited. Refer to # footnote on Page 6-242.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(B) TPP Terms and Conditions

(6) 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 TPP for the affected service without termination liability as set forth in (D) following. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

(D)

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(D)

(C) TPP Termination Liability

- (1) A termination liability payment is applicable when a service is disconnected in full or in part prior to the end of the selected commitment period or where the customer fails to comply with the conditions required for a TPP, except as set forth in (D) following.

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(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(C) TPP Termination Liability (Cont'd)

- (2) The termination liability payment applies to each entrance facility, direct trunked transport fixed and per mile, and multiplexing recurring rate element which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan.

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(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(C) TPP Termination Liability (Cont'd)

- (3) The termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge.

(a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(a) Option I (Cont'd)

For services discontinued after the first 12 months of a plan, customers will be liable for 15% of the total monthly charges for the remaining portion of their Term Pricing Plan commitment period.

(b) Option II

For services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full month-to-month rates and the TPP monthly rates for the period the plan has been in effect.

For services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the services have been in effect the termination liability charge will be the difference between the full month-to-month rates and the selected TPP monthly rates for the period the plan has been in effect.
- Where there is a TPP period less than the actual time the services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(b) Option II (Cont'd)

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the longest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

(4) Termination liability will be computed as follows:

At the end of the 12 months, 100% of the total monthly charges will be applied to the difference between the commitment level and the 12 month average of the actual entrance facilities or direct trunked transport.

(D) TPP Termination Without Liability

(1) 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 TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

(D)

(2) A request to change to a longer commitment period will nullify the current termination liability. All terms and conditions associated with the new TPP will apply.

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(D) TPP Termination Without Liability (Cont'd)

(3) Termination liability is not applicable if the customer requests to upgrade service to a higher capacity (e.g., DS1 to DS3) service and meets all of the following conditions:

- The new service is purchased under a long-term agreement equal to or greater than the commitment period of the service being disconnected.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(D) TPP Termination Without Liability (Cont'd)

(3) (Cont'd)

- The orders for the disconnect of the existing TPP rate elements and the new connect are received by the Telephone Company at the same time, with due dates within 90 days of each other, and are related together by a Related Purchase Order Number (RPON).
- The total capacity of the service is greater than or equal to the capacity of the discontinued service(s).

(4) DS1 Termination liability will not apply when a customer meets the requirements for DS1 "portability". DS1 Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. DS1 Portability requirements are as follows:

- The replacement service must be of the same capacity or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.

(E) Additions to TPPs

Customers with existing Term Pricing Plans who wish to increase the number of their DS1 services have the following options:

- Subscribe to the additional services under the month-to-month payment plan.
- Subscribe to the additional services under a separate Term Pricing Plan.

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd)

(T)

(F) Shared Use

In some instances customers choose to mix switched and special access channels on the same DS1 or DS3 facility. When ordering a new switched access facility covered by a TPP or when converting an existing month-to-month switched facility to a TPP, any special access channels that are shared on that switched facility must be covered by a special access TPP of the same term length.

Similarly, when ordering a new special access facility covered by a TPP or when converting an existing month-to-month special facility to a TPP, any switched access channels that are shared on that special facility must be covered by a switched access TPP of the same term length.

For those shared use facilities already under a special access term plan, customers will have 90 days from the effective date of the switched access term plan to select one of the following options: 1) Convert all switched facilities to the same term and expiration date as the special access facilities they are sharing by sending a written request to the Telephone Company; 2) Convert individual switched facilities to the same term and expiration date as the special access facilities they are sharing by using the standard ASR ordering process; 3) Terminate the current special access term plan and establish a new term plan of any length for both the special and switched access services by using the standard ASR ordering process; no termination liabilities will be assessed for termination of the special access plan. If the customer does not select one of the above options by the end of the 90 day period then the month-to-month switched access rates will be maintained.

(G) Plan Availability

Term Pricing Plans are only available in the following Jurisdictions: Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.9 Rates and Charges (Cont'd)6.9.1 Switched Transport (Cont'd)6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)(A) Entrance Facility (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
			<u>First</u>	<u>Additional</u>
(3) <u>5 Year#</u>				
(a) <u>DS1</u>				
- Per Point of Termination				
Rate Zone 1	EFGDX	\$133.00		
Rate Zone 2	EFGDX	133.00		
Rate Zone 3	EFGDX	133.00		
Price Band 4	EFGDX	133.00		
Price Band 5	EFGDX	133.00		
Price Band 6	EFGDX	133.00		
- Installation				
Rate Zone 1	EFGDX		\$1.00	\$.75
Rate Zone 2	EFGDX		1.00	.75
Rate Zone 3	EFGDX		1.00	.75
Price Band 4	EFGDX		1.00	.75
Price Band 5	EFGDX		1.00	.75
Price Band 6	EFGDX		1.00	.75

(T)

* Term Pricing Plans are only available in the following jurisdictions:
Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.9 Rates and Charges (Cont'd)6.9.1 Switched Transport (Cont'd)6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)(A) Entrance Facility (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
			<u>First</u>	<u>Additional</u>
(4) <u>7 Year#</u>				
(a) <u>DS1</u>				(T)
- Per Point of Termination				
Rate Zone 1	EFGDX	\$123.50		
Rate Zone 2	EFGDX	123.50		
Rate Zone 3	EFGDX	123.50		
Price Band 4	EFGDX	123.50		
Price Band 5	EFGDX	123.50		
Price Band 6	EFGDX	123.50		
- Installation				
Rate Zone 1	EFGDX		\$1.00	\$.75
Rate Zone 2	EFGDX		1.00	.75
Rate Zone 3	EFGDX		1.00	.75
Price Band 4	EFGDX		1.00	.75
Price Band 5	EFGDX		1.00	.75
Price Band 6	EFGDX		1.00	.75

* Term Pricing Plans are only available in the following jurisdictions:
Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

Service availability limited. Refer to # footnote on Page 6-242.

(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.9 Rates and Charges (Cont'd)6.9.1 Switched Transport (Cont'd)6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)(B) Direct Trunked Transport (Cont'd)

<u>5 Year#</u>	<u>USOC</u>	<u>Fixed</u>	<u>Per Mile</u>	(T)
(1) <u>DS1</u>				
Rate Zone 1	1YTCS	\$59.50	\$16.98	
Rate Zone 2	1YTCS	59.50	16.98	
Rate Zone 3	1YTCS	59.50	16.98	
Price Band 4	1YTCS	59.50	16.98	
Price Band 5	1YTCS	59.50	16.98	
Price Band 6	1YTCS	59.50	16.98	
<u>7 Year#</u>				(T)
(1) <u>DS1</u>				
Rate Zone 1	1YTCS	55.25	15.76	
Rate Zone 2	1YTCS	55.25	15.76	
Rate Zone 3	1YTCS	55.25	15.76	
Price Band 4	1YTCS	55.25	15.76	
Price Band 5	1YTCS	55.25	15.76	
Price Band 6	1YTCS	55.25	15.76	

* Term Pricing Plans are only available in the following jurisdictions:
Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.9 Rates and Charges (Cont'd)6.9.1 Switched Transport (Cont'd)6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)(C) Multiplexing (Cont'd)

<u>5 Year#</u>	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	(T)
- Entrance Facility				
- Per Arrangement				
<u>DS1 to Voice Grade</u>				
Rate Zone 1	MKW1X	\$147.00		
Rate Zone 2	MKW1X	147.00		
Rate Zone 3	MKW1X	147.00		
Price Band 4	MKW1X	147.00		
Price Band 5	MKW1X	147.00		
Price Band 6	MKW1X	147.00		
- Direct Trunked Transport				
- Per Arrangement				
<u>DS1 to Voice Grade</u>				
Rate Zone 1	MKW1X	147.00		
Rate Zone 2	MKW1X	147.00		
Rate Zone 3	MKW1X	147.00		
Price Band 4	MKW1X	147.00		
Price Band 5	MKW1X	147.00		
Price Band 6	MKW1X	147.00		

* Term Pricing Plans are only available in the following jurisdictions:
Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

Service availability limited. Refer to # footnote on Page 6-242. (N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)6.9 Rates and Charges (Cont'd)6.9.1 Switched Transport (Cont'd)6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)(C) Multiplexing (Cont'd)

<u>7 Year#</u>	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	(T)
- Entrance Facility				
- Per Arrangement				
<u>DS1 to Voice Grade</u>				
Rate Zone 1	MKW1X	\$136.50		
Rate Zone 2	MKW1X	136.50		
Rate Zone 3	MKW1X	136.50		
Price Band 4	MKW1X	136.50		
Price Band 5	MKW1X	136.50		
Price Band 6	MKW1X	136.50		
- Direct Trunked Transport				
- Per Arrangement				
<u>DS1 to Voice Grade</u>				
Rate Zone 1	MKW1X	136.50		
Rate Zone 2	MKW1X	136.50		
Rate Zone 3	MKW1X	136.50		
Price Band 4	MKW1X	136.50		
Price Band 5	MKW1X	136.50		
Price Band 6	MKW1X	136.50		

* Term Pricing Plans are only available in the following jurisdictions:
Washington, D.C., Pennsylvania, Maryland, New Jersey, Delaware, and Virginia.

Service availability limited. Refer to # footnote on Page 6-242. (N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services#

(T)

(A) Payment Plans# and Minimum Periods

(T)

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3 and 5-year# Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in 7.5.9 following.

(T)

The minimum service period for DS3 is 12 months.

Additionally, the DS3 to DS1 Central Office Multiplexing is also available on a 3 or 5-year# Term Pricing Plan. When ordered, a 3 or 5 year# TPP for the multiplexing feature must have the same term period as the associated service, and it is always assigned an expiration date that is coterminous with the associated service.

(T)

(T)

At the end of a term plan, the customer will not be eligible to receive discounted monthly charges unless a new TPP is ordered. Customers with TPPs that have expired prior to December 2, 1999, will be able to retain their service at the prevailing rates for as long as the customer retains the service.

(T)

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements. Liability for terminations at a primary premises is calculated based upon the rate band determined by the last count taken. A customer who downgrades a term plan to shorter duration, changes the system configuration (i.e., Optical to Electrical) or disconnects the service will be treated as having terminated the service.

In addition to TPP, a customer may select a Commitment Discount Plan (CDP), subject to the terms and conditions set forth in Section 25.1 following.

(D)

(D)

Effective May 30, 2019, orders for new 5-Year DS3 TPPs are no longer permitted. The Telephone Company will continue to provide 5-Year DS3 TPPs pursuant to this Section 7.4.13 on any existing 5-Year DS3 TPP that is in-service as of May 30, 2019, or any order for 5-Year DS3 TPP that is placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

(N)

- The Telephone Company will continue to provide Existing 5-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services#

(T)

(B) Base Rates

The rates charges under 3-Year and 5-year TPPs are based upon Base Rates as specified in Section 7.5.9 following. Such rates may change during the commitment period, but in no case will the Base Rate exceed the non-discounted monthly rate for the service. In order to calculate the rates the customer will pay, the following discount percentages are applied to the Base Rates Monthly Rate Per CT for 3-Year and 5-Year TPPs for DS3 High Capacity Channel Terminations, Channel Mileage, and Optional Features and Functions. Discount percentages are not applied to nonrecurring rates.

3-Year	10%
5-Year#	35%

(T)

Service availability limited. Refer to # footnote on Page 7-197.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services# (Cont'd)

(T)

(C) Discontinuance Without Liability

A customer may discontinue a 3-year term plan without penalty by entering the same system configuration into a new 3-year term plan prior to the expiration of the plan.

(C)

(C)

A customer may discontinue a term plan without liability if the service is upgraded (changed to a higher bandwidth/capacity service or to a higher speed service) through aggregation of existing services or service additions, and agrees to a new term plan of equal or greater length. Any additional services or circuits added to make up the upgrade will be subject to all applicable nonrecurring charges.

Termination liability will not apply when a customer meets the requirements for "portability". Portability is the replacement of a service under a DS3 Term Pricing Plan (TPP) with another service for the balance of the TPP commitment period. Portability requirements are as follows:

- The TPP service to be discontinued must have been in service for a minimum of 1 year.
- The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- The replacement service is subject to any applicable nonrecurring charges.
- A request to disconnect DS3 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

Service availability limited. Refer to # footnote on Page 7-197.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services# (Cont'd)

(T)

(C) Discontinuance Without Liability (Cont'd)

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 TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

(D)

A customer may cancel a term plan on its DS3 High Capacity Services without penalty in order to include such DS3 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 25.3 following).

Service availability limited. Refer to # footnote on Page 7-197.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services# (Cont'd)

(T)

(D) Discontinuance With Liability

For service discontinued prior to completion of the minimum service period, the customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement. ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Option I

- In addition to the minimum period liability of 100%, the customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

Service availability limited. Refer to # footnote on Page 7-197.

(N)

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1300 I Street NW, Washington, D.C. 20005

ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.13 DS3 High Capacity Services# (Cont'd)

(T)

(D) Discontinuance With Liability (Cont'd)Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.
- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.
- Where there is a TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

(E) Shared Use

DS3 service arrangements in shared use situations must have at least one channel of Special Access service to be billed as a Special Access facility.

Service availability limited. Refer to # footnote on Page 7-197.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services#, ##(A) Basic Service

The minimum service period for basic Digital Data Service (DDS) and DS1 High Capacity Service (DS1) is two months. When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the two-month minimum period.

Customers may, at any time, change their basic DS1 High Capacity service payment option to a DS1 Term Payment Plan without assessment of the minimum period service charge.

- (B) Term Pricing Plans are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates.

(T)
(M)

(M)

Service availability limited. Refer to # and ## footnotes on Page 7-209.

(N)

Material on this page formerly appeared on 2nd Revised Page 7-209.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services#, ## (Cont'd)

(T)

(B) Term Pricing Plans (TPP) Description (Cont'd)

- (1) TPPs for Digital Data Services are available in 2, 3, and 5-year commitment periods. DS1 High Capacity Services are available in 2, 3, 5##, and 7-year## commitment periods. (T)
- (2) Customers have the option of purchasing channel terminations under one plan and channel mileage under another plan, or under the basic service plan. TPPs are available subject to the following: (T)
- Digital Data Service plans are applicable to channel terminations and channel mileage. The fixed and per mile rate elements for a given circuit must be included in the same individual Term Pricing Plan.

Effective November 16, 2018, orders for new Digital Data Service TPPs are no longer permitted. The Telephone Company will continue to provide Digital Data Service TPPs pursuant to this Section 7.4.17(B) on any existing Digital Data Service TPP that is in-service as of November 16, 2018, or any order for Digital Data Service TPP that is placed with the Telephone Company prior to November 16, 2018 (collectively, Existing DDS TPPs), subject to the following conditions:

- The Telephone Company will continue to provide Existing DDS TPPs for the selected commitment period until (i) the customer discontinues service; (ii) the customer converts to a DDS provided on a month to month basis under Section 7.4.17(A); or (iii) the current commitment period expires, whichever comes first. Upon expiration of the commitment period, if the customer has taken no action, the Telephone Company will convert the customer to basic DDS service offered under Section 7.4.17(A).
- Renewal of an Existing DDS TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

Effective May 30, 2019, orders for new 5- or 7-Year DS1 High Capacity TPPs are no longer permitted. The Telephone Company will continue to provide 5- and 7-Year DS1 High Capacity TPPs pursuant to this Section 7.4.17(B) on any existing 5- and 7-Year DS1 High Capacity TPP that is in-service as of May 30, 2019, or any order for 5- or 7-Year DS1 High Capacity TPP that is placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5- and 7-Year DS1 TPPs), subject to the following conditions:

- The Telephone Company will continue to provide Existing 5- and 7-Year DS1 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5- or 7-Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

(N)

(N)

Certain material previously found on this page can now be found on Original Page 7-208.1.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(B) Term Pricing Plans (TPP) Description (Cont'd)

(2) (Cont'd)

- Multiple Digital Data Services must be of the same speed in order to be in the same individual Term Pricing Plan.
- DS1 High Capacity Service plans are applicable to channel terminations, associated DS1 Multiplexers (DS1 to Voice, DS1 to Digital, and DS1 to DS0), and channel mileage, fixed and per mile. The fixed and per mile rate elements for a given circuit must be included in the same TPP; the channel termination and associated multiplexer must also be included in the same plan.

- (3) Rates for Term Pricing Plans are detailed in Section 7.5.16. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at Basic Service rates.

Term Pricing Plans are not applicable to services in other rate plans, nor are Federal Telecommunications Access Services eligible for TPPs.

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(C) TPP Terms and Conditions

- (1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.
- (2) When requesting any Term Pricing Plan activity regarding channel terminations, the customer must specify by billing account and circuit identification number which circuits are to be affected.
- (3) When ordering Term Pricing Plan services, related rate elements must be ordered under the same plan. For example, both channel terminations and any DS1 associated multiplexing for a given circuit must be in the same plan and have the same service date. Similarly, both rate elements for channel mileage, fixed and per mile, must be in the same plan and have the same service date.
- (4) At the end of a TPP commitment period, the service(s) will be billed at the basic rate unless the DS1 High Capacity Service customer subscribes to a new TPP.
- (5) Termination liability is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements.
- (6) 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 TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase.

Service availability limited. Refer to # and ## footnotes on Page 7-209.

(T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(D) TPP Termination Liability

- (1) A termination liability payment is applicable when a service is disconnected in full or in part prior to the end of the selected commitment period or where the customer fails to comply with the conditions required for a TPP, except as set forth in (E) following.
- (2) If the customer requests all channels of a DS1 service to be used for Switched Access, the request will be treated as a disconnect and termination liability will be assessed.
- (3) The termination liability payment applies to each channel termination, fixed and per-mile mileage, and multiplexing recurring rate element which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan.

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(D) TPP Termination Liability (Cont'd)

- (4) The termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge.

(a) Option I

For services discontinued within the first year, the customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

For services discontinued after the first 12 months of a plan, customers will be liable for 15% of the total monthly charges for the remaining portion of their Term Pricing Plan commitment period.

(b) Option II

For services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full Basic monthly rates and the TPP monthly rates for the period the plan has been in effect.

For services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the services have been in effect the termination liability charge will be the difference between the full Basic monthly rates and the selected TPP monthly rates for the period the plan has been in effect.

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(D) TPP Termination Liability (Cont'd)

(4) (Cont'd)

(b) Option II (Cont'd)

- Where there is a TPP period less than the actual time the services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example, if a customer subscribes to a 5-year TPP and disconnects service during the thirty-seventh month, the highest TPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

(5) Termination liability will be computed as follows:

At the end of the 12 months, 100% of the total monthly charges will be applied to the difference between the commitment level and the 12 month average of the actual channel terminations or miles.

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(E) TPP Termination Without Liability

- (1) Termination liability will not apply when cancellation of a Term Plan occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the Term Plan.
- (2) For DS1 High Capacity Services, a request to change to a longer commitment period will nullify the current termination liability. All terms and conditions associated with the new TPP will apply.
- (3) Termination liability is not applicable if the customer requests to upgrade service to a higher capacity (e.g., DDS to DS1, DS1 to DS3) service and meets all of the following conditions:
 - The new service is purchased under a long-term agreement equal to or greater than the commitment period of the service being disconnected.
 - The orders for the disconnect of the existing TPP rate elements and the new connect are received by the Telephone Company at the same time, with due dates within 90 days of each other, and are related together by a Related Purchase Order Number (RPON).
 - The total bandwidth (in kbps) of the service is greater than or equal to the bandwidth of the discontinued service(s).

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)(E) TPP Termination Without Liability (Cont'd)

(4) Termination liability will not apply when a DS1 High Capacity Service customer meets the requirements for "portability". Portability is the replacement of a service under a TPP with another service for the balance of the TPP commitment period. Portability requirements are as follows:

- The replacement service must be of the same speed or type, and must not already be in a Term Pricing Plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates within 90 days of each other, and are related by a Related Purchase Order Number.
- The quantities associated with the replacement are equal to or greater than the disconnected service.
- A request to disconnect DS1 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(5) A customer may cancel a term plan on its DS1 High Capacity Services without penalty in order to include such DS1 High Capacity Services in a Commitment Discount Plan (as set forth in Section 25.1 following).

(D)

Service availability limited. Refer to # and ## footnotes on Page 7-209. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.17 Digital Data and DS1 High Capacity Services# (Cont'd)

(F) Additions to TPPs

Customers with existing Term Pricing Plans who wish to increase the number of their DDS or DS1 services have the following options:

- Subscribe to the additional services under the basic payment plan.
- For DS1 High Capacity Services, subscribe to the additional services under a separate Term Pricing Plan.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.9 High Capacity Service (Cont'd)(B) Channel Mileage (Cont'd)(1) Basic Service and Month-to-Month (Cont'd)

(e) 44.736 Mbps (Cont'd)

(ii) Banded Base Rates (Cont'd)(Applicable to customers subscribed to the NDP# (T)
except as otherwise specified in Section 25.3.6
following)

- Per DS3 Service

	<u>USOC</u>	<u>Monthly Rates</u>
Price Band 4		
- 1 to 4 Miles	FQYU1	\$ 1,111.94
- 5 to 8 Miles	FQYU1	1,700.24
- 9 to 15 Miles	FQYU1	2,659.54
- 16 to 25 Miles	FQYU1	3,985.60
- 26 to 40 Miles	FQYU1	5,651.92
- 41 or more Miles	FQYU1	9,509.26
Price Band 5		
- 1 to 4 Miles	FQYU1	\$ 1,111.94
- 5 to 8 Miles	FQYU1	1,700.24
- 9 to 15 Miles	FQYU1	2,659.54
- 16 to 25 Miles	FQYU1	3,985.60
- 26 to 40 Miles	FQYU1	5,651.92
- 41 or more Miles	FQYU1	9,509.26
Price Band 6		
- 1 to 4 Miles	FQYU1	\$ 1,111.94
- 5 to 8 Miles	FQYU1	1,700.24
- 9 to 15 Miles	FQYU1	2,659.54
- 16 to 25 Miles	FQYU1	3,985.60
- 26 to 40 Miles	FQYU1	5,651.92
- 41 or more Miles	FQYU1	9,509.26

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans (Cont'd)(C) 5-year Commitment Period - DS1#

(T)

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNT4X	\$134.56		
Rate Zone 2	TNT4X	149.01		
Rate Zone 3	TNT4X	158.13		
Price Band 4	TNT4X	155.46		
Price Band 5	TNT4X	195.37		
Price Band 6	TNT4X	201.92		
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75
Price Band 4			1.00	0.75
Price Band 5			1.00	0.75
Price Band 6			1.00	0.75
	<u>USOC</u>		<u>Nonrecurring Charges</u>	
Rearrangement	NRBOT			
Price Band 4			\$200.00	
Price Band 5			200.00	
Price Band 6			200.00	
Coordinated Retermination				
Price Band 4	NRFRE		380.00	
Price Band 5	NRFRE		380.00	
Price Band 6	NRFRE		380.00	

Service availability limited. Refer to ## footnote on Page 7-209.

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans (Cont'd)(C) 5-year Commitment Period - DS1# (Cont'd)

(T)

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Channel Mileage	1J54S			
Fixed				
Price Band 4		37.90		
Price Band 5		37.90		
Price Band 6		37.90		
Per mile				
Price Band 4		14.84		
Price Band 5		14.84		
Price Band 6		14.84		
Multiplexing	MXN15			
DS1 to Voice				
Price Band 4		156.89		
Price Band 5		165.60		
Price Band 6		174.32		
DS1 to Digital				
Price Band 4		156.89		
Price Band 5		165.60		
Price Band 6		174.32		
DS1 to DS0				
Price Band 4		156.89		
Price Band 5		165.60		
Price Band 6		174.32		

Service availability limited. Refer to ## footnote on Page 7-209.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans (Cont'd)(D) 7-year Commitment Period DS1#

(T)

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Per Channel Termination				
1.544 Mbps/DS1				
Rate Zone 1	TNT8X	\$124.21		
Rate Zone 2	TNT8X	137.55		
Rate Zone 3	TNT8X	145.96		
Price Band 4	TNT8X	143.50		
Price Band 5	TNT8X	180.34		
Price Band 6	TNT8X	186.39		
Installation/Change				
Rate Zone 1			\$ 1.00	\$0.75
Rate Zone 2			1.00	0.75
Rate Zone 3			1.00	0.75
Price Band 4			1.00	0.75
Price Band 5			1.00	0.75
Price Band 6			1.00	0.75
	<u>USOC</u>		<u>Nonrecurring Charges</u>	
Rearrangement	NRBOT			
Price Band 4			\$200.00	
Price Band 5			200.00	
Price Band 6			200.00	
Coordinated Retermination				
Price Band 4	NRFRE		380.00	
Price Band 5	NRFRE		380.00	
Price Band 6	NRFRE		380.00	

Service availability limited. Refer to ## footnote on Page 7-209.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.16 Term Pricing Plans (Cont'd)(D) 7-year Commitment Period DS1# (Cont'd)

(T)

<u>Service</u>	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charges</u>	
			<u>First</u>	<u>Additional</u>
Channel Mileage	1T58S			
Fixed				
Price Band 4		34.98		
Price Band 5		34.98		
Price Band 6		34.98		
Per mile				
Price Band 4		13.78		
Price Band 5		13.78		
Price Band 6		13.78		
Multiplexing	MXN17			
DS1 to Voice				
Price Band 4		144.82		
Price Band 5		152.86		
Price Band 6		160.91		
DS1 to Digital				
Price Band 4		144.82		
Price Band 5		152.86		
Price Band 6		160.91		
DS1 to DS0				
Price Band 4		144.82		
Price Band 5		152.86		
Price Band 6		160.91		

Service availability limited. Refer to ## footnote on Page 7-209.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)24.2 Integrated Optical Service Riders (Cont'd)24.2.3 Connection to Other Services

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

24.2.4 Responsibility of the Customer

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

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods by Service Type (Cont'd)

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

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

Applicable only to customers who established or renewed CDP prior to November 16, 2018.

Applicable only to customers who established or renewed CDP prior to May 30, 2019. (N)
(N)

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Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

- (A) For services using discount percentages, the discount percentage 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 twenty-five percent (25%) will continue to be applied through the balance of the CDP Customer's commitment period. (D)
(T)
|
(T)
- (B) For services using discount percentages, the discount percentage is subject to Telephone Company initiated increases during the commitment period. For example, if the Telephone Company initiates an increase in the discount percentage for a particular commitment period from twenty-five percent (25%) to thirty percent (30%), the new thirty percent (30%) discount will be applied through the balance of the CDP Customer's commitment period. (T)
|
(T)

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Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

(M)

- (1) At the expiration (end) of its selected commitment period, the CDP Customer may choose one (1) of the following options:

- (a) With the exception of Voice Grade or DDS service types in CDPs established or renewed prior to November 16, 2018, 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.

(M)

(D)

All of the applicable terms and conditions relating to the establishment of a CDP specified in Section 25.1.2 preceding shall apply.

(M)

(M)

(M)

Material on this page formerly appeared on 7th Revised Page 25-19.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period

(1) (Cont'd)

- (b) Extend the expiring commitment period as set forth in (D)(2) or (D)(3) following (in which case the then current discount percentage or TPP rates and terms and conditions of the existing plan will continue to apply).
- (c) Discontinue CDP and continue receiving service without any discount plan. With the exception of (i) IEF services as described in 25.1.3(A)(6) and (A)(7) preceding, the CDP Customer may not subscribe to any other discount plan (including TPP) if at least one (1) service type remains for the ACNAs included under CDP (i.e., all commitment periods for all service types under CDP have not expired). If the commitment period for a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring. (D)
- (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, except as otherwise specified following. 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. A new CDP will not be established for Voice Grade or DDS service types. Voice Grade and DDS will be converted to a month-to-month term plan at the then prevailing month-to-month service rates. Switched DS1/DS3, DS1/DS3 High Capacity Service and IEF under expiring 5- or 7-year commitment periods will be converted to a 3-year commitment period. (N)
(N)
- (3) If all commitment periods for all services under the CDP are expiring, the CDP Customer has the following options: (i) Establish a new CDP for some or all of its ACNA(s); and/or (ii) Select any then effective TPP which may be available for such services; (D)

Certain material previously found on this page can now be found on Original Page 25-18.1.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

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

(3) (Cont'd)

and/or (iii) Select any then effective term plan as set forth (T)
in Section 7.2.15 for IEF; and/or (iv) Continue receiving |
service without a discount plan; and/or (v) Discontinue (T)
service. (D)

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

(a) The option to extend the expiration date for DDS and/or Voice Grade Service is not offered under any CDP effective November 16, 2018. For any other service type, at any time prior to the expiration of the selected commitment period for an existing CDP, the CDP Customer may extend the commitment period by canceling the existing plan and selecting a new plan with a commitment period which is equal to or longer than the original commitment period associated with the cancelled plan. The CDP Customer must choose from the commitment periods available for each service type as set forth in Section 25.1.4 preceding. Effective May 30, 2019, the option to extend any commitment period to a 5- or 7-year commitment period is no longer available. (N)
|
(N)

(b) The new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type for the ACNA(s) included in CDP.

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

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

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

- (a) The option to extend the expiration date for DDS and/or Voice Grade Service is not offered under any CDP established or renewed on or after November 16, 2018. At the expiration of its selected commitment period for a service type (excluding DDS and/or Voice Grade and except as otherwise specified following) that is not part of a combined service type, the CDP Customer has the option to extend the expiration date of an expiring 2-year commitment period for a specific service type to match the expiration date of a 2- or 3-year commitment period for another customer-subscribed service type under CDP. The CDP Customer shall continue to receive the same TPP rate or discount percentage, as applicable, that it received prior to such extension. Effective May 30, 2019, customers may not, for any service type: 1) extend the expiration date of any expiring commitment period to match the expiration date of a 5-year or 7-year commitment period for another customer-subscribed service type under CDP; and/or 2) extend the expiration date of any 5-year or 7-year commitment period. (C) (T) (C) (C) (N)
- (b) The new Minimum Commitment level will be the higher of (1) the then-existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type for the ACNA(s) included in CDP. (N)
- (c) TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

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

- (a) Extend the expiration date of an expiring 2-year commitment period to match the expiration date of a 3-year commitment period for another customer-subscribed service type under CDP. The CDP Customer shall receive the same TPP rate or discount percentage, as applicable, that it received prior to such extension. Effective May 30, 2019, customers may not, for all service types that are part of a combined service type: (C)
 1) extend the expiration date of any expiring commitment period to match the expiration date of a 5-year or 7-year commitment period for another customer-subscribed service type under CDP; (C)
 and/or 2) extend the expiration date of any 5-year or 7-year commitment period. (N)
 (D)
 (D)
- (i) If the CDP Customer chooses to extend the expiration date for one (1) or both of the service types offered under a combined service type, the new Minimum Commitment level will be the higher of (1) the then existing commitment level for the combined services; or (2) ninety percent (90%) of the total number of in service channel terminations for the combined service type for the ACNA(s) included in CDP.
- (ii) TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(E) Cancellations

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

(D)

(D)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(D)

(D)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

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

(G) Nonrecurring Charges

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

(H) Renewal Option#

(T)

- (1) Description - Renewal Option is an option under CDP which allows a CDP Customer to terminate its renewed CDP without the application of termination liability charges if the renewed CDP meets the terms and conditions set forth in this section (H). There will be no change to the CDP commitment period that the customer commits to under CDP. Renewal Option applies to commitment periods by service type. Effective November 16, 2018, Renewal Option is no longer available for Voice Grade or DDS service types.
- (2) Customer Subscription to Renewal Option - Renewal Option must be requested by the CDP Customer by providing written notification to the Telephone Company.
- (3) Eligibility - Renewal Option is available to a CDP Customer who meets either one of the conditions set forth in (H)(3)(a) or (b) following:

* Applies only to customers who were granted TISC upon subscription to a 5-year or 7-year commitment period which began prior to May 30, 2019.

(N)

Effective May 30, 2019, requests for Renewal Option will no longer be accepted.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

(T)

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

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

(i) Customer completes one of the following:

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

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

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

Effective May 30, 2019, requests for Renewal Option will no longer be accepted.

(N)
(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

(T)

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

(ii) (Cont'd)

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

(D)

(D)

Effective May 30, 2019, requests for Renewal Option will no longer be accepted.

(N)
(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

(T)

(D)

(D)

(4) Renewal Option Period

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

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

Effective May 30, 2019, requests for Renewal Option will no longer be accepted.

(N)

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

(T)

(4) Renewal Option Period (Cont'd)

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

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

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

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

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

Effective May 30, 2019, requests for Renewal Option will no longer be accepted.

(N)
(N)

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1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

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

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

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

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

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1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(D)

(D)

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan#

(T)

25.3.1 General

(A) Overview

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

(B) Specific Terms and References

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

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

Effective May 30, 2019, subscription to a new NDP is no longer permitted. The Telephone Company will continue to provide NDP pursuant to this Section 25.3 on any existing NDP that is in-service as of May 30, 2019 (Existing NDPs), subject to the following conditions:

- The Telephone Company will continue to provide Existing NDPs until (i) the customer discontinues NDP; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing NDP is not permitted.

(N)

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

(T)

25.3.1 General (Cont'd)

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

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

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

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

- (12) **Channel Mileage**: shall mean the applicable channel mileage for Qualifying Services (as used in this tariff and FCC11), the applicable Special Transport for Qualifying Services (as used in FCC14), and the applicable Circuit Mileage for Qualifying Services (as used in FCC16) as follows.

Channel Mileage for Special Access DS1 Services and Special Access DS3 Services are described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16.

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

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

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

- (18) **Discount Tier**: shall mean the tier in each of the tables set forth in Section 25.3.4(B) following into which the NDP Customer falls based on the actual quantities of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable.
- (19) **Discount Tier Adjustment**: shall mean the adjustment (if applicable) to a higher or a lower Discount Tier based on the difference (if any) between the NDP Customer's Achieved Discount Tier and Assigned Discount Tier, as calculated during the Annual True-Up Period. See Section 25.3.7(D) for further explanation.
- (20) **Discounted Rate Elements**: shall mean those rate elements of the Qualifying Services that receive a discount under the NDP. A listing of the Discounted Rate Elements is set forth in Section 25.3.5(A) following.
- (21) **Equivalent DS1 CTs**: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following.
- (22) **Equivalent DS1 CMs**: shall mean the total number of equivalent DS1 Channel Miles for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following.
- (23) Reserved.
- (24) **IEF Services**: shall mean, as applicable, either (a) Special Access IntelliLight® Entrance Facilities STS1 terminations (excluding interface options) as described in Section 7.2.15 preceding of this tariff, Section 26.1.4 of FCC11, Section 20.4 of FCC14, and Section 20.4 of FCC16; or (b) Telephone Company provided SONET entrance facility STS1 terminations (excluding interface options) provided by the Telephone Company where such service is technically and operationally feasible, as determined by the Telephone Company.
- (25) **Initial Term**: shall mean the five (5) year initial term of the NDP.
- (26) **Monthly Average Count of Equivalent DS1 CMs**: shall mean the average number of Equivalent DS1 CMs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.3.7(B)(1) following.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

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

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

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(N)

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Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

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

- (33) **Person**: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.
- (34) **Plan Year**: shall mean each 12 month period during the Term of the NDP commencing on the NDP Start Date and each Anniversary Date thereafter, as applicable.
- (35) **Qualifying Services**: shall mean Special Access DS1 Services, Special Access DS3 Services, and IEF Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.3.3 following of this tariff, Section 25.2.3 of FCC11, Section 23.1.3 of FCC14, and Section 22.1.3 of FCC16.
- (36) **Renewal Term**: shall mean any renewed 5-year period of the NDP.
- (37) **Sale Adjustment**: shall mean an adjusted amount of Equivalent DS1 CTs and an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale.
- (38) **Shortfall Penalty**: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level and/or CM Commitment Level, as applicable, during an Annual True-Up Period, as further described in Section 25.3.7(C) following.
- (39) **Special Access DS3 Service**: shall mean Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) of FCC14, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16.
- (40) **Special Access DS1 Service**: shall mean Special Access DS1 High Capacity/1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) of FCC14, and Special Access DS1 High Capacity Service as described in Section 7.11 of FCC16.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

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

- (41) Subscription Date: shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer.
- (42) Telephone Company Sale: shall mean the sale or other divestiture of an operating territory or a portion of an operating territory of a Telephone Company, whereby the Telephone Company no longer provides Qualifying Services in such operating territory or portion of an operating territory.
- (43) Term: shall mean the Initial Term and any Renewal Term(s).
- (44) Upgrade or Upgraded: shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity (e.g., replacement of a Special Access DS3 Service with an IEF Service); or (ii) a Qualifying Service with another Telephone Company provided service of a higher bandwidth or capacity that is not a Qualifying Service (e.g., replacement of a Special Access DS3 Service with an Ethernet Service of a higher bandwidth).
- (45) Upgrade Adjustment: shall mean an adjusted number of Equivalent DS1 CTs and an adjusted number of Equivalent DS1 CMs that were Upgraded by the NDP Customer during the Annual True-Up Period.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

(C) ACNAs Subscribing to NDPs Established Prior to July 16, 2016

- (1) At the time of subscription to NDP, the subscribing customer must include all of its ACNAs in the NDP. The NDP Customer also has the option to include the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)). In this case, the NDP Customer's NDP shall include (i) all of the subscribing customer's ACNA(s); and (ii) all of the ACNA(s) of the Person(s) that the subscribing customer wishes to include in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).
- (2) If, subsequent to the NDP Start Date, the NDP Customer wishes to add one or more ACNA(s) to its NDP for one of the following reasons, then all such ACNA(s) of the NDP Customer or Person(s), as applicable, shall be added to the NDP Customer's NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.
 - (a) NDP Customer (at its option) wishes to include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or
 - (b) NDP Customer or one of the Person(s) who is currently included in the NDP (at its option) has acquired one or more new ACNA(s) and wishes to include such ACNA(s) in the NDP Customer's NDP; or
 - (c) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that are not currently included in the NDP Customer's NDP only when such ACNA(s) were already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) acquired through merger, acquisition, or other transaction that were not currently included in another NDP.
- (3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

(C) ACNAs Subscribing to NDPs Established Prior to July 16, 2016
(Cont'd)

- (4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

Service availability limited. Refer to # footnote on Page 25-40.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

(D) ACNAs Subscribing to NDPs Established on or after July 16, 2016

- (1) At the time of subscription to NDP, the subscribing customer must designate to the Telephone Company its ACNA(s) that it wishes to include in the NDP. The NDP Customer also has the option to include some or all of the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).
- (2) If, subsequent to the NDP Start Date, the NDP Customer adds one or more ACNA(s) to its NDP for one of the following reasons, then the subscribing customer must designate to the Telephone Company those ACNA(s) it wishes to have added to its NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.
 - (a) NDP Customer (at its option) may include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or
 - (b) NDP Customer or one of the Person(s) who is currently included in the NDP has acquired one or more new ACNA(s) and (at its option) wishes to include such ACNA(s) in the NDP Customer's NDP; or
 - (c) NDP Customer (at its option) may include one or more of its ACNA(s) into its NDP that are not currently included in the NDP Customer's NDP; or
 - (d) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that is not currently included in the NDP Customer's NDP and such ACNA(s) was already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) owned by a Person that is not included in the NDP Customer's NDP or ACNA(s) acquired through merger, acquisition, or other transaction that was not currently included in another NDP.
- (3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

(D) ACNAs Subscribing to NDPs Established on or after July 16, 2016
(Cont'd)

- (4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.1 General (Cont'd)

(E) 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 for the ACNA(s) included in the NDP Customer's NDP to other existing or new tariff arrangements (including a contract tariff option (as set forth in Section 21 preceding), an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Term Payment Plans (as set forth in Section 7 preceding) and Commitment Discount Plans (as set forth in Section 25.1.1 preceding) under this tariff, subject to the exceptions set forth in Section 25.3.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other tariff arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.3.13 following) shall apply.
- (a) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract tariff option (as set forth in Section 21 preceding) that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or
- (b) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract tariff option (as set forth in Section 21 preceding) that provides discounts for achieving certain aggregate volume or revenue targets for 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) Reserved.
- (e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan.
- (f) The NDP Customer may concurrently subscribe Qualifying Services ordered on or after July 16, 2016 to other existing or new tariff arrangements as long as said Qualifying Services are for an ACNA that is not included in the NDP Customer's NDP.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.2 Subscription

(A) Subscription Requirements

The NDP Customer's request for subscription to the NDP must be in writing, must be signed by an authorized representative of the NDP Customer, and must be in a manner prescribed by the Telephone Company. In addition, the written request must include all of the following:

(1) NDP Start Date

Notwithstanding a different Subscription Date, the NDP shall start on one of the following dates as determined below:

- (a) If the NDP Customer's Subscription Date to NDP is on or before the fifteenth (15th) calendar day of a month, the NDP Start Date shall be the first (1st) calendar day of the month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 6th. Then, the NDP Start Date is August 1 and discounts under the NDP shall begin on August 11th.
- (b) If the NDP Customer's Subscription Date to NDP is after the 15th calendar day of a month, the NDP Start Date shall be the 1st calendar day of the second calendar month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the second month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the 11th calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 17th. Then, the NDP Start Date is September 1st and discounts under the NDP shall begin on September 11th.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

(T)

25.3.2 Subscription (Cont'd)

(A) (Cont'd)

- (2) Actual Quantities of Channel Terminations and Channel Mileage for Qualifying Services

The Telephone Company shall calculate and provide to the NDP Customer the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP during the month prior to the Subscription Date. The Telephone Company's records regarding the actual number of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP shall be deemed accurate in the case of any discrepancy between the NDP Customer's records and the Telephone Company's records. In accordance with Section 25.3.4 following, the Telephone Company shall derive the Equivalent DS1 CTs and the Equivalent DS1 CMs from the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP.

- (3) Discount Tier

Based on the Equivalent DS1 CTs and Equivalent DS1 CMs determined in (2) above, the Telephone Company will determine the Discount Tier that the NDP Customer falls into in each of the applicable tables set forth in Section 25.3.4(B) following.

- (4) Commitment Matrix and Commitment Levels

The NDP Customer must specify a Commitment Level by selecting from one of the following three (3) Commitment Matrix options: (1) Premier Commitment Matrix, as described in Section 25.3.4(C)(1) following; (2) Standard Commitment Matrix, as described in Section 25.3.4(C)(2) following; and (3) Deluxe Commitment Matrix, as described in 25.3.4(C)(3) following. The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CTs and/or Equivalent DS1 CMs that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (5) BANs

The NDP Customer must specify a BAN, per state (for each operating territory included in this tariff), against which the Telephone Company will apply adjustments (including Shortfall Penalties as set forth in Section 25.3.7(C) following, Discount Tier Adjustments as set forth in Section 25.3.7(D) following, and CBB Discounts as set forth in Section 25.3.7(E) following) associated with the NDP.

- (6) ACNA(s)

For customers subscribing to NDP on or after July 16, 2016, the NDP Customer must specify the ACNA(s) it wishes to include in NDP in accordance with Section 25.3.1(D)(1) preceding.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs.

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC11, and/or FCC14 and/or FCC16, and subscribes to the NDP, the NDP Customer's NDP must include the Qualifying Services in the quantities set forth in (B) following that are purchased under such affected tariffs for the ACNA(s) included in NDP. For each Qualifying Service, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased under all affected tariffs for the ACNA(s) included in NDP.
- (2) The NDP will be administered as a single discount plan across all such tariffs for which a single set of Commitment Levels, Discount Tiers, and Term shall apply.

For example, assume an NDP Customer purchases Special Access DS3 Services under this tariff and under FCC11 and FCC14. In this case, the NDP Customer must subscribe to the NDP all (i.e., 100%) of such Special Access DS3 Services purchased under this tariff and under FCC11 and FCC14 for the ACNA(s) included in the NDP Customer's NDP. The NDP Customer's NDP shall be administered as one discount plan across this tariff, FCC11, and FCC14. Assume further that in Plan Year 2, the NDP Customer purchases Special Access DS1 Services in FCC16. Then, the Telephone Company shall include all (i.e., 100% of such Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.3 Qualifying Services

(B) Qualifying Services

Subject to the terms of Section 25.3.1(D) preceding, the applicable percentage (as listed below) of each Qualifying Service provided by the Telephone Company to the NDP Customer pursuant to this tariff, FCC 11, FCC 14, and FCC 16, for the ACNA(s) included in the NDP Customer's NDP, shall be included in the NDP at the time of subscription to NDP and, as applicable, at any time during the Term when the NDP Customer purchases additional quantities of such Qualifying Services.

- (1) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Terminations;
- (2) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Terminations (including Individual System, 3 System, and Unlimited System configurations in FCC14 and FCC16, and 12 Capacity System configurations in FCC16) ;
- (3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage (see Note 1) ;
- (4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System, and Unlimited System configurations in FCC14, and Individual System, 3 Capacity System, 12 Capacity System and Unlimited System configurations in FCC16) (see Note 1);
- (5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations.

Note 1: The MetroLAN Optional Arrangement in FCC14 and FCC16 is not a Qualifying Service.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.8 preceding, the Special Access DS3 Service, Special Access DS1 Service, or IEF Service will be included in the NDP. The Switched Access Portion for such services of the Shared Use Arrangement will not be included in the NDP or be subject to discounting under the NDP.

(D) Conversion of Qualifying Services

Upon subscription to NDP, all of the NDP Customer's individual circuit-specific term plans for Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, such as Term Pricing Plan(s) offered under Sections 7.4.13 and 7.4.17 preceding, respectively, must be cancelled to include all such services in the NDP. Termination liability as set forth in Sections 7.4.13(D) and 7.4.17(D) preceding, respectively, will not apply to such cancellations.

Additionally, all of the NDP Customer's Commitment Discount Plans for Special Access DS3 Services and Special Access DS1 Services (as offered under Section 25.1 preceding of this tariff and under Section 25.1 of FCC11) (CDP) for the ACNA(s) included in the NDP Customer's NDP, or the affected portion of the CDP, as applicable, for the Special Access DS3 Services and Special Access DS1 Services that are to be included in the NDP, must be cancelled in order to include all such services in the NDP. Such cancellation(s) under this tariff may result in a change(s) to the commitment level of the services remaining under the CDP as further described in Section 25.1 preceding. Termination liability as set forth in Section 25.1.9 preceding will not apply to such cancellations.

Further, all of the NDP Customer's individual circuit-specific term plans and term and volume plans for Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, such as (i) Service Discount Plans (SDPs) as offered under FCC11; (ii) DS1 Term Volume Plan(s) (TVP(s)) and Eight and Ten Year Term DS1 Volume Plan(s) (ETTVP(s)) offered under FCC14; (iii) DS3 TVPs as offered under FCC14; and (iv) DS1 Term Payment Plans (DS1 TPPs) as offered under FCC16, must be cancelled in order to include all such services in the NDP.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

(T)

25.3.3 Qualifying Services (Cont'd)

(E) Addition of Services and Removal of Services

(1) Addition of Services

- (a) The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for the ACNA(s) included in the NDP Customer's NDP at any time during the Term of the NDP. Qualifying Services are added to the NDP for the remainder of the Term (i.e., on a coterminous basis). The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for ACNA(s) not included in NDP only if it adds the ACNA(s) to the NDP Customer's NDP pursuant to Section 25.3.11 following.
- (b) When the NDP Customer adds one or more Special Access DS3 Services or Special Access DS1 Services to NDP at any time during the Term, the Channel Termination nonrecurring charge which applies for such service is \$1.00 per Channel Termination added.
- (c) When the NDP Customer adds one or more IEF Services during the Term of the NDP, the added IEF Service will be added to the NDP solely for the purpose of calculating the number of Equivalent DS1 CTs and/or the number of Equivalent DS1 CMs used to administer the NDP.

(2) Removal of Services

- (a) When the NDP Customer removes one or more Special Access DS3 Services or Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, but not all Special Access DS3 Services and Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP, from NDP at any time during the Term, no termination liability charge applies.
- (b) When the NDP Customer removes one or more IEF Services for the ACNA(s) included in the NDP Customer's NDP, no termination liability under this Section 25.3 applies. However, the NDP Customer may be subject to termination liability under its applicable term plan for IEF Service.
- (c) When the NDP Customer removes all Special Access DS3 Services and all Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP from the NDP (i.e., the NDP Customer cancels its NDP in its entirety), termination liability applies in accordance with Section 25.3.13 following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs

In order to establish Commitment Levels and Discount Tiers, Equivalent DS1 CTs and Equivalent DS1 CMs must be determined. Based on the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.3.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs and Equivalent DS1 CMs.

(1) The Equivalent DS1 CTs shall be calculated as follows:

- (Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service across this tariff and FCC11, FCC14, and FCC16, as applicable, for the ACNA(s) included in the NDP Customer's NDP.
- (Step 2) Multiply the actual quantity of Channel Terminations for such Qualifying Service by 100% if the Qualifying Service is Special Access DS1 Service, Special Access DS3 Services, or an IEF Service.
- (Step 3) Using Table 1, below, multiply (a) the applicable number in the column entitled "DS1 CT Multiplier" below; by (b) the number derived in Step 2 above.
- (Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.
- (Step 5) Add the product of all of the equivalent Channel Terminations for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 1: Calculation of Equivalent DSI CTs.

<u>Qualifying Service</u>	<u>DS1 CT Multiplier</u>
STS1 level	28
DS3 level	28
DS1 level	1

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) The Equivalent DS1 CMs shall be calculated as follows:

(Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service across this tariff and FCC11, FCC14, and FCC16, as applicable, for the ACNA(s) included in the NDP Customer's NDP.

(Step 2) Multiply the actual quantity of Channel Mileage for such Qualifying Service by 100% if the Qualifying Service is a Special Access DS1 Service or a Special Access DS3 Services.

(Step 3) Using Table 2, below, multiply (a) the applicable number in the column entitled "DS1 CM Multiplier" below; by (b) the number derived in Step 2 above.

(Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.

(Step 5) Add the product of all of the equivalent Channel Mileage for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 2: Equivalent DSI CMs.

<u>Qualifying Service</u>	<u>DS1 CM Multiplier</u>
STS1 level	N/A
DS3 level	28
DS1 level	1

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) (Cont'd)

As an example of the above, assume that NDP Customer has Channel Terminations for the ACNA(s) included in the NDP Customer's NDP in the following quantities:

- 200 IEF STS1 Channel Terminations
- 800 DS3 Channel Terminations
- 3,000 DS1 Channel Terminations

The Equivalent DS1 CTs would be determined as follows:

Channel Termination		DS1 CT Multiplier		Equivalent DS1 CTs
200 IEF STS1s	X	28	=	5,600
800 DS3 CTs	X	28	=	22,400
3000 DS1 CTs	X	1	=	3,000

Total Equivalent DS1 CTs = 31,000

Further assume that NDP Customer has Channel Mileage for the ACNA(s) included in the NDP Customer's NDP in the following quantities:

- 5,000 DS3 Channel Miles
- 75,000 DS1 Channel Miles

The Equivalent DS1 CMs would be determined as follows:

Channel Mileage		DS1 CM Multiplier		Equivalent DS1 CMs
5,000 DS3 CMs	X	28	=	140,000
75,000 DS1 CMs	X	1	=	75,000

Total Equivalent DS1 CMs = 215,000

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(B) Discount Tier Tables

- (1) The Equivalent DS1 CTs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CTs</u>	<u>Discount Tier</u>
0 - 30,000	A
30,001 - 60,000	B
60,001 - 120,000	C
120,001 - 195,000	D
195,001 - 275,000	E
275,001 - 350,000	F
350,001 - 420,000	G
420,001 - 485,000	H
485,001 - 550,000	I
550,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.3.5(B) following) to be applied to the Channel Termination and multiplexer Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.3.7 following.

- (2) The Equivalent DS1 CMs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CMs</u>	<u>Discount Tier</u>
0 - 125,000	A
125,001 - 250,000	B
250,001 - 500,000	C
500,001 - 950,000	D
950,001 - 1,550,000	E
1,550,001 - 2,150,000	F
2,150,001 - 2,850,000	G
2,850,001 - 3,450,000	H
3,450,001 - 3,850,000	I
3,850,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.3.5(B) following) to be applied to the Channel Mileage Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.3.7 following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(C) As of the Subscription Date, and at the beginning of any Renewal Term (unless the NDP Customer chooses the Renewal Benefit Option as described in Section 25.3.14(C) following), the NDP Customer must specify a Commitment Matrix by selecting from one of the following three (3) Commitment Matrix options. The NDP Customer's selection of the Commitment Matrix option shall apply to both the CT Commitment Level and to the CM Commitment Level. The NDP Customer may not select a different Commitment Matrix for the CT Commitment Level and a different Commitment Matrix for the CM Commitment Level.

- (i) Premier Commitment Matrix, as described in Section (C)(1) following;
- (ii) Standard Commitment Matrix, as described in Section (C)(2) following; and
- (iii) Deluxe Commitment Matrix, as described in Section (C)(3) following.

The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CMs and/or Equivalent DS1 CTs (as calculated in Section 25.3.4(A) preceding) that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (1) If Premier Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 90%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 90%. If the NDP Customer chooses the Premier Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B)(2) following.
- (2) If Standard Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 85%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 85%. If the NDP Customer chooses the Standard Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B)(1) following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd) (T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(C) (Cont'd)

- (3) If Deluxe Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.3.4(A) preceding) by 92%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.3.4(A) preceding) by 92%. If the NDP Customer chooses the Deluxe Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.3.5(B)(3) following.

Service availability limited. Refer to # footnote on Page 25-40. (N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(C) (Cont'd)

- (4) Where the calculation in (1), (2) or (3) preceding results in a fraction of an Equivalent DS1 CT or a fraction of an Equivalent DS1 CM, standard rounding practices shall apply. For example, if there are 9,999.4 Equivalent DS1 CTs, the Telephone Company will round down to 9,999 whole Equivalent DS1 CTs. Similarly, if there are 9,999.5 Equivalent DS1 CTs, the Telephone Company will round up to 10,000 whole Channel Terminations.
- (5) As an example, assume that at the time of subscription to the NDP, the NDP Customer had 31,020.04 Equivalent DS1 CTs, and 215,125.17 Equivalent DS1 CMs. In this case, the NDP Customer would fall into Discount Tier B for Channel Terminations and Discount Tier B for Channel Mileage. Assume further that the NDP Customer chose the Standard Commitment Matrix. Using the table in Section 25.3.5(B)(1) following, in Plan Year 1, the NDP Customer would receive a discount of 33% (i.e., Discount Tier B) on its Special Access DS1 Channel Terminations, and 31% (i.e., Discount Tier B) on its Special Access DS3 Channel Mileage. The Telephone Company would also establish a Commitment Level for Channel Terminations at 26,367 (i.e., 85% multiplied by 31,020.04, with the result rounded down), and a Commitment Level for Channel Mileage at 182,856 (i.e., 85% multiplied by 215,125.17, with the result rounded down).
- (6) Changes to the Commitment Matrix
- (a) Changes during an Initial Term or a Renewal Term, as applicable.
- If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable. If the NDP Customer has selected either the Standard Commitment Matrix or the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up as set forth in Section 25.3.7(G) following.
- (b) Changes at the end of an Initial Term or a Renewal Term, as applicable.
- At the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as such NDP Customer does not also concurrently select the Renewal Benefit Option as set forth in Section 25.3.14(C) following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

- (D) Although IEF Services are used in determining the DS1 Equivalent CTs, rate elements for IEF Services are not Discounted Rate Elements (i.e., rate elements for such services are not discounted under NDP).
- (E) The initial Commitment Level(s) established as of the NDP Start Date, or upon renewal of the NDP, as applicable, will not change during the Term of the NDP, unless one of the following is in effect:
- (1) If the NDP Customer's count of Equivalent DS1 CTs and/or count of Equivalent DS1 CMs exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.3.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.3.7(B)(2)(b) following; or
 - (2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.3.4(C)(5) preceding; or
 - (3) If the NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.3.7(E) following; or
 - (4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.3.11 following or Section 25.3.12 following, respectively.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount

(A) Discounted Rate Elements

The discounts provided under the NDP shall only be provided for the ACNA(s) included in the NDP Customer's NDP on the following Discounted Rate Elements:

- (1) The following Discounted Rate Elements from this tariff are included in NDP
 - (a) Special Access DS1 Service Channel Terminations, Basic Service, Section 7.5.9(A) preceding, as determined in accordance with Section 14.7 preceding.
 - (b) Special Access DS1 Service Channel Mileage, Basic Service, Section 7.5.9(B) preceding, as determined in accordance with Section 14.7 preceding.
 - (c) Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (d) Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (e) Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.
 - (f) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 7.5.9(A) preceding, as determined in accordance with Section 14.7 preceding.
 - (g) Special Access DS3 Service Channel Mileage, Banded Base Rates, as applicable, Section 7.5.9(B)(1)(e)(ii) preceding.
 - (h) Special Access DS3 Service Channel Mileage, Base Rates, as applicable, Section 7.5.9(B)(1)(e)(i) preceding, as determined in accordance with Section 14.7 preceding.
 - (i) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 7.5.9(C) preceding, as determined in accordance with Section 14.7 preceding.

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(N)

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

- (2) The following Discounted Rate Elements from FCC11 are included in NDP.
- (a) Special Access DS1 Service Channel Terminations, Section 30.7.9(A)(1)(a) and Section 31.7.9(A)(1)(a) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (b) Special Access DS1 Service Channel Mileage, Section 30.7.9(B)(2) and Section 31.7.9(B)(2) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (c) Special Access DS1 Service DS1 to Voice Multiplexing in New York/Connecticut, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (d) Special Access DS1 Service DS1 to DS0 Multiplexing in New York/Connecticut, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (e) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 30.7.9(A)(1)(c) and Section 31.7.9(A)(1)(c) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (f) Special Access DS3 Service optical and electrical Channel Mileage, Banded Base Rates, as applicable, Section 31.7.9(B)(4) of FCC11.
 - (g) Special Access DS3 Service optical and electrical Channel Mileage, Base Rates, as applicable, Section 30.7.9(B)(4) and Section 31.7.9(B)(4) of FCC11, as determined in accordance with Section 15.3 of FCC11.
 - (h) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 30.7.9(C)(1) and Section 31.7.9(C)(1) of FCC11, as determined in accordance with Section 15.3 of FCC11.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

- (3) The following Discounted Rate Elements from FCC14 are included in NDP.
- (a) Special Access High Capacity DS1 (1.544 Mbps) Facilities - SAL rate elements of a Standard Arrangement as specified in Section 5.7.7 of FCC14, as determined in accordance with Section 19.1 of FCC14.
 - (b) Special Access High Capacity DS1 (1.544 Mbps) Facilities - Special Transport Facility and Termination rate elements of a Standard Arrangement as specified in Section 5.7.7(A) of FCC14, as determined in accordance with Section 19.1 of FCC14 (see Note 2).
 - (c) Special Access High Capacity DS3 (44.736 Mbps) Facilities - SAL rate elements of an Individual System or a 3 System configuration (with or without Telephone Company electronics) as specified in Sections 5.7.10 and 5.7.12 of FCC14, respectively, as determined in accordance with Section 19.1 of FCC14 (see Note 3).
 - (d) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Banded Special Transport rate elements of an Individual System, a 3 System, or an Unlimited System configuration as set forth in Section 5.7.14(C) of FCC14.
 - (e) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities (as set forth in Section 5.7.14(A) of FCC14) and 44.736 Mbps Terminations (as set forth in Section 5.7.14(B) of FCC14) of an Individual System, a 3 System or an Unlimited System configuration, as determined in accordance with Section 19.1 of FCC14.

Note 2: All Special Transport rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All SAL rate elements of an Unlimited System are not Discounted Rate Elements.

Service availability limited. Refer to # footnote on Page 25-40.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

- (4) The following Discounted Rate Elements from FCC16 are included in NDP.
- (a) Special Access High Capacity DS1 Service - Circuit Termination rate elements as specified in Section 7.11.5(A) of FCC16.
 - (b) Special Access High Capacity DS1 Service - Fixed and Per Mile Circuit Mileage rate elements as specified in Section 7.11.5(G) of FCC16 (see Note 2).
 - (c) Special Access High Capacity DS3 Service - Circuit Termination rate elements of an Individual System or a 3 Capacity System configuration (with or without Telephone Company electronics) as specified Section 7.11.5(E) of FCC16 (see Note 3).
 - (d) Special Access High Capacity DS3 Service - Banded Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration as specified in Section 7.11.5(J) of FCC16.
 - (e) Special Access High Capacity DS3 Service - Fixed and Per Mile Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration as specified in Section 7.11.5(J) of FCC16.

Note 2: All Circuit Mileage rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All Circuit Termination rate elements of an Unlimited System, a 12 Capacity System, or a 24 Capacity System are not Discounted Rate Elements.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

- (B) The percentage of the discount applied to the Discounted Rate Elements set forth below during the Term is determined by the Discount Tier, NDP Customer's selection of the Standard Commitment Matrix, the Premier Commitment Matrix, or the Deluxe Commitment Matrix, and the Plan Year. Discount Tiers may change at an Annual True-Up as set forth in Section 25.3.7 following (e.g., Discount Tier may change at an Annual True-Up).

(1) **Standard Commitment Level Discount Percentages & Plan Year**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CT	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS3 Mux	25.00%	25.25%	25.35%	25.45%	25.55%
DS1 CM	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 CM	29.00%	29.25%	29.35%	29.45%	29.55%
Discount Tier B					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	31.50%	31.75%	31.85%	31.95%	32.05%
DS1 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS1 CM	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CM	31.00%	31.25%	31.35%	31.45%	31.55%
Discount Tier C					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS3 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 CM	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CM	33.00%	33.25%	33.35%	33.45%	33.55%

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) **Standard Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CM	35.00%	35.25%	35.35%	35.45%	35.55%
Discount Tier E					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CM	36.50%	36.75%	36.85%	36.95%	37.05%
Discount Tier F					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier G					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%

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(N)

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) **Standard Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS1 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS3 Mux	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.00%	39.25%	39.35%	39.45%	39.55%
Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.50%	44.75%	44.85%	44.95%	45.05%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%
Discount Tier J					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%

Service availability limited. Refer to # footnote on Page 25-40.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS3 Mux	26.00%	26.25%	26.35%	26.45%	26.55%
DS1 CM	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 CM	30.00%	30.25%	30.35%	30.45%	30.55%
Discount Tier B					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	32.50%	32.75%	32.85%	32.95%	33.05%
DS1 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS1 CM	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CM	32.00%	32.25%	32.35%	32.45%	32.55%
Discount Tier C					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CM	34.00%	34.25%	34.35%	34.45%	34.55%

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CM	36.00%	36.25%	36.35%	36.45%	36.55%
Discount Tier E					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier F					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%
Discount Tier G					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) **Premier Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%
Discount Tier I					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.50%	40.75%	40.85%	40.95%	41.05%
DS1 Mux	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS1 CM	45.50%	45.75%	45.85%	45.95%	46.05%
DS3 CM	40.50%	40.75%	40.85%	40.95%	41.05%
Discount Tier J					
DS1 CT	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS1 Mux	37.50%	37.75%	37.85%	37.95%	38.05%
DS3 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 CM	46.00%	46.25%	46.35%	46.45%	46.55%
DS3 CM	41.00%	41.25%	41.35%	41.45%	41.55%

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) **Deluxe Commitment Level Discount Percentages & Plan Year**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier B					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier C					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) **Deluxe Commitment Level Discount Percentages & Plan Year**
(Cont'd)

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier E					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier F					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier G					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

(3) **Deluxe Commitment Level Discount Percentages & Plan Year
(Cont'd)**

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%
Discount Tier J					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS3 Mux	10.00%	10.25%	10.35%	10.45%	10.55%
DS1 CM	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CM	46.00%	46.25%	46.35%	46.45%	46.55%

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.6 Special Access DS3 Service Channel Mileage Rates

- (A) Special Access DS3 Service Channel Mileage Banded Base Rates set forth in Section 7.5.9(B)(1)(e)(ii) preceding will apply to Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP that are provided between two serving wire centers of the same Verizon Telephone Company, and to the following configurations in which Special Access DS3 Service is jointly provided by more than one Verizon Telephone Company under the provisions of Section 2.4.7 preceding.
- Special Access DS3 Services provided jointly by Verizon Pennsylvania LLC and Verizon Delaware LLC in LATA 228.
 - Special Access DS3 Services provided jointly by Verizon Maryland LLC and Verizon Washington D.C. Inc. or by Verizon Maryland LLC and Verizon Virginia LLC in LATA 236.
 - Special Access DS3 Services provided jointly by Verizon Washington D.C. Inc. and Verizon Virginia LLC in LATA 236.
 - Special Access DS3 Services provided jointly by Verizon New Jersey Inc. and Verizon Pennsylvania LLC in the Southern Corridor between New Jersey and Pennsylvania.
- (B) Except as set forth in (A) preceding, the Channel Mileage Base Rates set forth in Section 7.5.9(B)(1)(e)(i) preceding apply to all other Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP that are included in the NDP and provided between (i) two (2) Verizon Telephone Companies; or (ii) between a Verizon Telephone Company and another exchange telephone company in accordance with Section 2.4.7 preceding. For example, the Base Rates as set forth in Section 7.5.9(B)(1)(e)(i) preceding would apply to the Verizon New Jersey Inc. portion of a Special Access DS3 Service provided between a point in the North Jersey LATA and a point in the New York Metropolitan LATA of the New York and New Jersey Corridor.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up

After each Anniversary Date during the Term, the Telephone Company will conduct an Annual True-Up which shall be used to determine the NDP Customer's compliance with its established Commitment Levels and Discount Tiers for the Annual True-Up Period.

- (A) The Annual True-Up shall consist of the following steps which shall be conducted by the Telephone Company in the following order:
- (1) Calculate the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, each as described in Section 25.3.7(B) following; and
 - (2) Compare the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level, and the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level to determine if the NDP Customer (a) has met its applicable Commitment Level(s); or (b) has exceeded its applicable Commitment Level(s), as each is described in (B) following; and
 - (3) If the NDP Customer has not met its CT Commitment Level and/or CM Commitment Level, as applicable, then calculate the Shortfall Penalty that is due in accordance with Section 25.3.7(C) following. If the NDP Customer has exceeded its CT Commitment Level or CM Commitment Level, as applicable, then calculate any adjustment to one or both Commitment Level(s) in accordance with Section 25.3.7(B) following; and
 - (4) Determine if the Achieved Discount Tier is the same as the Assigned Discount Tier. For an NDP Customer under a Standard Commitment Matrix or Premier Commitment Matrix, if the Assigned Discount Tier is different than the Achieved Discount Tier, then the Telephone Company shall calculate the applicable Discount Tier Adjustment in accordance with Section 25.3.7(D) following. No Discount Tier Adjustment is calculated for an NDP Customer under a Deluxe Commitment Matrix; and
 - (5) Assuming the NDP Customer is eligible for the Commitment Buy-Up Bonus for either its CT Commitment Level or CM Commitment Level, or both, and the NDP Customer elects to exercise such Commitment Buy-Up Bonus Option, the Telephone Company will calculate the applicable CBB Discount in accordance with Section 25.3.7(E) following. No later than thirty (30) calendar days prior to the Anniversary Date of its NDP, the NDP Customer must notify the Telephone Company in writing of its intent to exercise the Commitment Buy-Up Bonus Option.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(A) (Cont'd)

- (6) If the NDP Customer added or removed one or more ACNA(s) under Section 25.3.11 or Section 25.3.12 following, respectively, during the Annual True-Up Period, the Telephone Company will adjust the CT Commitment Level and/or CM Commitment Level, as applicable, to reflect such added or removed ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP, the NDP Customer must notify the Telephone Company in writing of any such changes to its ACNAs.
- (7) Subject to the requirements set forth in Section 25.3.7(F) following, assign the Discount Tiers applicable to the next Plan Year; and
- (8) Assuming the NDP Customer qualifies for a change from the Standard Commitment Matrix to the Deluxe Commitment Matrix or the Premier Commitment Matrix, or for a change from the Deluxe Commitment Matrix to the Premier Commitment Matrix, and the NDP Customer elects to make such change, the Telephone Company will calculate and set the new Commitment Levels associated with the choice of a Deluxe Commitment Matrix or a Premier Commitment Matrix, as applicable, and Discount Tiers in accordance with Section 25.3.7(G) following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels

- (1) The Telephone Company will calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP that were in service for each month of the Annual True-Up Period. The Monthly Average Count of Equivalent DS1 CTs is calculated as follows:

(Step 1) add the actual number of Equivalent DS1 CTs for Qualifying Services purchased for the ACNA(s) included under the NDP for each month of the Annual True-Up Period (including any Equivalent DS1 CTs that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.9.5 preceding);

(Step 2) add the result from Step 1 preceding to the quantities of Equivalent DS1 CTs determined in (i) and (ii) following:

- (i) the Upgrade Adjustment, as calculated in accordance with Section 25.3.7(H) following, for any Qualifying Service(s) that has been Upgraded ; and/or
- (ii) the Sale Adjustment, as calculated in accordance with Section 25.3.10 following, for any Qualifying Service(s) which are affected by a Telephone Company Sale;

(Step 3) divide the number derived in Step 2 preceding by 12 months.

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(N)

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Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels (Cont'd)

(1) (Cont'd)

A similar calculation is performed by the Telephone Company for calculating the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP by using Equivalent DS1 CMs for the ACNA(s) included in the NDP Customer's NDP instead of using Equivalent DS1 CTs.

- (2) The Telephone Company will compare the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level, and the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CT Commitment Level, then the NDP Customer shall be deemed to have met its CT Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CMs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CM Commitment Level, then the NDP Customer shall be deemed to have met its CM Commitment Level.

- (a) Where the NDP Customer has met its CT Commitment Level and/or CM Commitment Level, as applicable, but has not exceeded such Commitment Level by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is less than 160% of the applicable Commitment Level), no action is required. An NDP Customer who elected the Premier Commitment Matrix may be eligible to voluntarily increase (buy up) its CT Commitment Level and/or its CM Commitment Level as specified in Section 25.3.7(E) following.

- (b) Where the NDP Customer has exceeded its CT Commitment Level and/or its CM Commitment Level, as applicable, by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is more than 160% of its applicable Commitment Level), the exceeded Commitment Level(s) will be adjusted as follows:

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

- (1) Where the NDP Customer elected the Standard Commitment Matrix, and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to eighty-five percent (85%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. Any adjustments to the CT Commitment Level, as described in this Section (B)(2)(b)(1), is made independent of any adjustment to the CM Commitment Level.
- (2) Where the NDP Customer elected the Premier Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety percent (90%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B)(2)(b)(2), is made independent of an adjustment to the CM Commitment Level.
- (3) Where the NDP Customer elected the Deluxe Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety-two percent (92%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B)(2)(b)(3), is made independent of an adjustment to the CM Commitment Level.
- (3) Where the NDP Customer has not met its CT Commitment Level and/or has not met its CM Commitment Level, as applicable, a Shortfall Penalty as set forth in Section 25.3.7(C) following applies to each missed Commitment Level.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty

A Shortfall Penalty is assessed against (i) the CT Commitment Level when the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is less than the CT Commitment Level; or (ii) the CM Commitment Level is less than the NDP Customer's Monthly Average Count of Equivalent DS1 CMs. There are two methods (i.e., Option 1 or Option 2) of determining and calculating the Shortfall Penalty. The Telephone Company will calculate the Shortfall Penalty using both methods and apply the method that produces the lesser Shortfall Penalty.

(1) Option 1 Shortfall Penalty Method and Calculation

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.3.7(B)(1) preceding.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) Option 1 Shortfall Penalty Method and Calculation (Cont'd)

(Step 2) Determine the Monthly Shortage of Equivalent DS1 CTs and/or the Monthly Shortage of Equivalent DS1 CMs, as applicable.

(a) The NDP Customer's Monthly Shortage of Equivalent DS1 CTs will be determined by subtracting (i) the Monthly Average Count of Equivalent DS1 CTs determined in Step 1; from (ii) the CT Commitment Level.

(b) The NDP Customer's Monthly Shortage of Equivalent DS1 CMs will be determined by subtracting (i) the Monthly Average Count of Equivalent DSM CTs determined in Step 1; from (ii) the CM Commitment Level.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT and/or the Average Monthly Rate per Equivalent DS1 CM, as applicable.

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (this tariff and FCC11 only) Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CTs calculated in Step 1.

(b) The Average Monthly Rate per Equivalent DS1 CM is calculated by (i) adding the total Monthly Charges billed for all Channel Mileage Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CMs calculated in Step 1.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

(T)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) Option 1 Shortfall Penalty Method and Calculation (Cont'd)

(Step 4) Calculate the Shortfall Penalty for the CT Commitment Level and/or the CM Commitment Level, as applicable.

- (a) The Telephone Company will calculate the Shortfall Penalty for the CT Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CT calculated in Step 3; and by (iii) twelve (12) months.
- (b) The Telephone Company will calculate the Shortfall Penalty for the CM Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CM calculated in Step 3; and by (iii) twelve (12) months.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)(C) Shortfall Penalty (Cont'd)

(2) As an illustrative example of the Option 1 Shortfall Penalty calculation for the CT Commitment Level, assume that at an Annual True-Up, an NDP Customer who selected the Premier Commitment Matrix had the following results: (i) the NDP Customer has met but has not exceeded by more than 60% its CM Commitment Level of 75,000 Equivalent DS1 CMs; (ii) the NDP Customer has not met its CT Commitment Level of 120,000 Equivalent DS1 CTs; and (iii) the Monthly Average Count of Equivalent DS1 CTs is 118,000. No Shortfall Penalty is applicable to the NDP Customer's CM Commitment Level since the NDP Customer has met its CM Commitment Level. Shortfall Penalty is due on the CT Commitment Level and is calculated as follows (using Steps 1-4 above):

- (Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs. In this example, this number is 118,000 Equivalent DS1 CTs.
- (Step 2) Calculate the Monthly Shortage of Equivalent DS1 CTs. [120,000 Commitment Level - 118,000 Monthly Average Count of Equivalent DS1 CTs = 2,000 Equivalent DS1 CTs]
- (Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT. In this example, assume that the sum of the total Monthly Charges billed for all Channel Termination and multiplexing Discounted Rate Elements during each month of the Annual True-Up Period is \$150,000,000. The Average Monthly Rate per Equivalent DS1 CT is \$105.93. [\$150,000,000/12 months/118,000 Monthly Average Count of Equivalent DS1 CTs]
- (Step 4) Calculate the Shortfall Penalty. The Shortfall Penalty is \$2,542,320 (the Monthly Shortage of 2,000 Equivalent DS1 CTs x \$105.93 Average Monthly Rate per Equivalent DS1 CT x 12 months).

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)(C) Shortfall Penalty (Cont'd)

(3) Option 2 Shortfall Penalty Method and Calculation

The Shortfall Penalty for Equivalent DS1 CTs will be an amount equal to the difference between (1) the Channel Termination Revenue Cap and (2) the actual total dollar Channel Termination revenue for Equivalent DS1 CTs in each of the twelve (12) months of the true-up period. The Shortfall Penalty for Equivalent DS1 CMs will be an amount equal to the difference between (1) the Channel Mileage Revenue Cap and (2) the actual total dollar Channel Mileage revenue for Equivalent DS1 CMs in each of the twelve (12) months of the true-up period. The Telephone Company will calculate the difference as follows:

(Step 1) The Telephone Company will first determine the Channel Termination Revenue Cap by multiplying the total discounted monthly revenues associated with all in-service channel termination rate elements for Equivalent DS1 CTs for month one of the NDP by the appropriate Commitment Level percentage (e.g., 92% for Deluxe)(CT Revenue Cap). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CT Revenue Cap. The adjusted CT Revenue Cap will be used beginning with the month in which the Commitment Level was changed.

(Step 2) The Telephone Company will then determine the actual channel termination revenues by calculating the total discounted monthly revenues associated with all in-service Equivalent DS1 CT rate elements for each month of the twelve (12) month true-up period.

(Step 3) For each month of the twelve (12) month true-up period, subtract the actual channel termination revenues from the CT Revenue Cap.

(Step 4) The Telephone Company will determine the Channel Mileage Revenue Cap by multiplying the total discounted monthly revenues associated with all in-service channel mileage rate elements for Equivalent DS1 CMs for month one of NDP by the appropriate Commitment Level percentage (e.g., 92% for Deluxe) (CM Revenue Cap). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CM Revenue Cap. The adjusted CM Revenue Cap will be used beginning with the month in which the Commitment Level was changed.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(3) Option 2 Shortfall Penalty Method and Calculation (Cont'd)

(Step 5) The Telephone Company will then determine the actual channel mileage revenues associated with all in-service Equivalent DS1 CM rate elements for each month of the twelve (12) month true-up period.

(Step 6) For each month of the twelve (12) month true-up period, subtract the actual channel mileage revenues from the CM Revenue Cap.

(Step 7) To determine the amount due from the NDP Customer, the Telephone Company will sum the amounts calculated in Step 3 and Step 6. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

- (4) The Telephone Company will apply the lesser Shortfall Penalty calculated in (C)(1) or (C)(3) preceding to the BANS designated by the NDP Customer under Section 25.3.2(C)(5) preceding. The Shortfall Penalty is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing such Shortfall Penalty is not paid by the payment date.

(D) Discount Tier Adjustment

- (1) At each Annual True-Up, the Telephone Company will automatically adjust the Discount Tier(s) if the Achieved Discount Tier is a higher or a lower Discount Tier than the Assigned Discount Tier that was in effect during the Annual True-Up Period. Such action shall be referred to as the Discount Tier Adjustment. The Achieved Discount Tier and the Assigned Discount Tier are independently determined for Channel Terminations and Channel Mileage. For NDP Customers who elected either the Standard Commitment Matrix or the Premier Commitment Matrix, the Discount Tier Adjustment is set forth in Step 1 through Step 6 of (D)(2) following, the result of which may be an increase or decrease in the discount percentage that was applied during the Annual True-Up Period, and shall be reflected as a credit or debit on the NDP Customer's bill.

- (2) A Discount Tier Adjustment is calculated as follows:

- (Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.3.7(B)(1) preceding.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 2) Determine the Achieved Discount Tiers for the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, respectively.

- (a) Using the Equivalent DS1 CT table set forth in Section 25.3.4(B)(1) preceding, (a) find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CTs determined in Step 1 above; and
- (b) Using the Equivalent DS1 CM table set forth in Section 25.3.4(B)(2) preceding, find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CMs determined in Step 1 above.

If an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is the same Discount Tier as the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, no Discount Tier Adjustment will be made. In this case, Step 3 through Step 6 following do not apply.

For NDP Customers who elected the Standard Commitment Matrix or the Premier Commitment Matrix, if an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is a higher or lower Discount Tier than the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, a Discount Tier Adjustment (as calculated in Steps 3 through Step 6) following applies.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts.

The Non-Discounted Billed Amount(s) are (a) the total Monthly Charges for the Channel Termination and multiplexer Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period if the discount percentages as set forth in Section 25.3.5(B) preceding were not applied; or (b) the total Monthly Charges for the Channel Mileage Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period, if the discount percentages as set forth in Section 25.3.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 25.3.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

- (1) Calculate the Non-Discounted Billed Amount for Special Access DSL Service Channel Termination Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

As an illustrative example, assume the total Monthly Charges billed for such Channel Terminations was \$12,000,000 and, pursuant to the discount tables set forth in Section 25.3.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been $\$12,000,000 / (1 - 0.36) = \$18,750,000$.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (2) Calculate the Non-Discounted Billed Amount for the Special Access DS1 Service multiplexer Discounted Rate Elements of this tariff and FCC11 (New York and Connecticut only) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (3) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (4) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service multiplexer Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (5) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service SAL Discounted Rate Elements under FCC14 and Special Access DS1 Service Circuit Termination Discounted Rate Elements under FCC16 by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (6) Calculate the Non-Discounted Billed Amount for Special Access DS3 SAL Discounted Rate Elements under FCC14 and Special Access DS3 Service Circuit Termination Discounted Rate Elements under FCC16 by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (7) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Mileage Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (8) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Mileage (including Banded Channel Mileage and Base Rate Channel Mileage) Discounted Rate Elements across this tariff and FCC11 by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (9) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Special Transport Discounted Rate Elements under FCC14 and Special Access DS1 Service Circuit Mileage under FCC16 by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.
- (10) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Special Transport (including Banded Special Transport and Special Transport) Discounted Rate Elements under FCC14 and Special Access DS3 Service Circuit Mileage (including Banded Circuit Mileage and Circuit Mileage) under FCC16 by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 4) Calculate the difference in the discount percentages.

For each of the Discounted Rate Element categories specified in (1) through (10) of Step 3 above, using the discount percentages set forth in 25.3.5(B) preceding, individually calculate the difference between (i) the discount percentage of the Achieved Discount Tier; and (ii) the discount percentage of the Assigned Discount Tier.

For example, if the Assigned Discount Tier for Channel Terminations in this tariff and FCC11 under category (1) of Step 3 preceding has a discount percentage of 36% and the Achieved Discount Tier for category (1) of Step 3 preceding has a discount percentage of 35%, then the difference in the discount percentages is 1%.

(Step 5) Individually calculate the dollar amount of the Discount Tier Adjustments.

For each Discounted Rate Element category specified in (1) through (10) of Step 3 above, individually calculate the dollar amount of the Discount Tier Adjustment by multiplying (i) the Non-discounted Billed Amount calculated for each Discounted Rate Element category in Step 3 above; by (ii) the difference in the discount percentage determined in Step 4 above for such Discounted Rate Element category.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 6) Calculate the total Discount Tier Adjustment for the NDP.

- (1) Add the total of the Discount Tier Adjustments for the Channel Termination and multiplexer rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Terminations and multiplexers.
- (2) Add the total of the Discount Tier Adjustments for the Channel Mileage rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Mileage.
- (3) For NDP Customers who elected the Standard Commitment Matrix or the Premier Commitment Matrix, Discount Tier Adjustments may result in a debit adjustment or credit adjustment to the NDP Customer's bill. The Telephone Company will apply the Discount Tier Adjustment calculated in (D)(2)(a) preceding to the BAN(s) designated by the NDP Customer under Section 25.3.2(C)(5) preceding. The Discount Tier Adjustment is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing a debit Discount Tier Adjustment is not paid by the payment date.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

- (4) As an illustrative example of an adjustment to a higher Discount Tier for Channel Terminations, assume that (i) the NDP Customer is under the Premier Commitment Matrix; and (ii) the Assigned Discount Tier for Channel Terminations is Discount Tier D (120,001 to 195,000 Equivalent DS1 CTs) which provides a 36% discount for DS1 Channel Terminations; and (iii) no Discount Tier Adjustment is required for Channel Mileage because the NDP Customer's Achieved Discount Tier is the same as the Assigned Discount Tier for the Annual True-Up Period (i.e., the Telephone Company will disregard categories (7) through (10) of Step 3 in Section 25.3.7(D)(3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 25.3.7(B)(1) preceding. In this example, assume that this number is calculated as 201,000 Equivalent DS1 CTs.

(Step 2) Determine the Achieved Discount Tier in accordance with category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations under this tariff and FCC11 is Tier E (195,001 to 275,000 which has a 37% discount). Since the Monthly Average Count of Equivalent DS1 CTs is 201,000 Equivalent DS1 CTs, the corresponding Achieved Discount Tier for Channel Terminations is Tier E (195,001 to 275,000 which has a corresponding discount percentage of 37% discount).

Since the Achieved Discount Tier (Tier E) is a higher Discount Tier than the Assigned Discount Tier (Tier D), proceed with Steps 3 through 6 of Section 25.3.7(D)(2)(a) preceding.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts for each Channel Termination and multiplexer Discounted Rate Element category specified in Step 3 of Section 25.3.7(D)(2)(a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding), is calculated as follows:

- (1) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations under this tariff and FCC11 is \$12,000,000.
- (ii) Remove the discount associated with the Assigned Discount Tier [$\$12,000,000 / (1 - 0.36) = \$18,750,000$].

The monthly Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding) is \$18,750,000.

In accordance with Step 3 of Section 25.3.7(D)(2)(a) preceding, calculate the monthly Non-Discounted Billed Amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding).

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 4) Calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for the Channel Termination Discounted Rate Elements in this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding). For this Discounted Rate Element category, the difference is calculated as follows: [37% Achieved Discount Tier - 36% Assigned Discount Tier = 1% difference]

In accordance with Step 4 of Section 25.3.7(D)(2)(a) preceding, calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding).

(Step 5) Calculate the dollar amount of the Discount Tier Adjustments for the Channel Termination Discounted Rate Elements in this tariff and FCC11 (i.e., category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding). For this Discounted Rate Element category, the dollar amount is calculated as follows [18,750,000 Non-Discounted Billed Amount from Step 3 x 1% difference in discount percentage from Step 4 = \$187,500].

In accordance with Step 5 of Section 25.3.7(D)(2)(a) preceding, calculate the dollar amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding).

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 5) (Cont'd)

Assume the calculations in Steps 3 through 5 preceding are done for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.3.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

DS1 Multiplexer this tariff & FCC11	\$100,000
DS3 CT this tariff & FCC11	\$200,000
DS3 Multiplexer this tariff & FCC11	\$150,000
DS1 CT FCC14 & FCC16	\$100,000
DS3 CT FCC14 & FCC16	\$200,000

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 25.3.7(D)(2)(a) preceding. The total Discount Tier Adjustment for Channel Termination and multiplexer Discounted Rate Elements is equal to \$937,500 [\$187,500 + \$100,000 + \$200,000 + \$150,000 + \$100,000 + \$200,000]. The NDP Customer would receive a credit of \$937,500 on its BANs for this Discount Tier Adjustment.

- (5) No change will be made to the NDP Customer's Commitment Levels, regardless of whether or not the Discount Tier was adjusted upward or downward. An NDP Customer subscribed to the Premier Commitment Matrix may qualify for the Commitment Buy-Up Bonus Option and receive a CBB Discount under Section 25.3.7(E) following.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-Up Bonus

During an Annual True-Up, an NDP Customer that meets the following criteria may choose to exercise the Commitment Buy-Up Bonus option. The CBB Discount is provided in connection with the Annual True-Up Period, and is in addition to any other discounts provided under NDP.

- (1) If the NDP Customer meets all of the requirements of (a) through (c) following, the NDP Customer is eligible to exercise the Commitment Buy-Up Bonus Option with respect to either or both Commitment Levels:
 - (a) the NDP Customer subscribed to the Premier Commitment Matrix during the Annual True-Up Period; and
 - (b) the NDP Customer has met both its CT Commitment Level and its CM Commitment Level (assuming it established both such Commitment Levels) under Section 25.3.7(B) preceding; and
 - (c) the actual quantity of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up Period is five percent (5%) or more greater than the actual quantity of Equivalent DS1 CTs or CMs, as applicable, in month one (1) of the Annual True-Up Period.
- (2) If the NDP Customer elects to increase its CT Commitment Level and/or CM Commitment Level, the new Commitment Level(s) for the NDP will be set at ninety (90%) of the month 12 count of Equivalent DS1 CTs; or at ninety (90%) of the month 12 count of Equivalent DS1 CMs, as applicable. In determining the month 12 counts, the Telephone Company will include any Upgrade Adjustment or Sale Adjustment as set forth in Sections 25.3.7(H) and 25.3.10 following, respectively.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

- (3) Where an increase in (E)(2) above occurs, the CBB Discount shall be calculated in accordance with (E)(4) following, and such calculation shall use the Percent Increase and corresponding CBB Discount Percentage achieved by the NDP Customer in accordance with the table below:

<u>Percent Increase</u>	<u>CBB Discount Percentage</u>
Less than 5%	No Discount
5% - 9.99%	1%
10% - 14.99%	2%
15% - 19.99%	3%
20% - 24.99%	4%
25% or more	5%

- (4) The CBB Discount is calculated as follows.

- (Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage

A Percent Increase will be calculated for the Equivalent DS1 CTs and a separate Percent Increase will be calculated for the Equivalent DS1 CMs.

- (a) The Percent Increase for the Equivalent DS1 CTs is calculated as follows:

- (1) subtract (i) the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period; and
- (2) divide the result from (a)(1) preceding by the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

(Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage (Cont'd)

(b) The Percent Increase for the Equivalent DS1 CM is calculated as follows:

- (1) subtract (i) the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CMs in month twelve (12) of the Annual True-Up Period; and
- (2) divide the result from (b)(1) preceding by the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period.

The applicable CBB Discount Percentage is derived from the table in Section 25.3.7(E)(3) preceding by using the Percent Increase as calculated in this Step 1. The CBB Discount Percentage is separately derived for Channel Terminations and Channel Mileage from the table in Section 25.3.7(E)(3) preceding.

For example, if the Percent Increase (as calculated in Step 1) for Equivalent DS1 CTs is 11%, and the Percent Increase for Equivalent DS1 CMs is 23%, then the corresponding CBB Discount Percentage from the table in (E)(3) preceding is 2% for Equivalent DS1 CTs and 4% for Equivalent DS1 CMs.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs

Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 1 of Section 25.3.7(B)(1) preceding and/or the Monthly Average Count of Equivalent DS1 CMs in accordance with Step 1 of Section 25.3.7(B)(1) preceding, as applicable.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CTs or Equivalent DS1 CMs

The Average Monthly Rate per Equivalent DS1 CT is calculated in accordance with Step 3 of Section 25.3.7(C)(1) preceding.

The Average Monthly Rate per Equivalent DS1 CM is calculated in accordance with Step 3 of Section 25.3.7(C)(2) preceding.

(Step 4) Calculate the Actual Increase in Equivalent DS1 CTs and Equivalent DS1 CMs

The Actual Increase in the count of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, is calculated by subtracting (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; from (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.

(Step 5) Calculate the CBB Discount

The CBB Discount is equal to the product of the following:

- (a) the Average Monthly Rate per Equivalent DS1 CT or Equivalent DS1 CM, as applicable, as determined in Step 3 preceding; multiplied by
- (b) the Actual Increase determined in Step 4 preceding; multiplied by
- (c) the applicable CBB Discount Percentage determined in Step 1; multiplied by
- (d) 12 months.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)(E) Commitment Buy-up Option (Cont'd)

- (5) As an illustrative example of the Commitment Buy-Up Bonus and the calculation of the CBB Discount for the CT Commitment Level, assume that the actual number of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period was 6,046 Equivalent DS1 CTs and the actual number of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period was 7,001.

- (Step 1) Calculate the Percent Increase and corresponding CBB Discount Percentage in accordance with Step 1 of Section 25.3.7(E)(4) preceding.

In this example, the Percent Increase for Equivalent DS1 CTs is 16% $[(7,001 - 6,046)/6,046]$. The corresponding CBB Discount Percentage per the table in Section 25.3.7(E)(3) preceding is 3%.

- (Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 2 of Section 25.3.7(E)(4) preceding. For this example, assume that the Monthly Average Count of Equivalent DS1 CTs is 6,350 Equivalent DS1 CTs.

- (Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT in accordance with Step 3 of Section 25.3.7(E)(4) preceding. For this example, assume that the total charges over the Annual True-Up Period were \$9,475,000 which results in an average of \$124.34 per Equivalent DS1 CT. $[(9,475,000 \text{ divided by } 12 \text{ months}) = \$789,583]$ (\$789,583 divided by 6,350 = an Average Monthly Rate of Equivalent DS1 CTs is \$124.34 per Equivalent DS1 CT]

- (Step 4) Determine the Actual Increase in Equivalent DS1 CTs in accordance with Step 4 of Section 25.3.7(E)(4) preceding. In this example, the Actual Increase for Equivalent DS1 CTs is 955 Equivalent DS1 CTs $(7,001 - 6046)$.

- (Step 5) Determine the CBB Discount for the CT Commitment Level in accordance with Step 5 of Section 25.3.7(E)(4) preceding. In this example, the CBB Discount is \$42,748 $[955 \text{ Actual Increase} \times \$124.34 \text{ Average Rate per Equivalent DS1 CT} \times 3\% \text{ Percent Increase} \times 12 \text{ months} = \$42,748 \text{ CBB Discount}]$.

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(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(F) Assign the Discount Tier(s) for the Next Plan Year

The Telephone Company will assign the Discount Tier(s) applicable to the next Plan Year (i.e., from the most recent Anniversary Date to the next successive Anniversary Date) if the Achieved Discount Tier in month twelve (12) of the Annual True-Up Period (taking into account any (i) Upgrade Adjustment, as calculated in accordance with Section 25.3.7(H) following, for any Qualifying Service(s) that has been Upgraded; and (ii) any Sale Adjustment, as calculated in accordance with Section 25.3.10 following, for any Qualifying Service(s) for the ACNA(s) included in the NDP Customer's NDP which are affected by a Telephone Company Sale) is a higher or lower Discount Tier than the Assigned Discount Tier for the Annual True-Up Period. With respect to either Channel Terminations or Channel Mileage, the new Discount Tier for the next Plan Year (i.e., the new Assigned Discount Tier) shall result in an increased or decreased discount percentage pursuant to Section 25.3.5(B) preceding. If the Achieved Discount Tier (as determined in accordance with Section 25.3.7(D) preceding) is the same as the Assigned Discount Tier for the Annual True-Up, no action will be taken.

For example, assume that the NDP Customer's Assigned Discount Tier in Plan Year 2 for Channel Mileage Discounted Rate Elements was Discount Tier B. Further assume that the NDP Customer's Achieved Discount Tier for such Channel Mileage Discounted Rate Elements in month 12 of the Annual True-Up Period was Discount Tier C. In this case, the Telephone Company will assign Discount Tier C as the Discount Tier for the next Plan Year.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(G) Changes to Commitment Matrix During an Annual-True-Up

(1) Permitted Changes

If the NDP Customer has selected the Standard Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to either the Deluxe Commitment Matrix or the Premier Commitment Matrix at an Annual True-Up. If the NDP Customer has selected the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to the Premier Commitment Matrix at an Annual True-Up. Such request must be in writing and made no later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP. The Telephone Company will set the new Commitment Levels based on the Commitment Matrix selected in accordance with Section 25.3.4(C) preceding. Such new Commitment Levels shall apply on a going forward basis for the balance of the Initial Term or Renewal Term, as applicable.

(2) Prohibited Changes

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable, including during an Annual True-Up. If the NDP Customer has selected the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix to the Standard Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable, including during an Annual True-Up.

(3) Certain Other Changes to the Commitment Matrix

As described further in Section 25.3.14 following, at the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as the NDP Customer does not also concurrently select the Renewal Benefit Option.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades

- (1) For customers who subscribe to NDP on or after December 2, 2010, or renew their subscription to NDP on or after December 2, 2010, the NDP customer may disconnect a Qualifying Service in order to replace such Qualifying Service with a Replacing Service pursuant to Section 2.9 preceding.

For customers who subscribed to an NDP prior to December 2, 2010, this Section 25.3.7(H) includes replacements of Qualifying Services with Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service. However, the customer may, at its option, replace a Qualifying Service with a Replacing Service pursuant to Section 2.9 preceding in lieu of this Section 25.3.7(H).

- (2) During the Term of the NDP, an NDP Customer may Upgrade a Qualifying Service to a service that is (a) a Qualifying Service of a higher capacity/bandwidth (e.g., an Upgrade of a Special Access DS3 Service to an IEF Service); or (b) a non-Qualifying Service of a higher bandwidth/capacity (e.g., an Upgrade of a Special Access DS3 Service to a Telephone Company provided optical service of a greater bandwidth). An Upgrade under (a) above shall result in no change to the NDP Customer's NDP.
- (3) Except as otherwise specified in Sections 2.9.5 and 2.9.6 preceding for a Technology Migration, an Upgrade must meet all of the following conditions:
- (a) Both the Qualifying Service being Upgraded (the existing service) and the replacing Qualifying Service or non-Qualifying Service, as applicable, (the new service), must be provided solely by the Telephone Company;
 - (b) at least one of the terminating locations of the new service must be the same location as one of the terminating locations of the existing service; and
 - (c) the total bandwidth or capacity of the new service must be equal to or greater than the total bandwidth or capacity of the existing service; and

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

- (d) the NDP Customer must submit order(s) for the disconnect of the existing service and the installation of the new service, such that the installation date of the new service is within ninety (90) days of the disconnection of the existing service. The orders must be related by related purchase order number (RPON); and
- (e) The commitment period for the new service must be at least five (5) years, except where a commitment period of at five (5) years or longer is not available, in which case the longest available commitment period must be selected; and
- (f) At each next Annual True-Up following the Upgrade, the new service must be installed and still in-service to be eligible for an Upgrade Adjustment as set forth in (H)(3) following.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(g) No later than thirty (30) days prior to the Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of the existing services (as defined in (H)(2)(a) above) that were Upgraded to non-Qualifying Services (as defined in (H)(2)(a) above) during the Annual True-Up Period. The list must be in writing and must contain the following information:

- (i) the circuit identification number for each existing service; and
- (ii) the circuit identification number for each new service; and
- (iii) the RPONs associated with the Upgrades.

(4) With the exception of an Upgrade involving a Technology Migration pursuant to Section 2.9 preceding, when a Qualifying Service is Upgraded to a non-Qualifying Service, the Telephone Company will calculate the Upgrade Adjustment (i.e., an adjusted number of Equivalent DS1 CTs for the Qualifying Services that were Upgraded (in accordance with (a) following), and an adjusted number of Equivalent DS1 CMs for the Qualifying Services that were Upgraded (in accordance with (b) following). The Telephone Company shall use such Upgrade Adjustments in (i) the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.3.7(B)(1) preceding; (ii) Section 25.3.7(F) for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.3.7(E) to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

(a) The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows.

- (1) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were Upgraded to a non-Qualifying Service as calculated in accordance with Section 25.3.4(A).

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

(a) (Cont'd)

- (2) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Upgrade occurred through the end of the Annual True-Up Period. For example, if the Upgrade occurred in June, and the Annual True-Up Period ended in November, then the number of whole months remaining in the Annual True-Up Period was five (5) months; and
- (3) Determine the Upgrade Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (1) above; by (b) the result of (2) above. The Telephone Company shall use such Upgrade Adjustments in the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs, as set forth in Section 25.3.7(B)(1) preceding.

As an example, assume the NDP Customer Upgraded two (2) Special Access DS3 Services to a Telephone Company provided optical Service in the seventh (7th) month of the Annual True-Up Period. The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows:

- (1) multiply the number of DS3 level Qualifying Services that were Upgraded by the corresponding DS1 CT Multiplier. [2 Special Access DS3 Services x 28 =56 Equivalent DS1 CTs]
- (2) five (5) months remain in the Annual True-Up Period. [the Upgrade occurred in the 7th month of the Annual True-Up Period which is period of twelve(12) months]
- (3) the Upgrade Adjustment used in the calculation set forth in Step 2(i) of Section 25.3.7(B)(1) preceding would be 280 Equivalent DS1s. [56 Equivalent DS1 CTs upgraded in (i) above multiplied by 5 months as determined in (2) above]. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CTs as set forth in Section 25.3.7(B)(1) preceding.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

(b) The Upgrade Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Upgrade Adjustment of Equivalent DS1 CTs specified in (H)(3)(a) preceding, except that such calculations shall use Equivalent DS1 CMs and DS1 CM multipliers. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CMs as set forth in Section 25.3.7(B)(1) preceding.

25.3.8 Minimum Period

The minimum period, as set forth in Section 5.2.5 preceding, for any service associated with a Discounted Rate Element provided under the NDP is one year from the date that such service is installed. Minimum period charges, as calculated in Section 5.2.6 preceding, will be assessed if the NDP Customer does not maintain the service with Discounted Rate Elements under Section 25.3.5 preceding for at least the one year minimum period.

As an illustrative example, assume that the NDP Customer establishes a Special Access DS1 Service under a TPP on January 1, 2001. On June 1, 2007, the NDP Customer establishes the NDP. On November 1, 2007, the NDP Customer disconnects that Special Access DS1 Service that was originally installed on January 1, 2001. Since the service was installed on January 1, 2001, and the disconnection date was November 1, 2007, the minimum period under the NDP of one year has been met. Therefore, the NDP Customer is not required to pay any minimum period charges.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.9 Changes to Basic Service and/or Base Rates

The Basic Service or Base Rates to which the discount percentages are applied under the NDP are subject to change. An increase in the Basic Service rate (used with Special Access DS1 Service only) or Base Rate (used with Special Access DS3 Service only) will result in an increase to the rates under the NDP for the applicable Special Access DS1 Service and Special Access DS3 Services. A decrease in the Basic Service rate or Base Rate will result in a decrease to the rates under the NDP for the applicable Qualifying Service.

25.3.10 Sale of a Telephone Company Operating Territory

(A) In the event of a Telephone Company Sale during a Plan Year, the following applies:

- (1) The Telephone Company will determine and record the actual number of Equivalent DS1 CTs and the actual number of Equivalent DS1 CMs affected by the Telephone Company Sale; and
- (2) If a Telephone Company Sale occurs during the Initial Term, or a Renewal Term, the Telephone Company will calculate the Sale Adjustment (i.e., an adjusted amount of Equivalent DS1 CTs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, and/or an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, as applicable). The Telephone Company shall use both of such Sale Adjustments in the Annual True-Up for the balance of the Initial Term or the Renewal Term, as applicable. Specifically, during the Annual True-Up, the Telephone Company shall use both of such Sale Adjustments in (i) the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.3.7(B)(1) preceding, either during the Initial Term or the Renewal Term; (ii) Section 25.3.7(F) preceding for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.3.7(E) preceding to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.10 Sale of a Telephone Company Operating Territory (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

- (a) When calculating the Monthly Average Count of Equivalent DS1 CTs under Section 25.3.7(B)(1) preceding, the Telephone Company will calculate the Sale Adjustment of Equivalent DS1 CTs (as used in Step 2(ii) of Section 25.3.7(B)(1) preceding) for each Qualifying Service included in the Telephone Company Sale.

The Sale Adjustment of Equivalent DS1 CTs is calculated as follows:

- (i) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were sold as calculated in accordance with Section 25.3.4(A)(1) preceding.
- (ii) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Telephone Company Sale occurred through the end of the Annual True-Up Period. For example, if the Telephone Company Sale occurred in April, and the Annual True-Up Period ended in August, then the number of whole months remaining in the Annual True-Up Period was four (4) months; and
- (iii) Determine the Sale Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (i) above; by (b) the result of (ii) above. The Telephone Company shall use such Sale Adjustment(s) in the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.3.7(B)(1) preceding.
- (b) The Sale Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Sale Adjustment of Equivalent DS1 CTs is calculated in (a) above, except that such calculations shall use Equivalent DS1 CMs and DS1 CM Multipliers instead of Equivalent DS1 CTs and DS1 CT Multipliers.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP

- (A) One of the following two (2) options must be chosen by the NDP Customer when adding one or more ACNA(s) to its NDP:
- (1) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are not already included in a different NDP, then, at its option, the NDP Customer may include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B)(1) following; or
 - (2) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are already included in another NDP, then the NDP Customer must include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B)(2) following.
- The terms of Section 25.3.1(C) preceding apply in addition to any requirements set forth herein.
- (B) No later than thirty (30) calendar days prior to each Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of any ACNAs that the NDP Customer added (as defined in (A) above) during the Annual True-Up Period. Whether or not the acquired ACNA(s) is/are already included in an NDP shall determine whether (i) the NDP Customer's NDP is augmented to include such acquired ACNA(s); (ii) the NDP Customer's NDP is combined with the NDP associated with the acquired ACNA(s); or (iii) a new NDP is established that includes the NDP Customer's existing ACNA(s) and the added ACNAs.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s)

Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.3.11(A)(1) preceding (i.e., such ACNA(s) is/are not already included in another NDP), the NDP Customer's NDP shall be augmented to include the quantities of the Qualifying Services of such added ACNAs.

(a) At the next Annual True-Up following the effective date of the NDP Customer acquiring the additional ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding as if the NDP Customer had not acquired the additional ACNA(s).

(b) Upon completion of Section 25.3.7(A)(1) through (A)(5) preceding, and in accordance with Section 25.3.1(C) or (D) preceding, the acquired ACNA(s) will be added to the NDP and all of the following shall occur:

(1) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the NDP to include the Qualifying Services of the acquired ACNA(s) as follows:

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s)
(Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 1) Using the table in Section 25.3.4(A)(1) preceding, and the actual quantities of Channel Terminations for the acquired ACNA(s) in month twelve (12) of the Annual True-Up Period (even though such Channel Terminations of the acquired ACNA(s) were not used in the Annual True-Up), determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier using the table set forth in Section 25.3.4(A)(1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

(Step 2) The Telephone Company will calculate a CT Commitment Level for the acquired ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP Customer has the Standard Commitment Matrix, by ninety percent (90%) if the NDP Customer has the Premier Commitment Matrix, or by ninety-two percent (92%) if the NDP Customer has the Deluxe Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) in the same manner as the CT Commitment Level was developed in the preceding paragraph.

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan# (Cont'd) (T)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.3.7(B) or Section 25.3.7(E) preceding, of the Annual True-Up), the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3. Any prior CT Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3. Any prior CM Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

Service availability limited. Refer to # footnote on Page 25-40. (N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

Effective: May 30, 2019

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

As an example, assume the NDP Customer's CT Commitment Level is 10,000 Equivalent DS1 CTs. Further assume that the NDP Customer acquired one ACNA with Qualifying Services in month twelve (12) of the Annual True-Up Period in the following quantities (a) nine (9) Special Access DS3 Services; and (b) two thousand (2000) Special Access DS1 Services. The adjustment to the CT Commitment Level is calculated as:

(Step 1) determine the quantity of Equivalent DS1 CTs for the acquired ACNA(s) by multiplying

- (i) the number of DS3 level Qualifying Services for the acquired ACNA(s); by
- (ii) the corresponding DS3 CT Multiplier [9 Special Access DS3 Services x 28 = 252 Equivalent DS1 CTs].
- (iii) Then, multiply the number of DS1 level Qualifying Services for the acquired ACNA(s); by
- (iv) the corresponding DS1 CT Multiplier [2000 Special Access DS1 Services x 1 = 2000 Equivalent DS1 CTs].
- (v) add the result of (ii) and (iv) above [252 for DS3 Level + 2000 for DS1 Level = 2252 Equivalent DS1 CTs].

Service availability limited. Refer to # footnote on Page 25-40.

(N)

(Issued under Transmittal No. 1394)

Issued: May 15, 2019

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 2) Calculate the increase to the CT Commitment Level by multiplying the result in Step 1 above by eighty-five percent (85%) for the Standard Commitment Matrix, by ninety percent (90%) for the Premier Commitment Matrix, or by ninety-two percent (92%) for the Deluxe Commitment Matrix. In this example, assume the NDP Customer has Premier Commitment Matrix [2252 Equivalent DS1 CTs for the acquired ACNA x 90% Commitment for Premier Commitment Matrix = 2027 Equivalent DS1 CTs (i.e., the Commitment Level for the acquired ACNA)].

(Step 3) Add the CT Commitment Level for the acquired ACNA determined in Step 2 above to the CT Commitment Level for the remaining portion of the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.3.7(B) and Section 25.3.7(E) preceding, of the Annual True-Up) (assumed to be 10,000 Equivalent DS1 CTs in this example) to determine the revised CT Commitment Level for the remainder of the Term unless otherwise changed in this Section 25.3. [10,000 Equivalent DS1 CTs for the existing CT Commitment Level + 2027 Equivalent DS1 CTs for the CT Commitment Level of the acquired ACNAs = a revised CT Commitment Level for the NDP of 12,027 Equivalent DS1 CTs]. Any prior CT Commitment level established under Section 25.3.7(B) and Section 25.3.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

Service availability limited. Refer to # footnote on Page 25-40.

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ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan# (Cont'd) (T)25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 3) (Cont'd)

A revised CM Commitment Level for the NDP would be calculated in the same manner as the revised CT Commitment Level for the NDP was calculated, except that such calculations shall use quantities of Equivalent DS1 CMs and the DS1 CM Multiplier. Any prior CM Commitment level established under Section 25.3.7(B) or Section 25.3.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

(2) Assign the Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tiers applicable to the next Plan Year in accordance with Section 25.3.7(F) preceding.

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ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs

(a) Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.3.11(A)(2) preceding (i.e., such ACNA(s) is/are already included in another NDP), the NDP Customer who wishes to add the ACNA(s) to its NDP has the following options to combine the NDPs involved:

(1) Surviving NDP Option

Combine the NDP for the existing ACNA(s) with the NDP of the added ACNA(s) into a Surviving NDP as set forth in (B)(2)(b) following; or

(2) New NDP Option

Establish a new NDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in (B)(2)(c) following.

(b) Surviving NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B). The Telephone Company will determine whether Plan A or Plan B has the greatest Monthly Charges in the month before the NDPs are combined, and such NDP will be deemed the Surviving NDP. The Surviving NDP shall be augmented to add the acquired ACNAs to the ACNAs of the Surviving NDP.

(1) At the next scheduled Annual True-Up for the Surviving NDP following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct the Final True-Up for the non-Surviving NDP using the number of months available at the time the Final True-Up is conducted. The non-Surviving NDP shall be cancelled upon completion of such Final True-Up. Termination liability under Section 25.3.13 following will not apply to such cancellation.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) Once the Annual True-Ups under (B)(2)(b)(1) preceding are complete, and in accordance with Section 25.3.1(C) preceding, the ACNAs, Qualifying Services and Commitment Levels of the non-Surviving NDP will be added to the ACNAs, Qualifying Services and Commitment Levels of the Surviving NDP as follows:

(a) If the Surviving NDP used a Standard Commitment Matrix, the Standard Commitment Matrix will continue to apply to the combined plan. If the Surviving NDP used a Premier Commitment Matrix, the Premier Commitment Matrix will continue to apply to the combined plan; and

(b) Commitment Levels and Discount Tiers will be adjusted as follows; and

(i) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the Surviving NDP to include the Qualifying Services of the non-Surviving NDP as follows:

(Step 1) Using the table in Section 25.3.4(A)(1) preceding, and the actual quantities of Channel Terminations for the month prior to conducting the Final True-Up for the non-Surviving NDP, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier in accordance with the table in Section 25.3.4(A)(1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CTs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph in accordance with the table in Section 25.3.4(A)(2) preceding.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(i) Adjust Commitment Levels (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the acquired ACNA(s) of the non-Surviving NDP by multiplying the result in Step 1 above by eighty-five percent (85%) if the Surviving NDP uses the Standard Commitment Matrix, by ninety percent (90%) if the Surviving NDP uses the Premier Commitment Matrix or by ninety-two percent (92%) if the Surviving NDP uses the Deluxe Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) of the non-Surviving NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

Service availability limited. Refer to # footnote on Page 25-40.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(ii) The Plan Year for the Surviving NDP is the next scheduled Plan Year for that NDP prior to combining plans. For example, if the Surviving NDP was in Plan Year 2 prior to the NDPs being combined, the Surviving NDP will be in Plan Year 3 after the NDPs are combined.

(c) Assign Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the Surviving NDP for the next Plan Year in accordance with Section 25.3.7(F) preceding.

(c) New NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B) into a new NDP (Plan C) that includes the ACNAs of Plan A and Plan B.

(1) At the first Annual True-Up for either Plan A or Plan B following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct a Final True-Up on Plan A, and a separate Final True-Up on Plan B using the number of months available at the time the Final True-Up is conducted. Upon completion of the Final True-Up for each plan, Plan A and Plan B shall both be cancelled without the application of termination liability under Section 25.3.13 following.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(c) New NDP Option (Cont'd)

- (2) The new NDP shall be established using the quantities of Qualifying Services for the ACNAs of Plan A and Plan B as determined in the Final True-Up for each plan, and shall be established and maintained in accordance with the requirements of this Section 25.3.

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale

(A) A Customer Sale is the consummation of a sale, divestiture, spin-off, or other transaction which results in the NDP Customer no longer having any (i.e., 0%) control (including any stock or assets) in a Person that is (at the time of the Customer Sale) included within the NDP Customer's NDP. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

- (1) When an NDP Customer is subject to a Customer Sale, and seeks to remove one or more ACNA(s) from its NDP, the terms of Section (A)(2) following shall apply, and the Telephone Company shall automatically at the next Annual True-Up modify the existing NDP by removing the affected ACNAs and the Qualifying Services associated with the affected ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date, the NDP Customer must provide a written notice with supporting documentation that describes the Customer Sale, and the ACNAs impacted by such Customer Sale.

If the NDP Customer sells, divests, spins off, or otherwise reduces its control (including any stock or assets) in a Person that is (at the time of the applicable sale transaction) included within the NDP Customer's NDP, but the NDP Customer still retains some control (i.e., greater than 0%) in the affected Person(s), then all of the ACNA(s) of such Person(s) shall continue to be included in the NDP Customer's NDP, in accordance with the terms of Section 25.3.1(C) or (D) preceding. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) If the NDP Customer has removed an ACNA(s), the Telephone Company shall take the following actions:

- (a) At the next Annual True-Up following the effective date of removal of the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding as if the ACNA(s) has not been removed.
- (b) Once the Annual True-Up under (2)(a) preceding is complete, the Telephone Company will modify the NDP as follows:

(i) Reduce Commitment Levels

The CT Commitment Level and CM Commitment Level will be reduced by (i) eighty-five percent (85%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Standard Commitment Matrix; (ii) ninety percent (90%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Premier Commitment Matrix; or (iii) ninety-two percent (92%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Deluxe Commitment Matrix as follows:

(Step 1) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the Customer Sale as calculated in accordance with Section 25.3.4(A) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the removed ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the removed ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP uses the Standard Commitment Matrix, by ninety percent (90%) if the NDP uses the Premier Commitment Matrix, or by ninety-two percent (92%) if the NDP uses the Deluxe Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the removed ACNA(s) of the NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will subtract the CT Commitment Level for the removed ACNA(s) determined in Step 2 above from the CT Commitment Level for the remaining portion of the NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Initial Term or Renewal term, as applicable, unless otherwise adjusted in this Section 25.3.

The Telephone Company will subtract the CM Commitment Level for the removed ACNA(s) determined in Step 2 above from the CM Commitment Level of the Initial Term or Renewal term, as applicable, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd) (T)

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(c) Assign Discount Tiers for the Next Plan Year

Using the reduced quantities for the Qualifying Services of the remaining ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the NDP for the next Plan Year in accordance with Section 25.3.7(F) preceding.

(d) Termination Liability under Section 25.3.13 following will not apply for removal of the Qualifying Services from the NDP that are affected by the removal of an ACNA.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.13 Termination Liability

- (A) If the NDP is terminated prior to the end of the Initial Term or during the Renewal Term (subject to certain conditions as described in Section 25.3.14 following), termination liability applies to all Qualifying Services.
- (B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.3.8 preceding.
- (C) The applicable termination liability during the Initial Term or Renewal Term, as applicable, as set forth below shall be based on the Plan Year in which the NDP Customer terminates the NDP.

<u>Plan Year</u>	<u>Termination Liability</u>
1	100% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 1 and 50% of the monthly charges for the remaining 4 years.
2	50% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 2 and 50% of the monthly charges for the remaining 3 years.
3	25% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 3 and 25% of the monthly charges for the remaining 2 years.
4	15% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 4 and 15% of the monthly charges for the remaining year. If the NDP Customer has selected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 4 does not apply after month 42 of the Renewal Term.
5	10% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 5. If the NDP Customer has elected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 5 does not apply during the Renewal Term.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan# (Cont'd) (T)25.3.14 Renewal and Termination of NDP

(A) Description

No later than sixty (60) calendar days prior to expiration of the Initial Term or Renewal Term, as applicable, of the NDP, the NDP Customer must provide the Telephone Company with written notice of its election of one of the following options.

(D)

(D)

- | | | |
|-----|---|-----|
| (1) | subscribe the Qualifying Services of the expiring NDP to any then effective discount plan, term plan or Contract Tariff Option for which the NDP Customer is eligible; or | (T) |
| (2) | continue with service on a month-to-month basis without any discount or term plan; or | (T) |
| (3) | discontinue service for all Qualifying Services without the application of termination liability as set forth in Section 25.3.13 preceding. | (T) |

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

(T)

25.3.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal

Effective May 30, 2019, NDP may no longer be renewed.

(N)

(D)

(D)

Service availability limited. Refer to # footnote on Page 25-40.

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

(D)

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan# (Cont'd) (T)25.3.14 Renewal and Termination of NDP (Cont'd)

(D)

(D)

(C) Renewal Benefit Option

(1) Effective May 30, 2019, customers may no longer renew NDP. This (C)
Section 25.3.14(C) applies only to Renewal Benefit Options |
selected prior to May 30, 2019. (C)

(2) When the Renewal Benefit Option is selected, termination liability under Section 25.3.13 preceding is only applicable for the first forty-two (42) months of the Renewal Term. Termination Liability is not applicable in month forty-three (43) through month sixty (60) of the Renewal Term (Renewal Benefit Period).

For example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to terminate its NDP at any time after May 1, 2016 (i.e., during the Renewal Benefit Period which is after month forty-two (42) of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding is not applicable.

For a second example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to cancel its NDP at any time prior to May 1, 2016 (i.e., during the first forty-two (42) months of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding applies.

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1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

(T)

25.3.14 Renewal and Termination of NDP (Cont'd)

(D) Cancellation or Termination During the Renewal Term

- (1) When the NDP is cancelled or terminated during the Renewal Term, a Final True-Up will be conducted in order to determine any applicable Shortfall Penalty or Discount Tier Adjustments. The Shortfall Penalty and Discount Tier Adjustments will be calculated as specified in Section 25.3.7(C) and (D) preceding, respectively, on a pro-rated basis, for the number of months elapsed since the last Annual True-Up.
- (2) If the NDP is cancelled or terminated during the Renewal Benefit Period as defined in Section 25.3.14(C)(2) preceding (i.e., during the period that begins with month 43 and ends with month 60 of the Renewal Term), the NDP Customer will be treated as if it had completed the full Renewal Term of five (5) years. At the NDP Customer's option, and at any time between month 43 and month 60 of the Renewal Term, the NDP Customer may once again renew its NDP. The NDP Customer may elect the Renewal Benefit Option for any subsequent Renewal Term.
- (3) Except as otherwise specified in this Section 25.3.14, all terms and conditions of the NDP as set forth in this Section 25.3 shall apply.

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