

Issued: May 15, 2019

FACILITIES FOR INTERSTATE ACCESS

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Title Pages 1 to 3 and Pages 1 to 24-10 inclusive, of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1, 2, 5, 6, 7, 8, and 10 contain all changes from the original tariff that are in effect on the date shown.

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 DS3 High Capacity Service (Cont'd)

(B) Minimum Service Periods# (T)

Individual DS3s and System DS3s are offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5# and 7# years. The customer must specify the minimum service period at the time the service is ordered. First and Additional DS3 SALs (3 System DS3s and Unlimited System DS3s) can have a different minimum service period. However, each DS3 SAL of a two-point DS3 service must have the same minimum service period. (T)

One-year minimum service period customers may select a 3-year minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower monthly recurring rates associated with a longer minimum service period. When the customer selects this option, no credit toward the new service period will be given for the amount of time they were under the shorter minimum service period. The new recurring charges will apply subsequent to the effective date of the new minimum service period. (C)

(C) Expiration of Service Period

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, for 1- and 3-year minimum service periods, billing will remain at the current service period and a new DS3 minimum service period will begin based on the previously effective service period. All terms and conditions, including Subsequent Termination Liabilities, will apply to the new DS3 period. For 5- and 7-year minimum service periods, upon expiration of the service commitment period, billing will be converted to service provided under a 3-year minimum service period. (C)
(N)
(N)

(D)

(D)

Effective May 30, 2019, orders for new DS3s with 5- or 7-year minimum service periods are no longer permitted. The Telephone Company will continue to provide DS3s with 5- and 7-year minimum service periods pursuant to this Section 5.6.11 on any existing DS3s with 5- and 7-year minimum service periods that are in-service as of May 30, 2019, or any order for DS3s with 5- or 7-year minimum service periods that are placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-year and 7-year DS3s), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 5- and 7-year DS3s until (i) the customer discontinues its 5-year or 7-year DS3; or (ii) the current service commitment period expires, whichever comes first.
- Renewals of Existing 5-year and 7-year DS3s are not permitted.
- Moves and changes are permitted provided that they do not require a new minimum service period.

(N)

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 DS3 High Capacity Service (Cont'd)

(D) Discontinuance Without Liability - DS3 Minimum Service Period

Should the recurring charges for a customer's DS3 Service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

(D)
|
(D)

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 5.6.11 in order to replace the DS3 Service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.10 preceding.

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans#

(A) Description

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

(T)

The DS1 Term Volume Plan (TVP) allows customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The TVP is offered for a 1, 2, or 3 year term commitment period. (D)

For DS1 TVPs established prior to July 16, 2016, the customer's DS1 SAL commitment level was established on a nationwide basis or negotiated between the customer and the Telephone Company (i.e., state basis, regional basis, etc.). All of the customer's TVP DS1 SALs will be billed at the same rate, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls.

For DS1 TVPs established on or after July 16, 2016, the customer must designate which of its ACNA(s) it wishes to include in its TVP. All of the customer's TVP DS1 SALs for the ACNAs designated to be included in the TVP will be billed at the same rate, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls.

All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

During the TVP term, the customer may elect to increase the commitment level of the plan without any termination liability, provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term or commitment quantity. During the TVP term, the customer may elect to increase the term of a 1-year or 2-year plan to any then-available term without any termination liability, provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term. (D)
 (N)
 |
 (N)

The new term length begins on the same start day as the term length it replaces. There will not be any retroactive adjustments of a discount due to a customer-initiated change in term or commitment quantity.

For TVPs established prior to July 16, 2016, during the TVP term, a customer may not concurrently subscribe its DS1 SALs to the National Discount Plan as set forth in Section 23.1 following. For TVPs established on or after July 16, 2016, during the TVP term, a customer may not concurrently subscribe the ACNA(s) included in TVP to the National Discount Plan as set forth in Section 23.1 following.

Effective May 30, 2019, subscription to new TVPs with a 5-year term and ETTVPs are no longer permitted. The Telephone Company will continue to provide TVPs with a 5-year term and ETTVPs pursuant to this Section 5.6.14 on any existing 5-year TVP or ETTVP that is in-service as of May 30, 2019 (Existing 5-year TVPs and ETTVPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 5-year TVPs and ETTVPs until (i) the customer discontinues its 5-year TVP and ETTVP; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-year TVP and ETTVPs are not permitted. (N)

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(A) Description (Cont'd)

(T)

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)#

(T)

The Eight- and Ten-Year DS1 Term Volume Plans (ETTVP) allow customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer elects to enroll in an ETTVP by specifying in writing the enrollment date (which will be the anniversary date) and their volume and term commitment.

For ETTVPs established prior to July 16, 2016, the customer's DS1 SAL volume commitment level will be 90% of the existing DS1 SALs for all ACNAs included under this Tariff FCC No. 14 jurisdiction. For ETTVPs established on or after July 16, 2016, the customer's DS1 SAL volume commitment level will be 90% of the existing DS1 SALs for those ACNAs designated for inclusion in the ETTVP.

The ETTVP is offered for an 8- or 10-year term commitment period. Time In-Service Credit (TISC) will be granted on a replaced TVP for uninterrupted TVP subscription time and applied toward the new 8- or 10-year commitment period. All of the customer's ETTVP DS1 SALs will be billed at the state rate in this tariff, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

For ETTVPs established prior to July 16, 2016, during the ETTVP term, a customer may not concurrently subscribe its DS1 SALs to the National Discount Plan as set forth in Section 23.1 following. For ETTVPs established on or after July 16, 2016, during the ETTVP term, a customer may not concurrently subscribe the ACNA(s) included in ETTVP to the National Discount Plan as set forth in Section 23.1 following.

(B) Rate Application

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

For conversion of existing month-to-month DS1 service to a TVP arrangement, the customer will be required to submit written notification or a change order ASR to convert to the TVP. No service or billing interruption will occur when a customer converts from month-to-month rates to a TVP. If no other changes to the service(s) are ordered, no charges will apply.

If a change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center and the serving wire center of the customer designated location are the same.

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

(D)

(D)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(C) Rate Changes

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Rate changes in the TVP monthly recurring DS1 SAL rates will be passed on to subscribers of the plan. However, during the TVP period, should the rates increase, the customer may, at his/her option, terminate the TVP arrangement without penalty or liability, unless the increase is a result of FCC action. (T)

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Rate changes in the ETTVP monthly recurring DS1 SAL rates will be passed on to subscribers of the plan. However, during the ETTVP period, should the rates increase, the customer may, at his/her option, terminate the ETTVP arrangement without penalty or liability, unless the increase is a result of FCC action.

(D) Threshold Levels

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Two or more DS1 SALs are required to qualify for a TVP. Rates are applied based on the following DS1 SAL threshold levels: 2-60, 61-120, 121-240, 241-500, 501-1000, 1001-3000, 3001-6000, 6001-11,000 and Over 11,000.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

4000 or more DS1 SALs are required to qualify for an ETTVP. Rates are applied based on the following DS1 SAL threshold levels: 4000-6000; 6001-10,000; 10,001-20,000; 20,001-30,000; and Over 30,000.

Service availability limited. Refer to # footnote on Page 5-87. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(E) Changes to Commitment Quantity or Term (Cont'd)

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

At any time during the plan term, the customer may increase the volume commitment to receive a lower threshold rate by submitting written notification to the Telephone Company. (D)
No termination liability will be assessed provided there is no lapse of time between the effective date of the increase and the termination of the previously effective commitment quantity. (D)

(D)
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(D)

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(F) TVP Plan Enrollment

One-, Two-, and Three-Year DS1 Term Volume Plans (TVP) (C)

When the customer elects to enroll in a TVP the customer must specify, in writing, the enrollment date (which will be the anniversary date) and the DS1 SAL commitment quantity. The specified enrollment date must be within 30 days of receipt. By the specified date, the customer must submit a request in writing or issue ASR(s) to add DS1 SALs to the TVP and/or convert month-to-month arrangement DS1 SALs to the TVP to fall within the commitment quantity specified.

(D)

(D)

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(G) Annual Review

(T)

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Each customer's TVP will be reviewed annually. The customer will be notified in writing as to the status of the TVP. If the applicable in-service DS1 SAL quantity (including any DS1 SALs that were replaced by a Replacing Service using the methodology for a Technology Migration specified in Section 2.10.2 preceding) falls below the commitment quantity, an allowance of 3% will be considered as having met the commitment quantity. Where the customer does not meet the minimum quantity of DS1 SALs in service, penalties will be assessed as set forth under 5.6.14(l).

If the number of DS1 SALs increase from the initial commitment, the customer will have the option of increasing the commitment level for the remainder of their TVP. If the customer chooses not to increase the commitment level, he/she may convert the increased number of DS1 SALs to a monthly plan for an ACNA not already included in TVP or a second TVP plan for an ACNA not already included in TVP.

The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 SALs being decreased. Penalties will apply as set forth in 5.6.14(l).

The customer will have 30 days from receipt of notification to convert DS1 SALs. If the customer does not take action during the 30 day period: The commitment level will be automatically changed to the number of TVP DS1 SALs in effect at the annual review.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Each customer's ETTVP will be reviewed annually. The customer will be notified in writing as to the status of the ETTVP. If the applicable in-service DS1 SAL quantity (including any DS1 SALs that were replaced by a Replacing Service using the methodology for a Technology Migration specified in Section 2.10.2 preceding) falls below the commitment quantity penalties will be assessed as set forth under 5.6.14 (l).

For ETTVPs established prior to July 16, 2016, during the annual review the commitment level will be reset to 90% of existing in-service SALs and cannot fall below the initial 90% commitment quantity at time of enrollment. For ETTVPs established on or after July 16, 2016, during the annual review the commitment level will be reset to 90% of existing in-service SALs for the ACNAs designated for inclusion in ETTVP and cannot fall below the initial 90% commitment quantity at time of enrollment.

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(H) TVP/ETTVP ConditionsOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

If a DS1 service (circuit) consists of two DS1 SALs, both DS1 SALs must be in the TVP.

After enrolling in the plan, the customer may delete or add DS1 SALs rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to a 2-year TVP at the 61-120 DS1 SAL threshold level, DS1 SALs may be added at any time at the 2-year 61-120 threshold rate level.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

If a DS1 service (circuit) consists of two DS1 SALs, both DS1 SALs must be in the ETTVP.

After enrolling in the plan, the customer may add DS1 SALs rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to an 8-year ETTVP at the 10,001-20,000 DS1 SAL threshold level, DS1 SALs may be added at any time at the 8-year 10,001-20,000 threshold rate level. New DS1 SALs enrolled in the ETTVP after the initial enrollment period must remain in the plan for a minimum period of 12 months. Any DS1 SALs disconnected within the 12-month minimum period will be subject to a minimum period charge equal to 100% of the MRCs for the remainder of the 12-month period.

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(I) Penalties for Failing To Meet Commitment

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

When the number of TVP DS1 SALs at the annual review is less than the commitment quantity minus 3%, the penalty will be the lowest TVP rate for the current threshold in the states where the service is located, multiplied by the shortfall multiplied by 4 months.

For example, if the commitment quantity is 100 and the customer has 90 DS1 TVP SALs at the time of the annual review, the penalty described below will be applied to the shortfall difference of 97 (3% less than 100), and 90. Customer has DS1 SALs in California and Pennsylvania.

- Current threshold level is 61-120, 5 Year term
- In-service quantity at annual review = 90
- Shortfall is 97 - 90 = 7
- Penalty is calculated as follows:

$$\$150.00 * 7 * 4 \text{ months} = \$4,200.00 \text{ penalty}$$

* Lowest TVP MRC applied the customer (California rate)

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

When the number of ETTVP DS1 SALs at the annual review is less than the commitment quantity, the penalty will be the average ETTVP MRC per circuit, multiplied by the shortfall multiplied by 6 months.

For example, if the commitment quantity is 9000 and the customer has 8700 DS1 ETTVP SALs at the time of the annual review, the penalty described below will be applied to the shortfall difference of 9000 and 8700. Customer has DS1 SALs in every state.

- Current threshold level is 6001-10,000, 8 Year term
- Commitment quantity is 9000
- In-service quantity at annual review = 8700
- ETTVP monthly billing \$1,070,100
- Average ETTVP MRC per circuit (\$1,070,100 / 8700) = \$123
- Shortfall is 9000-8700 = 300
- Penalty is calculated as follows:

$$\$123.00 * 300 * 6 \text{ months} = \$ 221,400 \text{ penalty}$$

* Average ETTVP MRC (MRC revenue divided by the number of SALs in-service)

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(J) TVP Nonrecurring Charge

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Customers subscribing to a TVP will be assessed a nonrecurring charge per DS1 SAL installed except when converting standard month-to-month DS1 SALs to a TVP.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

Customers subscribing to an ETTVP will be assessed a nonrecurring charge per DS1 SAL installed except when converting standard month-to-month DS1 SALs to an ETTVP.

(K) Changes in Length of a TVP Period

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Prior to the expiration of a TVP period, the customer may elect to convert to a new TVP period of the same or different length, subject to the following conditions:

- no credit will be given for the new payment period for payments made under the original TVP arrangement
- NRCs will not be reapplied for existing service(s)
- if the new TVP period is shorter in length than the time remaining under the existing TVP, the change to the new TVP period constitutes a cancellation of the existing TVP and termination liability charges will apply as set forth under 5.16.14(O) following.
- Effective May 30, 2019, new Five-Year DS1 TVPs are no longer available. (N)

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

Prior to the expiration of an ETTVP period, the customer may elect to convert to a new One-, (C)
 Two-, or Three-Year DS1 TVP period, subject to the following conditions: (C)

- NRCs will not be reapplied for existing service(s)
- the change to the TVP period constitutes a cancellation of the existing ETTVP and (D)
 termination liability charges will apply as set forth under 5.16.14(O) following.

Service availability limited. Refer to # footnote on Page 5-87. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(L) Options at Expiration

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

At the expiration of a TVP period, the customer may select one of the following:

- (1) Select any then-effective TVP period to establish a new TVP. The TVP customer may designate the same or different ACNAs to be included in the new TVP in accordance with Section 5.6.14(A) preceding. All terms and conditions, including termination liability, will apply to the new TVP period.

(D)

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(D)

- (2) Discontinue TVP and convert service to a month-to-month payment plan.

(D)

(T)

If the customer fails to notify the Telephone Company of its choice above prior to the expiration of its TVP period, the Telephone Company will notify the customer and continue two additional months of TVP billing. If the customer does not notify the Telephone Company of its choice above, in writing, within the first 60 days after the expiration date, for TVPs with 1-, 2- or 3-year terms, billing will remain at the current threshold level and a new TVP period will begin based on the then-effective term and quantity commitment. For TVPs with 5-year terms, the Telephone Company will convert service to a 3-year TVP at the current threshold level, less any transfer adjustments applicable under Section 2.9.2(C) preceding. All terms and conditions, including termination liability will apply to the new TVP period.

(C)

(C)

(N)

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(N)

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(L) Options at Expiration (Cont'd)

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

At the expiration of an 8-year ETTVP period, the customer may select one of the following options:

(a) Select any then-effective TVP period to establish a new TVP. The ETTVP customer may designate the same or different ACNAs to be included in the new TVP in accordance with Section 5.6.14(A) preceding. All terms and conditions, including termination liability, will apply to the new TVP period.

(D)

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(D)

(b) Discontinue ETTVP and convert service to a month-to-month payment plan.

(T)

If the customer fails to notify the Telephone Company of its choice above prior to the expiration of its ETTVP period, the Telephone Company will convert service to a 3-year TVP at the current threshold level, less any transfer adjustments applicable under Section 2.9.2(C) preceding.

(C)

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(C)

At the expiration of a 10-year ETTVP period or extension period, as outlined in section 5.6.14(M) following, the customer may select one of the following options:

(a) Select any then-effective TVP period to establish a new TVP. The ETTVP customer may designate the same or different ACNAs to be included in the new TVP in accordance with Section 5.6.14(A) preceding. All terms and conditions, including termination liability, will apply to the new TVP period.

(D)

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(D)

(b) Discontinue ETTVP and convert service to a month-to-month payment plan.

(T)

If the customer fails to notify the Telephone Company of its choice above, the Telephone Company will convert service to a 3-year TVP at the current threshold level, less any transfer adjustments applicable under Section 2.9.2(C) preceding.

(C)

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(C)

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(M) Extension Options at Expiration

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Extension is not an option with TVP.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

Effective May 30, 2019, extension is not an option with ETTVP. (N)

(D)

(D)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(N) Upgrades(1) Upgrade to Higher Speed ServiceOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

The customer may upgrade service to a higher speed during a TVP period. The upgraded service will be subject to all appropriate NRCs.

If the following conditions exist, no termination liability will be applied for the decreased number of TVP SALs that are upgraded to a higher speed service:

- The customer must notify Verizon in writing, in addition to the ASR.
- The higher speed service period must be equal to or longer in length than the time remaining under the TVP.
- The upgraded service remains connected at the same point(s) of termination.

When TVP DS1 SALs are upgraded to an Optical Networking arrangement, the number of DS1 SALs upgraded will remain in the quantity count for the purpose of determining the applicable threshold level rate.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

The customer may upgrade service to a higher speed during an ETTVP period. The upgraded service will be subject to all appropriate NRCs. To demonstrate that the service has been upgraded, the customer must provide Verizon with order number information including the Purchase Order Number (PON) of the disconnected service and the PON of the related new connect within 30 days of the conversion, after the upgrade has been made. The orders must be placed at the same time with due dates within 60 days of each other.

If the following conditions exist, no termination liability will be applied for the decreased number of ETTVP SALs that are upgraded to a higher speed service:

- The customer must notify Verizon in writing, in addition to the ASR.
- The higher speed service period must be equal to or greater in length than the time remaining under the ETTVP.
- The upgraded service remains connected at the same point(s) of termination.

When ETTVP DS1 SALs are upgraded to a DS3 arrangement or to an Optical Networking arrangement, the number of DS1 SALs upgraded will remain in the quantity count for the purpose of determining the applicable threshold level rate.

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(N) Upgrades (Cont'd)

(2) Technology Migrations

For customers who subscribe to a DS1 TVP/ETTVP on or after December 2, 2010 or renew an expiring DS1 TVP/ETTVP on or after December 2, 2010, the DS1 TVP/ETTVP customer may disconnect a High Capacity Digital DS1 Service in order to replace such service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.10 preceding.

For customers who subscribed to a DS1 TVP/ETTVP prior to December 2, 2010, Section 5.6.14(N)(1) preceding includes replacements of service under a DS1 TVP/ETTVP with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service of a higher speed. However, the customer may, at its option, replace service under a DS1 TVP/ETTVP with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.10 preceding in lieu of Section 5.6.14(N)(1) preceding.

Service availability limited. Refer to # footnote on Page 5-87.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 DS1 Term Volume Plans# (Cont'd)

(T)

(O) Termination LiabilityOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

When a TVP arrangement is cancelled in its entirety prior to the end of the commitment period, termination liability charges, as set forth below, will apply based on the remainder of the TVP period in effect at the time of disconnect.

One Year TVP - 50% of any remaining portion of the first year's recurring charges.

Two Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second year, the customer will be liable for 5% of the total monthly recurring charges in that period.

Three Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

Five Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 15% of the total monthly recurring charges in that time period.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

When an ETTVP arrangement is cancelled in its entirety prior to the end of the commitment period, termination liability charges, as set forth below, will apply based on the remainder of the ETTVP period in effect at the time of disconnect. The termination liability charge applies in addition to any applicable minimum period charges.

Subject to any applicable TISC, the customer will be liable for one-hundred percent (100%) of any remaining DS1 SAL Monthly Recurring Charges (MRCs) in the first year of the ETTVP and for twenty-five percent (25%) of any remaining DS1 SAL MRCs for the balance of the commitment period.

For example, on an 8-year TVP with TISC of 5 years, the customer will be liable for 100% of any remaining DS1 SAL Monthly Recurring Charges (MRCs) for the sixth year recurring charges. In addition, for any remaining portion of the seventh and eighth years, the customer will be liable for 25% of the total monthly recurring charges in that time period.

When a 10-year ETTVP is cancelled in its entirety during an extension period, as described in 5.6.14(M) preceding, the customer will be liable for twenty-five percent (25%) of any remaining DS1 SAL Monthly Recurring Charges (MRCs) for the balance of the extension period.

Service availability limited. Refer to # footnote on Page 5-87.

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(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.14 DS1 Term Volume Plans# (Cont'd) (T)

(P) Termination Without Liability

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

During a TVP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the TVP arrangement without penalty or liability, unless the increase is a result of FCC action.

(D)
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(D)

A customer may cancel its TVP if all of its DS1 Services under that TVP have been replaced with a Replacing Service pursuant to (N)(2) preceding.

Eight- and Ten-Year DS1 Term Volume Plans (ETTVP)

During an ETTVP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the ETTVP arrangement without penalty or liability, unless the increase is a result of FCC action.

(D)
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Service availability limited. Refer to # footnote on Page 5-87. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan#

(A) Description

(1) The DS3 Term Volume Plan (**DS3 TVP**) provides a customer with discounted monthly recurring rates for DS3 Special Access Line (**SAL**) rate elements based upon a term commitment and a committed number of DS3 SALs (**DS3 Commitment Quantity**). The DS3 Commitment Quantity represents the total number of DS3 SALs that the customer commits to the DS3 TVP, regardless of the total number of DS3 SALs that the customer currently has in-service in the operating territories of this tariff. Only one DS3 Commitment Quantity is allowed for the DS3 TVP. For DS3 TVPs established prior to July 16, 2016, the DS3 Commitment Quantity (along with the Term Commitment as defined in (A)(2) following) determines the Commitment Level and corresponding rates applicable to the DS3 SALs included in the TVP. For DS3 TVPs established on or after July 16, 2016, the DS3 Commitment Quantity for the customer's ACNAs designated for inclusion in the DS3 TVP (along with the Term Commitment as defined in (A)(2) following) determines the Commitment Level and corresponding rates applicable to the DS3 SALs included in the TVP. Commitment Levels are described in (C) following (**Commitment Level**).

(T)

(2) The DS3 TVP is offered for a 3 or 5# year term commitment period (**Term Commitment**). For DS3 TVPs established prior to July 16, 2016, upon subscription to the DS3 TVP, all of the customer's DS3s that are eligible for inclusion in the DS3 TVP (whether or not such DS3s are actually included in the Commitment Level) will be billed at the applicable DS3 TVP rate level. For DS3 TVPs established on or after July 16, 2016, upon subscription to the DS3 TVP, all of the customer's DS3s that are eligible for inclusion in the DS3 TVP (whether or not such DS3s are actually included in the Commitment Level) in the ACNAs designated for inclusion in the DS3 TVP will be billed at the applicable DS3 TVP rate level. The applicable DS3 TVP rate level corresponds to the length of the Term Commitment selected by the customer and a Commitment Level as determined by the DS3 Commitment Quantity. For example, if a customer commits 51 DS3 circuits to a 3 year Term Commitment under this DS3 TVP, but has a total of 150 DS3 circuits in-service, the customer will receive a rate corresponding to a Term Commitment of 3 years for a Commitment Level of 50-149 DS3 circuits for all 150 DS3 circuits.

(T)

Certain material previously found on this page can now be found on Original Page 5-117.1.

Effective May 30, 2019, subscriptions to new 5-Year DS3 TVPs are no longer permitted. The Telephone Company will continue to provide 5-Year DS3 TVPs pursuant to this Section 5.6.19 on any existing 5-Year DS3 TVP that is in-service as of May 30, 2019 (Existing 5-Year DS3 TVPs), subject to the following conditions:

(N)

- The Telephone Company will continue to provide Existing 5-Year DS3 TVPs 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 TVP is not permitted.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(B) DS3 TVP Enrollment and Conversion of DS3 Services

- (1) A customer wishing to subscribe to a DS3 TVP must submit a written request to the Telephone Company. The written request must be submitted in a manner designated by the Telephone Company, and must include all of the following.
- (a) The enrollment date for the DS3 TVP. This is the date on which DS3 TVP rates will commence and serves as the anniversary date for the DS3 TVP for the purpose of administering the Annual Review described in (E) following. The enrollment date must be within thirty (30) calendar days of the Telephone Company receiving the customer's written subscription to DS3 TVP.
 - (b) The DS3 Commitment Quantity for the DS3 TVP. The DS3 Commitment Quantity shall be the number of DS3 SALs that the customer includes in the DS3 TVP and shall correspond to a Commitment Level as described in (C) following. In order to subscribe to DS3 TVP, a minimum of twenty (20) DS3 SALs must be committed to the DS3 TVP.
 - (c) The Term Commitment for the DS3 TVP. Term Commitment periods of 3-years or 5-years# are offered.
 - (d) The Access Customer Name Abbreviations (**ACNAs**) to include in the DS3 TVP. Customer must own or have the right to utilize all the ACNAs subscribed to this DS3 TVP, and must otherwise comply with the terms and conditions of this tariff. Subsequent to initial subscription, additional ACNA(s) may be included in the DS3 TVP so long as the customer complies with the terms and conditions set forth in this tariff. Such requests must be made in the same manner and by providing the same information required for initial subscription under this (B) (1). The DS3 Commitment Quantity and the resulting Commitment Level must be increased to include the additional SALs associated with the addition of any ACNA(s). The increased Commitment Level will apply through the end of the Term Commitment. No adjustment to prior billing will be made, and no credits will be given based on the new Commitment Level as set forth in (G) following.
 - (e) Request for Time-in-Service Credit (**TISC**). TISC is described in (K) (2) following. TISC must be requested by the customer in writing and agreed to by the Telephone Company prior to the enrollment date of the DS3 TVP. The customer must request TISC in its initial subscription under this (B) (1) and the request must include all of the information specified in (K) (2) following. No requests for TISC will be accepted after the enrollment date of the DS3 TVP.

(T)

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

(T)

5.6.19 DS3 Term Volume Plan# (Cont'd)

(B) DS3 TVP Enrollment and Conversion of DS3 Services (Cont'd)

- (2) When an Eligible DS3 Service (as described in (D)(1) following) under a term plan is discontinued in order to include the DS3 SAL in the DS3 TVP, no termination penalty will apply for early termination of that DS3 Service. TISC under (K)(2) following may be available for the time that the DS3 SAL was under a term plan prior to conversion to the DS3 TVP.
- (3) Where there is no service interruption, billing interruption or other changes to an existing service being converted to the DS3 TVP, nonrecurring charges do not apply for the conversion.
- (4) If the customer converts a service that is not an Eligible DS3 Service, as defined in (D)(1) following, (such as DS3 Unlimited System) to a service that is an Eligible DS3 Service, as defined in (D)(1) following, such conversion will be treated as a disconnection of the existing service and installation of a new service and all applicable charges, terms and conditions will apply. The new TVP eligible service will be included in the in-service quantity count as of the order completion date for the conversion, and the applicable DS3 TVP rates will apply as of that date.

(C) Commitment Levels

The DS3 Commitment Quantity as specified by the customer determines the Commitment Level for the DS3 TVP. The Commitment Level determines the rates applicable to all DS3 SALs included in the DS3 TVP. These rates are arranged in tiers based on the Commitment Level (shown in parentheses below) as set forth in Section 5.7.22 following.

- Commitment Level 1 (20 DS3 SALs – 49 DS3 SALs)
- Commitment Level 2 (50 DS3 SALs – 149 DS3 SALs)
- Commitment Level 3 (150 DS3 SALs – 274 DS3 SALs)
- Commitment Level 4 (275 DS3 SALs – 499 DS3 SALs)
- Commitment Level 5 (500 DS3 SALs or more)

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(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(D) Terms and Conditions

- (1) The DS3 TVP includes only SALs associated with Protected Individual DS3s without Company Electronics or Protected Individual DS3s with Company Electronics as set forth in Section 5.7.22 following (**Eligible DS3 Services**). No other DS3 offerings as set forth in this or other sections of this tariff will be included in the DS3 TVP.
- (2) Subsequent to initial enrollment to the DS3 TVP under (B) preceding, the customer may, at any time during the Term Commitment, purchase (only under the ACNAs included in the DS3 TVP) additional DS3 SALs which are Eligible DS3 Services, each of which shall be automatically included in the DS3 TVP. The additional SALs will be billed at the same rate level as all of the other DS3 SALs in the DS3 TVP. Rate levels for DS3 SALs in a DS3 TVP are set forth in Section 5.7.22 following and are determined by the Term Commitment and DS3 Commitment Quantity for the TVP. The addition of new DS3 SALs does not change the DS3 Commitment Quantity.

Service availability limited. Refer to # footnote on Page 5-117.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(E) Annual Review

- (1) On the anniversary date of the customer's DS3 TVP, the Telephone Company will conduct an Annual Review to determine if the customer has met its DS3 Commitment Quantity of DS3 SALs for the ACNAs included in the DS3 TVP for the prior twelve (12) months. For purposes of conducting the Annual Review, the Telephone Company will develop an average number of DS3 SALs that were in-service over the prior 12 months by first summing the actual number of DS3 SALs that were in-service for each of the prior 12 months (including any DS3 SALs replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.10.3 preceding) and then dividing that total by twelve (12). The anniversary date shall be determined as set forth in (B) (1) (a) preceding.
- (2) For purposes of the Annual Review, an allowance of up to three percent (3%) below the committed number of in-service DS3 SALs (rounded to the nearest DS3) will be considered as having met the DS3 Commitment Amount. The DS3 Commitment Quantity less the three percent (3%) allowance shall be defined as the **Minimum DS3 Commitment Quantity**. For example, the Minimum DS3 Commitment Quantity for 48 DS3 SALs is considered to be met if the average number of in-service DS3 SALs determined at the Annual Review is no less than 47 (e.g., 48 DS3 SALs less 3% allowance = 46.56 and then rounded up to 47 SALs). The average number of in-service DS3 SALs determined at the Annual Review may exceed the DS3 Commitment Quantity, subject to (E) (4) and (E) (5) following.
- (3) Where the average number of in-service DS3 SALs at the time of the Annual Review is less than the Minimum DS3 Commitment Quantity determined in (E) (2) preceding (i.e., customer has not met its DS3 Commitment Quantity, less the 3% allowance), a penalty as set forth under (F) following will be assessed.
- (4) Where the average quantity of in-service DS3 SALs at the time of the Annual Review is equal to the customer's Minimum DS3 Commitment Quantity (i.e., customer has met its DS3 Commitment Quantity, less the 3% allowance), or exceeds the DS3 Commitment Quantity by no more than thirty percent (30%), no penalty applies. The current DS3 Commitment Quantity will continue for the remainder of the TVP Term Commitment unless otherwise adjusted under this Section (E) and (G) following.

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd) (T)(E) Annual Review (Cont'd)

(5) Where the average quantity of in-service DS3 SALs at the time of the Annual Review exceeds the DS3 Commitment Quantity by more than thirty percent (30%), the DS3 Commitment Quantity will be automatically reset by the Telephone Company to a level that is equal to the existing DS3 Commitment Quantity of DS3 SALs plus 50% of the number of DS3 SALs that are in excess of the current DS3 Commitment Quantity rounded to the next DS3 SAL. For example, if the existing DS3 Commitment Quantity at the time of Annual Review is 100 DS3 SALs, and the average in-service quantity at the time of Annual Review is 137 DS3 SALs, the new DS3 Commitment Quantity will be set at 119 SALs ($100 + (37 \times .5) = 118.5$ DS3 SALs rounded to the nearest whole number) and will apply for the remainder of the Term Commitment unless otherwise adjusted under this Section (E).

(6) Within thirty (30) days after completion of an Annual Review, the customer has the option to reduce its DS3 Commitment Quantity under the Buy Down option described in (G) (4) following. Should the Annual Review result in the automatic increase of the DS3 Minimum Commitment Quantity as described in (E)(5) above, such increase will be applied before the customer may exercise the Buy Down option. The reduced Commitment Level will be utilized for administering the terms and conditions in this Section 5.6.19 for the remainder of the Term Commitment. Buy Down provisions will be applied after application of any Shortfall Penalties due as a result of that Annual Review. The customer's exercise of the Buy Down provisions shall not relieve the customer of any Shortfall Penalties that are assessed by Telephone Company prior to the exercise of the Buy-Down. No adjustment to prior billing will occur, and no credits will be given for reduction to the DS3 Commitment Quantity under the Buy Down option. (D)

(F) Shortfall Penalties for Failing To Meet the Commitment Level

When the average number of in-service DS3 SALs at the Annual Review is less than the Minimum DS3 Commitment Quantity, as determined in (E)(2) preceding, a shortfall penalty applies. The shortfall penalty is calculated by multiplying the following:

- (i) TVP rate for the predominant service type purchased by the customer (for example, if sixty percent (60%) of the customer's DS3 SALs included in the DS3 TVP are End User DS3 SALs with Company Electronics, then the rate for End User DS3 SALs with Company Electronics shall apply) by
- (ii) The Minimum DS3 Commitment Quantity minus the average in-service quantity of DS3 SALs by
- (iii) twelve (12) months

Service availability limited. Refer to # footnote on Page 5-117. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(F) Shortfall Penalties for Failing To Meet the Commitment Level (Cont'd)

For example, a customer that has predominantly End User DS3 SALs with Company Electronics would incur the following shortfall penalty if it failed to meet its Minimum DS3 Commitment Quantity as calculated under (E) (2) preceding at the Annual Review. Assume the following circumstances occurred.

- Current commitment is 101 circuits.
- Average quantity of In-service DS3 SALs at Annual Review = 90
- Minimum DS3 SAL requirement is 101 less 3%, or 98 circuits
- Shortfall is 98 - 90 = 8
- Rate for predominant type of DS3 SAL is \$975
- Shortfall penalty amount is 8 x \$975 x 12 = \$93,600

(G) Changes to Commitment Level

- (1) At any time during the Term Commitment, the customer may increase the DS3 Commitment Quantity to achieve a higher Commitment Level. Such request must be submitted in writing to the Telephone Company in accordance with the same requirements used for initial enrollment to DS3 TVP under (B) preceding. The rates associated with the increased DS3 Commitment Quantity are effective upon the enrollment date specified in the customer's written subscription to increase the DS3 Commitment Quantity. No retroactive adjustment prior to the subscription date for the increased DS3 Commitment Quantity will be made for any additional discount that may be associated with the customer-initiated increase in Commitment Level.
- (2) When the DS3 Commitment Quantity for the TVP is reduced under (G) (4) following for a Buy-Down of the DS3 Commitment Quantity, the DS3 Commitment Quantity resulting from the Buy-Down will become the DS3 Commitment Quantity for determining the Commitment Level and rates going forward, and DS3 Commitment Quantity for the Annual Review(s) going forward.
- (3) Reserved for future use.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan# (Cont'd) (T)

(I) TVP Renewal Options

- (1) At the expiration of the TVP Term Commitment, the customer may select a new 3-year DS3 TVP or may convert to any other payment plan offered in this tariff for DS3 Service. The customer may designate the same or different ACNAs to be included in the new DS3 TVP in accordance with Section 5.6.19 (A) (1) preceding. If the customer fails to make an election, the Telephone Company will continue DS3 TVP billing based on the current Commitment Level and Term Commitment for sixty (60) calendar days beyond the scheduled expiration date of the DS3 TVP or until an election is made. (T) (T)
- (2) If the customer does not select a new 3-year DS3 TVP or convert to another payment plan within sixty (60) calendar days beyond the scheduled expiration date, a current 3-year DS3 TVP will be automatically renewed at the DS3 Commitment Quantity in effect on the expiration date, and a new 3-year DS3 TVP term will begin. A current five-year DS3 TVP will be converted to a new 3-year TVP at the same DS3 Commitment Quantity, less any transfer adjustments applicable under Section 2.9.2(C) preceding. The effective date of the new DS3 TVP is the same date on which the old DS3 TVP expires. (T) | (T) (N) | (N)
- (3) All terms and conditions under this Section 5.6.19, including termination liabilities, will apply to the renewed DS3 TVP.
- (4) If the customer chooses to convert to a term plan option other than a DS3 TVP, this election will be treated as a disconnect of the existing service and installation of a new service, and all applicable rates, terms, conditions, ordering processes, and obligations associated with the new service option will apply. However, installation charges do not apply to those DS3 SALs that are in service on the date that they are converted from the DS3 TVP to the other term plan.

Service availability limited. Refer to # footnote on Page 5-117. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(J) Upgrades(1) Upgrade to a Higher Speed Service

- (a) During the Term Commitment, the customer may upgrade DS3 service under a DS3 TVP to an equal or higher speed service by disconnecting the DS3 Service under the DS3 TVP and installing the upgraded service in accordance with the terms and conditions for that service. The upgraded service is subject to all terms, conditions, rates, and charges for the upgraded service as specified in the applicable sections of this tariff.
- (b) Customer will qualify for adjustment of their DS3 Commitment Quantity, as set forth in (J) (3) following, if customer is unable to meet the Minimum DS3 Commitment Quantity and is subject to shortfall penalties as a direct result of its discontinuation of DS3 SALs which are upgraded to an equal or higher speed service. Customer will qualify for such adjustment to its DS3 Commitment Quantity only if the following terms and conditions are met:
- (1) Both the discontinued service and the upgraded service are provided solely by the Telephone Company.
 - (2) The total bandwidth of the upgraded service is equal to or greater than the total bandwidth of the discontinued service. For example, if two (2) in-service DS3 SALs are discontinued and replaced by an OC-3 level SONET service (equivalent to 3 DS3s), the customer would be eligible to receive credit for two (2) DS3 SALs under this provision.
 - (3) The orders to disconnect the existing service and install the upgraded service are placed at the same time and with due dates that are within ninety (90) days of each other.
 - (4) The Term Commitment for the upgraded service must be equal to or greater than the Term Commitment for the discontinued service, except when an equal to or greater than Term Commitment period is not available under the upgraded service, in which case the longest Term Commitment period offered on the upgraded service must be selected.
 - (5) The originating and terminating locations of the service being upgraded are the same originating and termination locations for the replaced (upgraded) service.

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.19 DS3 Term Volume Plan# (Cont'd)(J) Upgrades (Cont'd)(1) Upgrade to a Higher Speed Service (Cont'd)

(c) In addition to (b) (1) through (5) preceding, the customer must provide written notice of the upgrade to the Telephone Company for its use during the Annual Review. Written notification must be made at the time the customer orders the upgrade and/or thirty (30) calendar days following the Annual Review as described in (E) preceding. The notification must be received by the Telephone Company within the allotted time, or the customer may be subject to a shortfall penalty if it fails to meet the Minimum DS3 Commitment Quantity for the Annual Review period. Such notice must include order number information, including the purchase order number (PON), of each disconnected service that was upgraded during the Annual Review period. Failure to provide written notification to the Telephone Company within the allotted time will result in the customer forfeiting any credit for the upgrade that would otherwise apply.

(d) DS3 SALs that qualify as upgrades under (a) through (c) preceding will be added to the customer's actual in-service DS3 SAL counts for the purpose of determining whether the customer met the Minimum DS3 Commitment Quantity for the remainder of the TVP term. For example, if the customer has a DS3 Commitment Quantity of 155 DS3 SALs and is eligible for 20 DS3 SAL upgrades to a high speed service, the customer will have met the Minimum DS3 Commitment Quantity if their average in-service quantity of DS3 SALs is equal to or greater than 130 DS3 SALs (e.g., 155 less 3% (5 DS3 SALs) less 20 DS3 SALs equals 130 DS3 SALs).

(2) Technology Migration

For customers who subscribe to a DS3 TVP on or after December 2, 2010, or renew an expiring DS3 TVP on or after December 2, 2010, the DS3 TVP customer may disconnect a High Capacity Digital DS3 Service provided under a DS3 TVP in order to replace such service with a Replacing Service pursuant to Section 2.10 preceding.

For customers who subscribed to a DS3 TVP prior to December 2, 2010, Section 5.6.19(J)(1) preceding includes replacements of a service under a DS3 TVP with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service of a higher speed. However, the customer may, at its option, replace service under a DS3 TVP with a Replacing Service pursuant to Section 2.10 preceding in lieu of Section 5.6.19(J)(1) preceding.

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(K) Termination Liability

- (1) When the entire DS3 TVP is discontinued prior to the end of the Term Commitment, termination liability applies to each DS3 SAL that is in-service for the ACNAs included in the DS3 TVP on the date of discontinuance. Termination liability charges apply from the date of discontinuance to the end of the Term Commitment of the DS3 TVP. When applicable, termination liability is equal to one hundred percent (100%) of the total monthly recurring charges for the remaining portion of the first year and fifteen percent (15%) of the total monthly recurring charges for the remainder of the Term Commitment. The monthly rates used to calculate termination liability are the monthly rates that would otherwise apply had the DS3 TVP not been discontinued (i.e., charges based on current Commitment Level and Term Commitment at the time of discontinuance).

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan# (Cont'd) (T)

(K) Termination Liability (Cont'd)

(2) TISC

(a) TISC reduces the time for which the new DS3 TVP is subject to termination liability under (K)(1) preceding. TISC will be granted based on the longest in service time of any DS3 circuit being converted as shown in the following table: (D)

<u>DS3 SAL Time In-Service</u>	<u>TVP Plan Term</u>	<u>TISC Allowance</u>	
24 to 36 months	3 Years or Longer	6 months credit	
Over 36 months	3 Years	6 months credit	
Over 36 months	5 Years or Longer	12 months credit*	(T)

For example, if the customer had SALs with in service times of 11 months, 18 months, 26 months, and 48 months and subscribed to a 3-Year TVP, they would be eligible for 6 months of TISC, as set forth in the table above. If that same customer subscribed to a 5-Year TVP, they would be eligible for 12 months TISC.

(b) In order to receive TISC, the customer must have requested TISC at the time of initial subscription to the DS3 TVP under (B) preceding by providing the circuit ID and Service Establishment Date (SED) of the qualifying circuit.

(c) The maximum amount of TISC available under this Section 5.6.19 is six (6) months. TISC will be applied to the end of the Commitment Period. TISC reduces the number of months from the end of the selected Commitment Period to which termination liability charges are applicable for the purposes of calculating any Termination Liability that may be applied under this Section (K). (C)
(D)

(d) The customer may also receive C-TISC as a result of converting its DS3 TVP to a new DS3 TVP under (H) preceding. (D)

|
|
|
|
|
|
(D)

* Applies only to customers who were granted TISC upon subscription to a 5-year DS3 TVP which began prior to May 30, 2019. (N)

Service availability limited. Refer to # footnote on Page 5-117. (N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(L) Termination Without Liability

- (1) Subject to the terms and conditions set forth in this Section 5.6.19, including any shortfall penalties that might apply for failing to meet the Minimum DS3 Commitment Quantity, Minimum Period charges, and all other applicable requirements and penalties as set forth in other sections of this tariff, individual DS3 SALs may be disconnected under the DS3 TVP without the application of termination liability charges.
- (2) In the event the Telephone Company initiates a rate increase and the total discounted monthly billing for the affected service type increases by eight percent (8%) or more, the customer may cancel the DS3 TVP without the application of termination liability, as set forth in (K) preceding. The customer must exercise its option to cancel the DS3 TVP under these conditions by providing written notice to the Telephone Company within thirty (30) calendar days of the date of the effective rate increase.

(D)
(D)

(M) Minimum Period Charges

A one (1) year minimum period will apply to all new DS3 SALs that are added after the DS3 TVP enrollment date. If such service is disconnected prior to completion of the first year following establishment of such service, a charge equal to 100% of the monthly recurring charge for such service applies for the balance of the minimum period. Minimum period charges are in addition to any termination liabilities that may be assessed in accordance with (K)(1) preceding, and no Time in Service Credits are applicable for the minimum period. For example, assume that the customer subscribes to DS3 TVP on the first day of January and subsequently orders a new service under its DS3 TVP on the first day of February in the same year. Also assume that the customer disconnects that same service seven (7) months later and that the monthly recurring charge for that service at the time of the disconnection is \$900. Further, assume that the customer continues to be enrolled in its DS3 TVP. The Minimum Period Charge will be the five (5) remaining months x \$900 = \$4,500 Minimum Period liability. DS3 SALs that are already in-service at the time of initial subscription to TVP are not subject to the 1 year minimum period under this (K)(3).

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.19 DS3 Term Volume Plan# (Cont'd)

(T)

(N) Rate Changes

The Telephone Company may change rates for any or all of the DS3 TVP SAL rate elements at any time. Subject to the provisions of (L) (2) preceding, the new rates will apply for the remainder of the TVP Term.

(O) TVP Nonrecurring Charge

With the exception of converting an existing DS3 SAL to a DS3 TVP under (B) (3) preceding, nonrecurring charges apply as specified in this or other sections of this tariff.

Service availability limited. Refer to # footnote on Page 5-117.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.10 High Capacity Digital DS3 (44.736 Mbps) Facilities - Three System (Cont'd)

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

(USOC)	<u>Nonrecurring Charge</u>	<u>First End User Special Access Line</u>			(T)
		<u>One Year Monthly Rate</u> (EUUE1)#	<u>Three Year Monthly Rate</u> (EUUE3)	<u>Five Year## Monthly Rate</u> (EUUE5)	
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$2,500.00	\$1,686.46	\$1,380.12	\$1,203.84	
Price Band B	2,500.00	1,725.68	1,412.98	1,233.20	
Price Band C	2,500.00	1,764.90	1,445.84	1,262.57	
Price Cap	2,500.00	1,480.00	1,240.00	1,108.00	
Virginia					
Price Band A	2,500.00	2,370.00	2,140.00	1,660.00	
Price Band B	2,500.00	2,370.00	2,140.00	1,660.00	
Price Band C	2,500.00	2,370.00	2,140.00	1,660.00	
Price Cap	2,500.00	2,370.00	2,140.00	1,660.00	

USOC applies to all jurisdictions in which the First Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

(N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.10 High Capacity Digital DS3 (44.736 Mbps) Facilities - Three System (Cont'd)

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

(USOC)	<u>Nonrecurring Charge</u>	<u>First Special Access Line</u>			(T)
		<u>One Year Monthly Rate</u> (1CFE1)#	<u>Three Year Monthly Rate</u> (1CFE3)	<u>Five Year## Monthly Rate</u> (1CFE5)	
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$2,500.00	\$1,686.46	\$1,380.12	\$1,203.84	
Price Band B	2,500.00	1,725.68	1,412.98	1,233.20	
Price Band C	2,500.00	1,764.90	1,445.84	1,262.57	
Rearrangement - Per Termination	(NRBOT)				
Price Bands, A, B and C	\$200.00				
Coordinated Retermination - Per Circuit	(NRFRE)				
Price Bands, A, B and C	\$380.00				
Virginia					
Price Band A	2,500.00	2,370.00	2,140.00	1,660.00	
Price Band B	2,500.00	2,370.00	2,140.00	1,660.00	
Price Band C	2,500.00	2,370.00	2,140.00	1,660.00	
Rearrangement - Per Termination	(NRBOT)				
Price Bands, A, B and C	\$200.00				
Coordinated Retermination - Per Circuit	(NRFRE)				
Price Bands, A, B and C	\$380.00				

USOC applies to all jurisdictions in which the First Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.10 High Capacity Digital DS3 (44.736 Mbps) Facilities - Three System

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

Each Additional End User Special Access Line - Maximum of 2

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (EUUG1)#	<u>Three Year Monthly Rate</u> (EUUG3)	<u>Five Year## Monthly Rate</u> (EUUG5)	(T)
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$1,000.00	\$1,264.90	\$ 1,035.09	\$902.91	
Price Band B	1,000.00	1,294.26	1,059.79	924.96	
Price Band C	1,000.00	1,323.73	1,084.38	947.00	
Price Cap	1,000.00	1,110.00	930.00	831.00	
Virginia					
Price Band A	1,000.00	1,777.50	1,605.00	1,245.00	
Price Band B	1,000.00	1,777.50	1,605.00	1,245.00	
Price Band C	1,000.00	1,777.50	1,605.00	1,245.00	
Price Cap	1,000.00	1,777.50	1,605.00	1,245.00	

USOC applies to all jurisdictions in which each additional Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.10 High Capacity Digital DS3 (44.736 Mbps) Facilities - Three System

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

Each Additional Special Access Line - Maximum of 2

(USOC)	Nonrecurring <u>Charge</u>	One Year Monthly <u>Rate</u>	Three Year Monthly <u>Rate</u>	Five Year## Monthly <u>Rate</u>	(T)
		(1CFG1)#	(1CFG3)	(1CFG5)	
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$1,000.00	\$1,264.90	\$1,035.09	\$902.91	
Price Band B	1,000.00	1,294.26	1,059.79	924.96	
Price Band C	1,000.00	1,323.73	1,084.38	947.00	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00				
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00				
Virginia					
Price Band A	1,000.00	1,777.50	1,605.00	1,245.00	
Price Band B	1,000.00	1,777.50	1,605.00	1,245.00	
Price Band C	1,000.00	1,777.50	1,605.00	1,245.00	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00				
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00				

USOC applies to all jurisdictions in which each additional Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System

(A) Protected DS3 - With Telephone Company Electronics

(USOC)	<u>Nonrecurring Charge</u>	<u>First End User Special Access Line</u>				(D)
		<u>One Year Monthly Rate</u> (EUUF1)	<u>Three Year Monthly Rate</u> (EUUF3)	<u>Five Year# Monthly Rate</u> (EUUF5)	<u>Seven Year# Monthly Rate</u> (EUUF7)	(T)
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$4,500.00	\$4,833.81	\$4,013.27	\$3,533.62	\$3,072.68	
Price Band B	4,500.00	4,946.17	4,108.77	3,619.79	3,149.58	
Price Band C	4,500.00	5,058.64	4,204.38	3,705.97	3,226.32	
Price Cap	4,500.00	4,242.00	3,605.75	3,252.25	2,898.75	
Virginia						
Price Band A	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Price Band B	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Price Band C	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Price Cap	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System

(A) Protected DS3 - With Telephone Company Electronics

(USOC)	<u>First Special Access Line</u>					(T)
	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year# Monthly Rate</u>	<u>Seven Year# Monthly Rate</u>	
		(1CFF1)	(1CFF3)	(1CFF5)	(1CFF7)	
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$4,500.00	\$4,833.81	\$4,013.27	\$3,533.62	\$3,072.68	
Price Band B	4,500.00	4,946.17	4,108.77	3,619.79	3,149.58	
Price Band C	4,500.00	5,058.64	4,204.38	3,705.97	3,226.32	
Rearrangement (NRBOT)						
- Per Termination						
Price Bands, A, B and C	\$200.00					
Coordinated Retermination (NRFRE)						
- Per Circuit						
Price Bands, A, B and C	\$380.00					
Virginia						
Price Band A	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Price Band B	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Price Band C	4,500.00	6,471.75	5,510.00	4,985.25	4,547.75	
Rearrangement (NRBOT)						
- Per Termination						
Price Bands, A, B and C	\$200.00					
Coordinated Retermination (NRFRE)						
- Per Circuit						
Price Bands, A, B and C	\$380.00					

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

Each Additional End User Special Access Line

(USOC)	<u>Nonrecurring Charge</u>	One Year Monthly <u>Rate</u> (EUUH1)	Three Year Monthly <u>Rate</u> (EUUH3)	Five Year# Monthly <u>Rate</u> (EUUH5)	(T)
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$1,000.00	\$512.83	\$441.07	\$396.65	
Price Band B	1,000.00	524.70	451.56	406.30	
Price Band C	1,000.00	536.68	462.05	415.94	
Price Cap	1,000.00	450.00	396.25	365.00	
Virginia					
Price Band A	1,000.00	800.00	727.75	569.25	
Price Band B	1,000.00	800.00	727.75	569.25	
Price Band C	1,000.00	800.00	727.75	569.25	
Price Cap	1,000.00	800.00	727.75	569.25	

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(A) Protected DS3 - With Telephone Company Electronics (Cont'd)

Each Additional Special Access Line

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (1CFH1)	<u>Three Year Monthly Rate</u> (1CFH3)	<u>Five Year# Monthly Rate</u> (1CFH5)	(T)
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$1,000.00	\$512.83	\$441.07	\$396.65	
Price Band B	1,000.00	524.70	451.56	406.30	
Price Band C	1,000.00	536.68	462.05	415.94	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00				
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00				
Virginia					
Price Band A	1,000.00	800.00	727.75	569.25	
Price Band B	1,000.00	800.00	727.75	569.25	
Price Band C	1,000.00	800.00	727.75	569.25	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00				
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00				

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(B) Protected DS3 - Without Telephone Company Electronics (Cont'd)

(USOC)	<u>Nonrecurring Charge</u>	<u>First End User Special Access Line</u>			(T)
		<u>One Year Monthly Rate</u> (EUUL1)	<u>Three Year Monthly Rate</u> (EUUL3)	<u>Five Year# Monthly Rate</u> (EUUL5)	
<u>Jurisdiction</u>					
Pennsylvania					
Price Band A	\$3,375.00	\$3,290.35	\$2,731.62	\$2,405.25	
Price Band B	3,375.00	3,366.88	2,796.70	2,463.97	
Price Band C	3,375.00	3,443.41	2,861.68	2,522.59	
Price Cap	3,375.00	2,887.25	2,454.25	2,213.75	
Virginia					
Price Band A	3,375.00	4,405.25	3,750.25	3,393.25	
Price Band B	3,375.00	4,405.25	3,750.25	3,393.25	
Price Band C	3,375.00	4,405.25	3,750.25	3,393.25	
Price Cap	3,375.00	4,405.25	3,750.25	3,393.25	

Service availability limited. Refer to Page # footnote on Page 5-74. (N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(B) Protected DS3 - Without Telephone Company Electronics (Cont'd)

		<u>First Special Access Line</u>					
(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year# Monthly Rate</u>		(T)	
<u>Jurisdiction</u>		(1CFL1)	(1CFL3)	(1CFL5)			
Pennsylvania							
Price Band A	\$3,375.00	\$3,290.35	\$2,731.62	\$2,405.25			
Price Band B	3,375.00	3,366.88	2,796.70	2,463.97			
Price Band C	3,375.00	3,443.41	2,861.68	2,522.59			
Rearrangement (NRBOT)							
- Per Termination							
Price Bands, A, B and C	\$200.00						
Coordinated Retermination (NRFRE)							
- Per Circuit							
Price Bands, A, B and C	\$380.00						
Virginia							
Price Band A	3,375.00	4,405.25	3,750.25	3,393.25			
Price Band B	3,375.00	4,405.25	3,750.25	3,393.25			
Price Band C	3,375.00	4,405.25	3,750.25	3,393.25			
Rearrangement (NRBOT)							
- Per Termination							
Price Bands, A, B and C	\$200.00						
Coordinated Retermination (NRFRE)							
- Per Circuit							
Price Bands, A, B and C	\$380.00						
# Service availability limited. Refer to Page # footnote on Page 5-74.							(N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(B) Protected DS3 - Without Telephone Company Electronics (Cont'd)

(USOC)	<u>Nonrecurring Charge</u>	<u>Each Additional End User Special Access Line</u>				(D)
		<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year# Monthly Rate</u>	<u>Seven Year# Monthly Rate</u>	(T)
		(EUUN1)	(EUUN3)	(EUUN5)	(EUUN7)	
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$750.00	\$497.99	\$434.92	\$361.57	\$333.37	
Price Band B	750.00	509.54	445.31	370.36	341.74	
Price Band C	750.00	521.20	455.69	379.27	350.12	
Price Cap	750.00	437.00	390.75	332.75	314.50	
Virginia						
Price Band A	750.00	772.00	705.75	544.50	407.50	
Price Band B	750.00	772.00	705.75	544.50	407.50	
Price Band C	750.00	772.00	705.75	544.50	407.50	
Price Cap	750.00	772.00	705.75	544.50	407.50	

Service availability limited. Refer to Page # footnote on Page 5-74. (N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.11 High Capacity Digital DS3 (44.736 Mbps) Facilities - Unlimited System (Cont'd)

(B) Protected DS3 - Without Telephone Company Electronics (Cont'd)

Each Additional Special Access Line

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (1CFN1)	<u>Three Year Monthly Rate</u> (1CFN3)	<u>Five Year# Monthly Rate</u> (1CFN5)	<u>Seven Year# Monthly Rate</u> (1CFN7)	(T)
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$750.00	\$497.99	\$434.92	\$361.57	\$333.37	
Price Band B	750.00	509.54	445.31	370.36	341.74	
Price Band C	750.00	521.20	455.69	379.27	350.12	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00					
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00					
Virginia						
Price Band A	750.00	772.00	705.75	544.50	407.50	
Price Band B	750.00	772.00	705.75	544.50	407.50	
Price Band C	750.00	772.00	705.75	544.50	407.50	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00					
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00					

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.12 High Capacity Digital DS3 (44.736 Mbps) Facilities - Individual System (Cont'd)

(A) Protected DS3 Individual - With Telephone Company Electronics (Cont'd)

(USOC)	<u>Each End User Special Access Line</u>					(D)
	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year## Monthly Rate</u>	<u>Seven Year## Monthly Rate</u>	(T)
		(EUUD1)#	(EUUD3)	EUUD5)	(EUUD7)	
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$1,000.00	\$1,367.40	\$1,113.00	\$967.04	\$853.30	
Price Band B	1,000.00	1,399.20	1,139.50	990.57	874.71	
Price Band C	1,000.00	1,431.00	1,166.00	1,014.21	896.02	
Price Cap	1,000.00	1,200.00	1,000.00	890.00	805.00	
Virginia						
Price Band A	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Price Band B	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Price Band C	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Price Cap	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	

USOC applies to all jurisdictions in which each Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.12 High Capacity Digital DS3 (44.736 Mbps) Facilities - Individual System (Cont'd)

(A) Protected DS3 Individual - With Telephone Company Electronics (Cont'd)

Each Special Access Line

(USOC)	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u> (1CFD1)#	<u>Three Year Monthly Rate</u> (1CFD3)	<u>Five Year## Monthly Rate</u> (1CFD5)	<u>Seven Year## Monthly Rate</u> (1CFD7)	(T)
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$1,000.00	\$1,367.40	\$1,113.00	\$967.04	\$853.30	
Price Band B	1,000.00	1,399.20	1,139.50	990.57	874.71	
Price Band C	1,000.00	1,431.00	1,166.00	1,014.21	896.02	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00					
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00					
Virginia						
Price Band A	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Price Band B	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Price Band C	1,000.00	1,750.00	1,343.50	1,166.00	1,004.00	
Rearrangement - Per Termination Price Bands, A, B and C	(NRBOT) \$200.00					
Coordinated Retermination - Per Circuit Price Bands, A, B and C	(NRFRE) \$380.00					

USOC applies to all jurisdictions in which each Special Access Line Protected DS3 - With Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.12 High Capacity Digital DS3 (44.736 Mbps) Facilities - Individual System (Cont'd)

(B) Protected DS3 Individual - Without Telephone Company Electronics (Cont'd)

(USOC)	<u>Each End User Special Access Line</u>					(D)
	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year## Monthly Rate</u>	<u>Seven Year## Monthly Rate</u>	(T)
		(EUUJ1)#	(EUUJ3)	(EUUJ5)	(EUUJ7)	
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$750.00	\$1,008.48	\$806.98	\$706.28	\$570.28	
Price Band B	750.00	1,031.91	826.16	723.45	584.59	
Price Band C	750.00	1,055.44	845.35	740.73	598.79	
Price Cap	750.00	885.00	725.00	650.00	538.00	
Virginia						
Price Band A	750.00	1,312.50	1,031.50	880.75	754.00	
Price Band B	750.00	1,312.50	1,031.50	880.75	754.00	
Price Band C	750.00	1,312.50	1,031.50	880.75	754.00	
Price Cap	750.00	1,312.50	1,031.50	880.75	754.00	

USOC applies to all jurisdictions in which each Special Access Line Protected DS3 - Without Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.12 High Capacity Digital DS3 (44.736 Mbps) Facilities - Individual System (Cont'd)

(B) Protected DS3 Individual - Without Telephone Company Electronics (Cont'd)

(USOC)	<u>Each Special Access Line</u>					(T)
	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year## Monthly Rate</u>	<u>Seven Year## Monthly Rate</u>	
		(1CFJ1)#	(1CFJ3)	(1CFJ5)	(1CFJ7)	
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$750.00	\$1,008.48	\$806.98	\$706.28	\$570.28	
Price Band B	750.00	1,031.91	826.16	723.45	584.59	
Price Band C	750.00	1,055.44	845.35	740.73	598.79	
Rearrangement - Per Termination	(NRBOT)					
Price Bands, A, B and C	\$200.00					
Coordinated Retermination - Per Circuit	(NRFRE)					
Price Bands, A, B and C	\$380.00					
Virginia						
Price Band A	750.00	1,312.50	1,031.50	880.75	754.00	
Price Band B	750.00	1,312.50	1,031.50	880.75	754.00	
Price Band C	750.00	1,312.50	1,031.50	880.75	754.00	
Rearrangement - Per Termination	(NRBOT)					
Price Bands, A, B and C	\$200.00					
Coordinated Retermination - Per Circuit	(NRFRE)					
Price Bands, A, B and C	\$380.00					

USOC applies to all jurisdictions in which each Special Access Line Protected DS3 - Without Telephone Company Electronics is provided under the NDP as set forth in Section 23.1 following.

Service availability limited. Refer to Page # footnote on Page 5-74.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.14 High Capacity Digital DS3 (44.736 Mbps) Facilities - Special Transport (Cont'd)

(C) DS3 Banded Special Transport# (Cont'd) (T)

<u>Jurisdiction</u>		<u>USOC</u>	<u>Monthly Rate</u>
Pennsylvania			
Price Band A	1-4 Miles	FQYU1	\$ 530.00
Price Band B	1-4 Miles	FQYU1	530.00
Price Band C	1-4 Miles	FQYU1	530.00
Price Band A	5-8 Miles	FQYU1	752.60
Price Band B	5-8 Miles	FQYU1	752.60
Price Band C	5-8 Miles	FQYU1	752.60
Price Band A	9-15 Miles	FQYU1	1,038.80
Price Band B	9-15 Miles	FQYU1	1,038.80
Price Band C	9-15 Miles	FQYU1	1,038.80
Price Band A	16-25 Miles	FQYU1	1,192.50
Price Band B	16-25 Miles	FQYU1	1,192.50
Price Band C	16-25 Miles	FQYU1	1,192.50
Price Band A	26-40 Miles	FQYU1	1,462.80
Price Band B	26-40 Miles	FQYU1	1,462.80
Price Band C	26-40 Miles	FQYU1	1,462.80
Price Band A	41 Miles or more	FQYU1	2,597.00
Price Band B	41 Miles or more	FQYU1	2,597.00
Price Band C	41 Miles or more	FQYU1	2,597.00

Service availability limited. Refer to Page # footnote on Page 23-2. (N)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.14 High Capacity Digital DS3 (44.736 Mbps) Facilities - Special Transport (Cont'd)

(C) DS3 Banded Special Transport# (Cont'd) (T)

<u>Jurisdiction</u>		<u>USOC</u>	<u>Monthly Rate</u>
Virginia			
Price Band A	1-4 Miles	FQYU1	500.00
Price Band B	1-4 Miles	FQYU1	500.00
Price Band C	1-4 Miles	FQYU1	500.00
Price Band A	5-8 Miles	FQYU1	710.00
Price Band B	5-8 Miles	FQYU1	710.00
Price Band C	5-8 Miles	FQYU1	710.00
Price Band A	9-15 Miles	FQYU1	980.00
Price Band B	9-15 Miles	FQYU1	980.00
Price Band C	9-15 Miles	FQYU1	980.00
Price Band A	16-25 Miles	FQYU1	1,125.00
Price Band B	16-25 Miles	FQYU1	1,125.00
Price Band C	16-25 Miles	FQYU1	1,125.00
Price Band A	26-40 Miles	FQYU1	1,380.00
Price Band B	26-40 Miles	FQYU1	1,380.00
Price Band C	26-40 Miles	FQYU1	1,380.00
Price Band A	41 Miles or more	FQYU1	2,450.00
Price Band B	41 Miles or more	FQYU1	2,450.00
Price Band C	41 Miles or more	FQYU1	2,450.00

Service availability limited. Refer to Page # footnote on Page 23-2.

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5. SPECIAL ACCESS (Cont'd)

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd) (D)

(4) Five Year Term (Cont'd)

Monthly Rate
DS1 End User SAL
Threshold Levels

(USOC)

(NRBVR)

(USOC)	<u>Nonrecurring Charge.</u>			
	<u>All Thresholds</u>	<u>2-60</u> (EUU45)	<u>61-120</u> (EUU55)	<u>121-240</u> (EUU65)

Jurisdiction

Pennsylvania

Price Band A	\$450.00	\$172.14	\$161.44	\$150.63
Price Band B	450.00	173.84	163.03	152.11
Price Band C	450.00	176.38	165.36	154.34
Price Cap	450.00	156.36	146.92	137.48

Virginia

Price Band A	450.00	141.67	133.27	124.88
Price Band B	450.00	141.67	133.27	124.88
Price Band C	450.00	141.67	133.27	124.88
Price Cap	450.00	141.67	133.27	124.88

Service availability limited. Refer to # footnote on Page 5-87. (N)

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd)

(4) Five Year Term (Cont'd)

Monthly Rate
DS1 SAL
Threshold Levels

(USOC)

(NRBVR)

Nonrecurring Charge,
All Thresholds

2-60
 (1CF45)

61-120
 (1CF55)

121-240
 (1CF65)

(USOC)

Jurisdiction

Pennsylvania

Price Band A	\$450.00	\$172.14	\$161.44	\$150.63
Price Band B	450.00	173.84	163.03	152.11
Price Band C	450.00	176.38	165.36	154.34

Rearrangement (NRBOT)

- Per Termination
 Price Bands, A, B and C \$200.00

Coordinated Retermination (NRFRE)

- Per Circuit
 Price Bands, A, B and C \$380.00

Virginia

Price Band A	450.00	141.67	133.27	124.88
Price Band B	450.00	141.67	133.27	124.88
Price Band C	450.00	141.67	133.27	124.88

Rearrangement (NRBOT)

- Per Termination
 Price Bands, A, B and C \$200.00

Coordinated Retermination (NRFRE)

- Per Circuit
 Price Bands, A, B and C \$380.00

Service availability limited. Refer to # footnote on Page 5-87.

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd) (D)

(4) Five Year Term (Cont'd)

(USOC)	<u>Monthly Rate</u>					
	<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
(USOC)	(EUU75)	(EUU85)	(EUU95)	(EUUA5)	(EUUB5)	(EUUC5)
<u>Jurisdiction</u>						
Pennsylvania						
Price Band A	\$137.80	\$135.57	\$133.45	\$131.33	\$129.11	\$126.99
Price Band B	139.07	136.95	134.73	132.61	130.38	128.26
Price Band C	141.19	138.97	136.74	134.51	132.29	130.17
Price Cap	126.98	124.88	122.78	120.68	119.63	117.53
Virginia						
Price Band A	115.43	114.39	112.29	111.24	109.14	107.04
Price Band B	115.43	114.39	112.29	111.24	109.14	107.04
Price Band C	115.43	114.39	112.29	111.24	109.14	107.04
Price Cap	115.43	114.39	112.29	111.24	109.14	107.04

Service availability limited. Refer to # footnote on Page 5-87. (N)

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd)

(4) Five Year Term (Cont'd)

(USOC)	<u>Monthly Rate</u>					
	<u>DS1 SAL</u>					
	<u>Threshold Levels</u>					
(USOC)	<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
<u>Jurisdiction</u>	(1CF75)	(1CF85)	(1CF95)	(1CFA5)	(1CFB5)	(1CFC5)
Pennsylvania						
Price Band A	\$137.80	\$135.57	\$133.45	\$131.33	\$129.11	\$126.99
Price Band B	139.07	136.95	134.73	132.61	130.38	128.26
Price Band C	141.19	138.97	136.74	134.51	132.29	130.17
Virginia						
Price Band A	115.43	114.39	112.29	111.24	109.14	107.04
Price Band B	115.43	114.39	112.29	111.24	109.14	107.04
Price Band C	115.43	114.39	112.29	111.24	109.14	107.04

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd) (D)

(5) Eight Year Term

Monthly Rate
DS1 End User SAL
Threshold Levels

(USOC)

(NRBVR)

(USOC)	<u>Nonrecurring Charge,</u>	<u>Monthly Rate</u>				
	<u>All Thresholds</u>	<u>4000-6000</u>	<u>6001-10,000</u>	<u>10,001-20,000</u>	<u>20,001-30,000</u>	<u>Over 30,000</u>
(USOC)	(EUUR8)	(EUUS8)	(EUUT8)	(EUUU8)	(EUVU8)	

Jurisdiction

Pennsylvania

Price Band A	\$450.00	\$130.27	\$129.11	\$126.99	\$125.93	\$124.87
Price Band B	450.00	131.55	130.38	128.26	127.20	126.14
Price Band C	450.00	133.45	132.29	130.17	129.11	128.05
Price Cap	430.00	114.64	114.64	112.63	111.62	110.62

Virginia

Price Band A	430.00	105.59	104.58	102.57	101.57	100.56
Price Band B	430.00	105.59	104.58	102.57	101.57	100.56
Price Band C	430.00	105.59	104.58	102.57	101.57	100.56
Price Cap	430.00	105.59	104.58	102.57	101.57	100.56

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd)

(5) Eight Year Term (Cont'd)

Monthly Rate
DS1 SAL
Threshold Levels

(USOC)

(NRBVR)

(USOC) <u>Jurisdiction</u>	<u>Nonrecurring Charge,</u>					
	<u>All Thresholds</u>	<u>4000-6000</u> (1CFR8)	<u>6001-10,000</u> (1CFS8)	<u>10,001-20,000</u> (1CFT8)	<u>20,001-30,000</u> (1CFU8)	<u>Over 30,000</u> (1CFV8)

Pennsylvania						
Price Band A	\$450.00	\$130.27	\$129.11	\$126.99	\$125.93	\$124.87
Price Band B	450.00	131.55	130.38	128.26	127.20	126.14
Price Band C	450.00	133.45	132.29	130.17	129.11	128.05

Rearrangement	(NRBOT)
- Per Termination	
Price Bands, A, B and C	\$200.00

Coordinated Retermination	(NRFRE)
- Per Circuit	
Price Bands, A, B and C	\$380.00

Virginia						
Price Band A	430.00	105.59	104.58	102.57	101.57	100.56
Price Band B	430.00	105.59	104.58	102.57	101.57	100.56
Price Band C	430.00	105.59	104.58	102.57	101.57	100.56

Rearrangement	(NRBOT)
- Per Termination	
Price Bands, A, B and C	\$200.00

Coordinated Retermination	(NRFRE)
- Per Circuit	
Price Bands, A, B and C	\$380.00

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd) (D)

(6) Ten Year Term (Cont'd)

Monthly Rate
DS1 End User SAL
Threshold Levels

(USOC)

(NRBVR)

(USOC)	<u>Nonrecurring Charge,</u>					
	<u>All Thresholds</u>	<u>4000-6000</u>	<u>6001-10,000</u>	<u>10,001-20,000</u>	<u>20,001-30,000</u>	<u>Over 30,000</u>
	(EUURJ)	(EUUSJ)	(EUUTJ)	(EUUUJ)	(EUUVJ)	

Jurisdiction

Pennsylvania

Price Band A	\$450.00	\$129.21	\$126.99	\$124.87	\$123.81	\$122.75
Price Band B	450.00	130.49	128.26	126.14	125.08	124.02
Price Band C	450.00	132.39	130.17	128.05	126.99	125.93
Price Cap	430.00	113.63	112.63	109.51	106.32	103.17

Virginia

Price Band A	430.00	104.58	102.57	99.55	96.57	93.62
Price Band B	430.00	104.58	102.57	99.55	96.57	93.62
Price Band C	430.00	104.58	102.57	99.55	96.57	93.62
Price Cap	430.00	104.58	102.57	99.55	96.57	93.62

Service availability limited. Refer to # footnote on Page 5-87. (N)

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5. SPECIAL ACCESS (Cont'd)

5.7 Rates and Charges (Cont'd)

5.7.18 DS1 Term Volume Plan (TVP)# (Cont'd) (T)

(A) Special Access Line, Per DS1 SAL (Cont'd)

(6) Ten Year Term (Cont'd)

Monthly Rate

DS1 SAL

Threshold Levels

(USOC)

(NRBVR)

Nonrecurring Charge,

All Thresholds

4000-6000

6001-10,000

10,001-20,000

20,001-30,000

Over 30,000

(USOC)

Jurisdiction

(1CFRJ)

(1CFSJ)

(1CFTJ)

(1CFUJ)

(1CFVJ)

Pennsylvania

Price Band A	\$450.00	\$129.21	\$126.99	\$124.87	\$123.81	\$122.75
Price Band B	450.00	130.49	128.26	126.14	125.08	124.02
Price Band C	450.00	132.39	130.17	128.05	126.99	125.93

Rearrangement (NRBOT)

- Per Termination

Price Bands, A, B and C \$200.00

Coordinated Retermination (NRFRE)

- Per Circuit

Price Bands, A, B and C \$380.00

Virginia

Price Band A	430.00	104.58	102.57	99.55	96.57	93.62
Price Band B	430.00	104.58	102.57	99.55	96.57	93.62
Price Band C	430.00	104.58	102.57	99.55	96.57	93.62

Rearrangement (NRBOT)

- Per Termination

Price Bands, A, B and C \$200.00

Coordinated Retermination (NRFRE)

- Per Circuit

Price Bands, A, B and C \$380.00

Service availability limited. Refer to # footnote on Page 5-87.

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans

23.1 National Discount Plan#

(T)

The following discount plans are available to all customers who purchase the applicable services and meet the requirements for each such discount plan, as set forth in Section 23.1 following for National Discount Plan.

23.1.1 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 23.1. References to other sections of Section 23.1 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 23.1.7 following. A Final True-Up shall be conducted in accordance with Section 23.1.14(B)(1) following.

Effective May 30, 2019, subscriptions to new NDP are no longer permitted. The Telephone Company will continue to provide NDP pursuant to this Section 23.1 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.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.1 General (Cont'd)

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

(T)

- (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 23.1.7(C)(2) following.
- (9) **Average Monthly Rate Per Equivalent DS1 CT**: shall mean the rate as calculated in accordance with in Section 23.1.7(C)(1) following.
- (10) **Channel Termination(s)**: shall mean the applicable Special Access channel terminations for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 1 (FCC1) 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 this tariff), 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 of FCC1, Section 7.2.9 of FCC11, Section 5.3.6 preceding of this tariff, 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 preceding of this tariff 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 of FCC1, and Section 7.2.9 of FCC11.
 - (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.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 FCC1 and FCC11), the applicable Special Transport for Qualifying Services (as used in this tariff), 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 of FCC1, Section 7.2.9 of FCC11, Section 5.3.6 preceding of this tariff, 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 23.1.7(E) following.
- (15) **CBB Discount**: shall mean the Commitment Buy-Up Bonus Discount as described in Section 23.1.7(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 23.1.4 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 23.1.4(C) following.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 23.1.4(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 23.1.7(D) following 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 23.1.5(A) following.
- (21) **Equivalent DS1 CTs**: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services as determined in accordance with Section 23.1.4 following.
- (22) **Equivalent DS1 CMs**: shall mean the total number of equivalent DS1 Channel Miles for Qualifying Services as determined in accordance with Section 23.1.4 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 of FCC1, Section 26.1.4 of FCC11, Section 20.4 preceding of this tariff, 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 23.1.7(B)(1) following.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 23.1.7(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 23.1.2(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 23.1.7(D).

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 23.1.3 following of this tariff, Section 25.3.3 of FCC1, Section 25.2.3 of FCC11, 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, during the Annual True-Up Period, as applicable, as further described in Section 23.1.7(C) following.
- (39) **Special Access DS3 Service:** shall mean Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) preceding, Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 of FCC1, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 of FCC11, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 General (Cont'd)

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

- (40) **Special Access DS1 Service**: shall mean Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) preceding, Special Access DS1 High Capacity/1.544 Mbps Service as described in Section 7.2.9 of FCC1, Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 of FCC11, and Special Access DS1 High Capacity Service as described in Section 7.11 of FCC16.
- (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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 (1) 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 23.1.11 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 23.1.11 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 23.1.1 and Section 23.1.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.1 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 ACNAs 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 23.1.11 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 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).

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.1 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 25.1.11 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 23.1.1 and Section 23.1.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.1 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 Volume Plans and Eight and Ten Year Term Volume Plans (as set forth in Section 5 preceding) under this tariff, subject to the exceptions set forth in Section 23.1.1(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 23.1.13 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

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.1 General (Cont'd)

(E) Subscription to Other Tariff Arrangements (Cont'd)

(1) (Cont'd)

- (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) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan; or
- (e) The NDP Customer may concurrently subscribe Qualifying Services ordered on or after 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.2 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 calendar day in the month following the Subscription Date. For example, assume 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 1st.
- (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 calendar day in the second month following the Subscription Date. For example, assume 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 1st.

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23.1.2 Subscription (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 23.1.4 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 23.1.4(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 23.1.4(C)(1) following; and (2) Standard Commitment Matrix, as described in Section 23.1.4(C)(2) following; and (3) Deluxe Commitment Matrix, as described in 23.1.4(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 23.1.7(C) following, Discount Tier Adjustments as set forth in Section 23.1.7(D) following, and CBB Discounts as set forth in Section 23.1.7(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 23.1.1(D)(1) preceding.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC1, and/or FCC11 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 Service purchased under all affected tariffs. The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs 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.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.3 Qualifying Services

(B) Qualifying Services

Subject to the terms of Section 23.1.1(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, FCC1, FCC11, and FCC16, 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 this tariff 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 3);
- (4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System, and Unlimited System configurations in this tariff, and Individual System, 3 Capacity System, 12 Capacity System and Unlimited System configurations in FCC16);
- (5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations.

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Note 3: The MetroLAN Optional Arrangement in this tariff and FCC16 is not a Qualifying Service.

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23.1.3 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 5.6.7 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 Service and Special Access DS1 Service for the ACNA(s) included in the NDP Customer's NDP, such as DS1 and DS3 term plans as offered under Section 5 preceding, must be cancelled to include all such services in the NDP. Minimum period charges as set forth in Section 5 preceding will not apply to such cancellations.

Additionally, all of the NDP Customer's DS1 Term Volume Plan(s) (TVP(s)) and Eight and Ten Year DS1 Term Volume Plan(s) (ETTVP(s)) offered under Section 5.6.14 preceding, and DS3 TVPs offered under Section 5.6.19 preceding for the ACNA(s) included in the NDP Customer's NDP must be cancelled in order to include all such Special Access DS3 Services and Special Access DS1 Services in the NDP. Termination liability as set forth in Section 5.6.14(N) preceding and Section 5.6.19(K) preceding will not apply to such cancellations.

Further, all of the NDP Customer's individual circuit-specific term plans and non-circuit-specific term plans for Special Access DS3 Service and Special Access DS1 Service for the ACNA(s) included in the NDP Customer's NDP, such as (i) Term Pricing Plans (TPPs) and Commitment Discount Plans (CDPs) as offered under FCC1; Service Discount Plans (SDPs) and CDPs as offered under FCC11; and (ii) DS1 Term Payment Plans (DS1 TPPs) as offered under FCC16, must be cancelled in order to include all such services in the NDP.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.3 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 23.1.11 following.
- (b) 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 23.1 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 23.1.13 following.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.4 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 23.1.3(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 FCC1, FCC11, 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

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.4 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 FCC1, FCC11, 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 DS1 CMs.

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

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.4 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 the 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:

<u>Channel Termination</u>		<u>DS1 CT Multiplier</u>	=	<u>Equivalent DS1 CTs</u>
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:

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

Total Equivalent DS1 CMs = 215,000

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.4 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 23.1.5(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 23.1.7 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 23.1.5(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 23.1.7 following.

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23.1.4 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 23.1.14(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 23.1.4(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 23.1.4(A) preceding) by 90%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 23.1.4(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 23.1.5(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 23.1.4(A) preceding) by 85%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 23.1.4(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 23.1.5(B)(1) following.
- (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 23.1.4(A) preceding) by 92%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 23.1.4(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 23.1.5(B)(3) following.

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23.1.4 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 23.1.5(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 23.1.7(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 23.1.14(C) following.

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23.1 National Discount Plan# (Cont'd)

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23.1.4 Commitment Levels and Discount Tiers (Cont'd)

- (D) Although IEF Services are used in determining the DS1 Equivalent CTs, 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 23.1.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 23.1.7(B)(2)(b) following; or
 - (2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 23.1.4(C)(5) preceding; or
 - (3) The NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 23.1.7(E) following; or
 - (4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 23.1.11 following or Section 23.1.12 following, respectively.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.5 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 FCC1 are included in NDP:
 - (a) Special Access DS1 Service Channel Terminations, Basic Service, Section 7.5.9(A) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (b) Special Access DS1 Service Channel Mileage, Basic Service, Section 7.5.9(B) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (c) Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service, Section 7.5.9(C) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (d) Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service, Section 7.5.9(C) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (e) Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service, Section 7.5.9(C) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (f) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 7.5.9(A) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (g) Special Access DS3 Service Channel Mileage, Banded Base Rates, as applicable, Section 7.5.9(B)(1)(e)(ii) of FCC1.
 - (h) Special Access DS3 Service Channel Mileage, Base Rates, as applicable, Section 7.5.9(B)(1)(e)(i) of FCC1, as determined in accordance with Section 14.7 of FCC1.
 - (i) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 7.5.9(C) of FCC1, as determined in accordance with Section 14.7 of FCC1.

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23.1 National Discount Plan# (Cont'd)23.1.5 Application of Discount (Cont'd)(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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23.1.5 Application of Discount (Cont'd)(A) Discounted Rate Elements (Cont'd)

(3) The following Discounted Rate Elements from this tariff 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 preceding, as determined in accordance with Section 19.1 preceding.
- (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) preceding, as determined in accordance with Section 19.1 preceding (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, respectively preceding, as determined in accordance with Section 19.1 preceding (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) preceding.
- (e) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities (as set forth in Section 5.7.14(A)) and 44.736 Mbps Terminations (as set forth in Section 5.7.14(B)) of an Individual System, a 3 Group System or an Unlimited System configuration preceding, as determined in accordance with Section 19.1 preceding.

Service availability limited. Refer to # footnote on Page 23-2.

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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.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.5 Application of Discount (Cont'd)

(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 7.5.11(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.

Service availability limited. Refer to # footnote on Page 23-2.

(N)

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 Group System, or a 24 Group System are not Discounted Rate Elements.

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23.1.5 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 23.1.7 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	45.50%	45.75%	45.85%	45.95%	46.05%
DS3 CT	14.50%	14.75%	14.85%	14.95%	15.05%
DS1 CM	0.00%	0.00%	0.00%	0.00%	0.00%
DS3 CM	0.00%	0.25%	0.35%	0.45%	0.55%
Discount Tier B					
DS1 CT	47.00%	47.25%	47.35%	47.45%	47.55%
DS3 CT	17.00%	17.25%	17.35%	17.45%	17.55%
DS1 CM	0.00%	0.00%	0.10%	0.20%	0.30%
DS3 CM	0.25%	0.50%	0.60%	0.70%	0.80%
Discount Tier C					
DS1 CT	48.50%	48.75%	48.85%	48.95%	49.05%
DS3 CT	19.00%	19.25%	19.35%	19.45%	19.55%
DS1 CM	0.25%	0.50%	0.60%	0.70%	0.80%
DS3 CM	0.50%	0.75%	0.85%	0.95%	1.05%

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

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23.1.5 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	49.50%	49.75%	49.85%	49.95%	50.05%
DS3 CT	21.00%	21.25%	21.35%	21.45%	21.55%
DS1 CM	0.75%	1.00%	1.10%	1.20%	1.30%
DS3 CM	0.75%	1.00%	1.10%	1.20%	1.30%
Discount Tier E					
DS1 CT	50.00%	50.25%	50.35%	50.45%	50.55%
DS3 CT	22.00%	22.25%	22.35%	22.45%	22.55%
DS1 CM	1.00%	1.25%	1.35%	1.45%	1.55%
DS3 CM	1.00%	1.25%	1.35%	1.45%	1.55%
Discount Tier F					
DS1 CT	50.50%	50.75%	50.85%	50.95%	51.05%
DS3 CT	23.00%	23.25%	23.35%	23.45%	23.55%
DS1 CM	1.25%	1.50%	1.60%	1.70%	1.80%
DS3 CM	1.25%	1.50%	1.60%	1.70%	1.80%
Discount Tier G					
DS1 CT	51.00%	51.25%	51.35%	51.45%	51.55%
DS3 CT	23.50%	23.75%	23.85%	23.95%	24.05%
DS1 CM	1.50%	1.75%	1.85%	1.95%	2.05%
DS3 CM	1.50%	1.75%	1.85%	1.95%	2.05%

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.5 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	51.50%	51.75%	51.85%	51.95%	52.05%
DS3 CT	24.00%	24.25%	24.35%	24.45%	24.55%
DS1 CM	1.75%	2.00%	2.10%	2.20%	2.30%
DS3 CM	1.75%	2.00%	2.10%	2.20%	2.30%
Discount Tier I					
DS1 CT	52.00%	52.25%	52.35%	52.45%	52.55%
DS3 CT	24.50%	24.75%	24.85%	24.95%	25.05%
DS1 CM	2.00%	2.25%	2.35%	2.45%	2.55%
DS3 CM	2.00%	2.25%	2.35%	2.45%	2.55%
Discount Tier J					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	25.00%	25.25%	25.35%	25.45%	25.55%
DS1 CM	2.25%	2.50%	2.60%	2.70%	2.80%
DS3 CM	2.25%	2.50%	2.60%	2.70%	2.80%

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23.1 National Discount Plan# (Cont'd)

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23.1.5 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	46.50%	46.75%	46.85%	46.95%	47.05%
DS3 CT	15.50%	15.75%	15.85%	15.95%	16.05%
DS1 CM	0.25%	0.50%	0.60%	0.70%	0.80%
DS3 CM	1.00%	1.25%	1.35%	1.45%	1.55%
Discount Tier B					
DS1 CT	48.00%	48.25%	48.35%	48.45%	48.55%
DS3 CT	18.00%	18.25%	18.35%	18.45%	18.55%
DS1 CM	0.75%	1.00%	1.10%	1.20%	1.30%
DS3 CM	1.25%	1.50%	1.60%	1.70%	1.80%
Discount Tier C					
DS1 CT	49.50%	49.75%	49.85%	49.95%	50.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	1.25%	1.50%	1.60%	1.70%	1.80%
DS3 CM	1.50%	1.75%	1.85%	1.95%	2.05%

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23.1.5 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	50.50%	50.75%	50.85%	50.95%	51.05%
DS3 CT	22.00%	22.25%	22.35%	22.45%	22.55%
DS1 CM	1.75%	2.00%	2.10%	2.20%	2.30%
DS3 CM	1.75%	2.00%	2.10%	2.20%	2.30%
Discount Tier E					
DS1 CT	51.00%	51.25%	51.35%	51.45%	51.55%
DS3 CT	23.00%	23.25%	23.35%	23.45%	23.55%
DS1 CM	2.00%	2.25%	2.35%	2.45%	2.55%
DS3 CM	2.00%	2.25%	2.35%	2.45%	2.55%
Discount Tier F					
DS1 CT	51.50%	51.75%	51.85%	51.95%	52.05%
DS3 CT	24.00%	24.25%	24.35%	24.45%	24.55%
DS1 CM	2.25%	2.50%	2.60%	2.70%	2.80%
DS3 CM	2.25%	2.50%	2.60%	2.70%	2.80%
Discount Tier G					
DS1 CT	52.00%	52.25%	52.35%	52.45%	52.55%
DS3 CT	24.50%	24.75%	24.85%	24.95%	25.05%
DS1 CM	2.50%	2.75%	2.85%	2.95%	3.05%
DS3 CM	2.50%	2.75%	2.85%	2.95%	3.05%

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23.1.5 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	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	25.00%	25.25%	25.35%	25.45%	25.55%
DS1 CM	2.75%	3.00%	3.10%	3.20%	3.30%
DS3 CM	2.75%	3.00%	3.10%	3.20%	3.30%
Discount Tier I					
DS1 CT	53.00%	53.25%	53.35%	53.45%	53.55%
DS3 CT	25.50%	25.75%	25.85%	25.95%	26.05%
DS1 CM	3.00%	3.25%	3.35%	3.45%	3.55%
DS3 CM	3.00%	3.25%	3.35%	3.45%	3.55%
Discount Tier J					
DS1 CT	53.50%	53.75%	53.85%	53.95%	54.05%
DS3 CT	26.00%	26.25%	26.35%	26.45%	26.55%
DS1 CM	3.25%	3.50%	3.60%	3.70%	3.80%
DS3 CM	3.25%	3.50%	3.60%	3.70%	3.80%

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.5 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	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier B					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier C					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier D					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier E					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier F					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier G					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%

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23.1.5 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	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier I					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%
Discount Tier J					
DS1 CT	52.50%	52.75%	52.85%	52.95%	53.05%
DS3 CT	20.00%	20.25%	20.35%	20.45%	20.55%
DS1 CM	3.50%	3.75%	3.85%	3.95%	4.05%
DS3 CM	3.50%	3.75%	3.85%	3.95%	4.05%

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.6 Special Access DS3 Service Channel Mileage Rates

- (A) Special Access DS3 Service Channel Mileage (Special Transport) Banded Rates as set forth in Section 5.7.14(C) 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 (i.e., in those instances where service is not provided by more than one exchange telephone company under Section 2.7 preceding).
- (B) Except as set forth in (A) preceding, the Channel Mileage (Special Transport) Rates set forth in Section 5.7.14(B) 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.

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23.1.7 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 23.1.7(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 23.1.7(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 23.1.7(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 23.1.7(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 23.1.7(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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23.1.7 Annual True-Up (Cont'd)

(A) (Cont'd)

- (6) If the NDP Customer added or removed one or more ACNA(s) under Section 23.1.11 or Section 23.1.12 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 23.1.7(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 23.1.7(G) following.

(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 ACNAs included under the NDP for each month of the Annual True-Up Period (including any Equivalent DS1 CTs replaced by a Replacing Service using the methodology for a Technology Migration specified in Section 2.10.4 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 23.1.7(H) following, for any Qualifying Service(s) that has been Upgraded; and/or
- (ii) the Sale Adjustment, as calculated in accordance with Section 23.1.10 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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23.1.7 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 23.1.7(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:

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23.1.7 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 23.1.7(C) following applies to each missed Commitment Level.

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23.1.7 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 23.1.7(B)(1) preceding.

(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 DS1 CMs 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 (FCC1 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 23-2.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 NDP Customer's CM Commitment Level since 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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(2) 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.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(2) 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.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

(T)

23.1 National Discount Plan# (Cont'd)

23.1.7 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 23.1.2(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 23.1.7(B)(1) preceding.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.4(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 23.1.4(B)(2)(B) 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.5(B) preceding were not applied; and (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 23.1.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 23.1.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

(1) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Termination Discounted Rate Elements across FCC1 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 23.2.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been $\$12,000,000 / (1 - 0.36) = \$18,750,000$.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

(T)

23.1 National Discount Plan# (Cont'd)

23.1.7 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 across FCC1 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 FCC1 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 FCC1 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.7 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 this tariff 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 this tariff 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 FCC1 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 FCC1 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 this tariff 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 this tariff 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.5(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 across FCC1 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.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.2(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.

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.7(D)(3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 23.1.7(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 23.1.7(D)(2)(a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations under FCC1 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 23.1.7(D)(2)(a) preceding.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.7 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 23.1.7(D)(2)(a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations under FCC1 and FCC11 (i.e., category (1) of Step 3 in Section 23.1.7(D)(2)(a) preceding), is calculated as follows:

- (i) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations under FCC1 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 FCC1 and FCC11 (i.e., category (1) of Step 3 in Section 23.1.7(D)(2)(a) preceding) is \$18,750,000.

In accordance with Step 3 of Section 23.1.7(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 23.1.7(D)(2)(a) preceding).

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

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23.1.7 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 FCC1 and FCC11 (i.e., category (1) of Step 3 in Section 23.1.7(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 23.1.7(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 23.1.7(D)(2)(a) preceding).

(Step 5) Calculate the dollar amount of the Discount Tier Adjustments for the Channel Termination Discounted Rate Elements in FCC1 and FCC11 (i.e., category (1) of Step 3 in Section 23.1.7(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 23.1.7(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 23.1.7(D)(2)(a) preceding).

Service availability limited. Refer to # footnote on Page 23-2.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.7 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 23.1.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

DS1 Multiplexer FCC1 & FCC11	\$100,000
DS3 CT this FCC1 & FCC11	\$200,000
DS3 Multiplexer FCC1 & FCC11	\$150,000
DS1 CT this tariff & FCC16	\$100,000
DS3 CT this tariff & FCC16	\$200,000

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 23.1.7(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 23.1.7(E) following.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

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23.1.7 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 subscribes 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 23.1.7(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 23.1.7(H) and 23.1.10 following, respectively.

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23.1 National Discount Plan# (Cont'd)

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23.1.7 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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23.1.7 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 23.1.7(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 23.1.7(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 23.1.7(B)(1) preceding and/or the Monthly Average Count of Equivalent DS1 CMs in accordance with Step 1 of Section 23.1.7(B)(1) preceding, as applicable.

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23.1.7 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 23.1.7(C)(1) preceding.

The Average Monthly Rate per Equivalent DS1 CM is calculated in accordance with Step 3 of Section 23.1.7(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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23.1.7 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 23.1.7(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 23.1.7(E)(3) preceding is 3%.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 2 of Section 23.1.7(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 23.1.7(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. $[(9,475,000 \text{ divided by } 12 \text{ months}) = \$789,583]$ $[\$789,583 \text{ divided by } 6,350 = \text{an Average Monthly Rate of Equivalent DS1 CTs is } \$124.34 \text{ per Equivalent DS1 CT}]$

(Step 4) Determine the Actual Increase in Equivalent DS1 CTs in accordance with Step 4 of Section 23.1.7(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 23.1.7(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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23.1.7 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 23.1.7(H) following, for any Qualifying Service(s) that has been Upgraded; and (ii) any Sale Adjustment, as calculated in accordance with Section 23.1.10 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 23.1.5(B) preceding. If the Achieved Discount Tier (as determined in accordance with Section 23.1.7(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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23.1.7 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 23.1.4(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 23.1.14 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.

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23.1.7 Annual True-Up (Cont'd)

(H) Upgrades

- (1) For customers who subscribe to NDP on or after , or renew an expiring NDP on or after , the NDP customer may disconnect a Qualifying Service in order to replace such Qualifying Service with a Replacing Service pursuant to Section 2.10 preceding.

For customers who subscribed to an NDP prior to , this Section 23.1.7(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 2.10 preceding in lieu of this Section 23.1.7(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 2.10.4 and 2.10.5 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
 - (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.

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23.1.7 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 2.10 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 23.1.7(B)(1) preceding; (ii) Section 23.1.7(F) for assigning Discount Tiers for the next Plan Year; and (iii) Section 23.1.7(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 23.1.4(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 23.1.4(A).

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23.1.7 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 23.1.7(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 23.1.7(B)(1) preceding would be 280 Equivalent DS1s. [56 Equivalent DS1 CTs upgraded in (1) 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 23.1.7(B)(1) preceding.

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23.1.7 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 CT specified in (H)(3)(a) preceding is calculated, 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 23.1.7(B)(1) preceding.

23.1.8 Minimum Period

The minimum period, as set forth in Section 3.2.4 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 3.2.5 preceding, will be assessed if the NDP Customer does not maintain the service with Discounted Rate Elements under Section 23.1.5 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.

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23.1.9 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.

23.1.10 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 23.1.7(B)(1) preceding, either during the Initial Term or the Renewal Term; (ii) Section 23.1.7(F) preceding for assigning Discount Tiers for the next Plan Year; and (iii) Section 23.1.7(E) preceding to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

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23.1.10 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 23.1.7(B)(1) preceding, the Telephone Company will calculate the Sale Adjustment of Equivalent DS1 CTs (as used in Step 2(ii) of Section 23.1.7(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 23.1.4(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 23.1.4(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 23.1.7(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.

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23.1.11 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 23.1.1(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 23.1.11(B)(1) following; or

(Z)

(2) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 23.1.1(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 23.1.11(B)(2) following.

The terms of Section 23.1.1(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 the any ACNAs that the NDP Customer acquired (as defined in (A) above) during the Annual True-Up Period. Whether 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 existing ACNA(s) and the acquired ACNAs.

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23.1.11 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 23.1.11(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 23.1.7(A) preceding as if the NDP Customer had not acquired the additional ACNA(s).

(b) Upon completion of Section 23.1.7(A)(1) through (A)(5) preceding, and in accordance with Section 23.1.1(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 23-2.

(N)

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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 23.1.4(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 23.1.4(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.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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 23.1.7(B) or Section 23.1.7(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 23.1. Any prior CT Commitment level established under Section 23.1.7(B) or Section 23.1.7(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 23.1. Any prior CM Commitment level established under Section 23.1.7(B) or Section 23.1.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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].

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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 23.1.7(B) and Section 23.1.7(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 23.1. [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 23.1.7(B) and Section 23.1.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

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23. Discount Plans (Cont'd)

(T)

23.1 National Discount Plan# (Cont'd)

23.1.11 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 23.1.7(B) or Section 23.1.7(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 23.1.7(F) preceding.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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 23.1.11(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 23.1.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 23.1.7(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 23.1.13 following will not apply to such cancellation.

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23. Discount Plans (Cont'd) (T)

23.1 National Discount Plan# (Cont'd)

23.1.11 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 23.1.1(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. If the Surviving NDP used a Deluxe Commitment Matrix, the Deluxe 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 23.1.4(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 23.1.4(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 in accordance with the table in Section 23.1.4(A)(2) preceding.

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23. Discount Plans (Cont'd) (T)

23.1 National Discount Plan# (Cont'd)

23.1.11 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 23.1.

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 23.1.

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23. Discount Plans (Cont'd) (T)

23.1 National Discount Plan# (Cont'd)

23.1.11 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 23.1.7(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 23.1.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 23.1.7(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 23.1.13 following.

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.11 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 23.1.

23.1.12 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 23.1.1(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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.12 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 23.1.7(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; or (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 23.1.4(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 23.1.4(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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.12 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 23.1.

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 23.1.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.12 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 23.1.7(F) preceding.

(d) Termination Liability under Section 23.1.13 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.13 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 23.1.14 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 23.1.8 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 23.1.14(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 selected the Renewal Benefit Option as described in Section 23.1.14(C) following, termination liability during Plan Year 5 does not apply during the Renewal Term.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.14 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.

(T)

(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 23.1.13 preceding. (T)

(B) Renewal

Effective May 30, 2019, NDP may no longer be renewed.

(N)

(D)

Service availability limited. Refer to # footnote on Page 23-2.

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(D)

(N)

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23. Discount Plans (Cont'd)

(D)

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

(T)

23.1.14 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 Section 23.1.14(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 23.1.13 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). (C)

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 23.1.13 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 23.1.13 preceding applies.

Service availability limited. Refer to # footnote on Page 23-2.

(N)

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)

(T)

23.1.14 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 23.1.7(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 23.1.14(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 23.1.14, all terms and conditions of the NDP as set forth in this Section 23.1 shall apply.

Service availability limited. Refer to # footnote on Page 23-2.

(N)

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