

ACCESS SERVICE

22. Alert Transport Service Basic Serving Arrangement

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23. [Reserved for Future Use]

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24. Federal Telecommunications Access Service (FTAS) 200124.1 Description

FTAS 2001 is a custom designed network of special access services offered exclusively to Interexchange Carriers (ICs) selected by the U.S. Government and only when such ICs order service(s) associated with the provision of the Federal Telecommunications System 2001 network. FTAS 2001 provides dedicated access connections between specific government locations and FTAS 2001 service distribution points to each of the participating authorized ICs.

FTAS 2001 is provided pursuant to a contractual arrangement between the U.S. General Services Administration (GSA) and selected ICs. In addition, FTAS 2001 is also provided to ICs awarded Metropolitan Area Awards (MAA) only when such ICs order service associated with the provision of the Federal Telecommunications System 2001 network. These designated ICs are hereafter referred to as customers. The initial contract period is four years (i.e., expiration September 22, 2003). The contract commences with the tariff effective date, also known as the contract date, and terminates with the expiration of the contract or any extensions thereto. The contract can be extended in 1-year increments up to an additional 4 years.

FTAS 2001 services, specified in 24.3 following, are provided at the rate levels contained in 31.24 following. Customers are subject to a Minimum Revenue Guarantee as specified in 24.6 following.

24.2 General Regulations

Except as otherwise noted, the regulations specified herein are in addition to other applicable regulations contained in other sections of this tariff for the underlying services, including minimum period requirements, credit allowances, and when applicable, minimum service commitments.

24.3 Service Components

FTAS 2001 includes Voice Grade, DIGIROUTESM digital service II (DDSII), High Capacity DS1 and DS3 Services (electrical only). (D)

Lower capacity channels of a multiplexed High Capacity DS1 and DS3 Service are permitted with FTAS 2001 provided that the initial order to install the lower capacity channels includes at least one FTAS 2001 service. (D)

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

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25. Discount Plans

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Availability of a Commitment Discount Plan

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

The Company notified the customer of this change on or before March 15, 2008. The customer will have 60 days from April 1, 2008 to terminate this Contract with no penalties. The customer must notify the Company by May 30, 2008 to cancel this Contract. (T)
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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

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

(D) Except as otherwise permitted herein, separate commitment periods will be established for each of the following service types which are under the CDP. Each service type has one or more rate elements associated with such service type as set forth below.

<u>Type of Service</u>	<u>Rate Element Discounted</u>		
Switched Access DS1 Direct Trunked Transport	DS1 Entrance Facility		
	Standard Channel Termination	X	
	DS1 Channel Mileage		X
Switched Access DS3 Direct Trunked Transport	DS3 Entrance Facility		
	Standard Channel Termination	X	
	DS3 Channel Mileage		X
	Local Transport Multiplexing Optional Feature or BSE		X
Special Access 44.736 Mbps High Capacity Service	Standard Non-Competitive End User Channel Termination	X	(C)
	X		(D)
			(D)
	Alternate Serving Wire Center Optional Feature		(D)
			(D)
Special Access 1.544 Mbps High Capacity Service	Standard Non-Competitive End User Channel Termination	X	(C)
	X		(D)
	Alternate Serving Wire Center Optional Feature	X	

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

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

(D) (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted</u>		
Special Access DIGIROUTE SM digital service II	Non-Competitive End User Channel Termination	X	(C)
	Central Office Bridging Capability	X	(D)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

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

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

(5) (Cont'd)

ACNA (ACNAs LLL, MMM and NNN, respectively). In this case, a single CDP will be established for the CDP Customer that includes the following ACNAs: ABC, LLL, MMM and NNN. Assume further that during year 2 of the CDP commitment period, the CDP Customer decides to include its remaining two (2) Affiliates in its CDP. Then, in accordance with this Section 25.1.2, the CDP Customer will include all of the ACNAs of such Affiliates in the CDP.

(B) At any time, a customer subscribing to one (1) or more eligible services has the option of establishing a CDP for such service(s). If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect, the CDP Customer must establish a CDP for such other services that are eligible for inclusion in CDP with the limited exception of Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.2 following. For each type of service specified in Section 25.1.1 preceding, the CDP must include all services of that type (excluding services ordered out of Section 10 preceding) which the Telephone Company provides to the CDP Customer within any of its operating territories. (D)

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

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

(D) (Cont'd)

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(5) For all Switched Access or Special Access Services (i.e., services which are under the CDP), the Service Discount Plan(s) or Term Plan will be cancelled in order to include the service(s) in the CDP. Service Discount Plan or Term Plan termination liability will not apply to the cancelled plan(s).

(6) Special Access DS3 Services and Special Access DS1 Services which are included in the NDP as set forth in Section 25.2 following are not eligible for inclusion in the CDP.

(7) The customer must establish a separate plan (including a commitment level and a commitment period) for each service type specified in Section 25.1.1 preceding. If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect, the customer may not establish or maintain a Service Discount Plan(s) for any services that are eligible for inclusion in CDP except Special Access DS3 Services and Special Access DS1 Services included in the NDP.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels

(A) Minimum Commitment Levels

- (1) The CDP requires that a Minimum Commitment of channel terminations be established for the purpose of administering the plan. The total number of channel terminations shall be calculated using all such in-service channel terminations, regulated by this tariff, which the Telephone Company provides to the CDP Customer in all of its operating territories under this tariff. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved. (C)
- (2) The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following DS0 equivalent table.

<u>Type of Channel Termination</u>	<u>DS0 Equivalent</u>
DS3 level	672
DS1 level	24
Fractional DS1	
768 kbps	12
512 kbps	8
384 kbps	6
256 kbps	4
128 kbps	2
DS0	1
DDS II	1

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- (3) When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0.
- (4) The customer will not be eligible to participate in the CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at the time of subscription is less than 336.
- (5) The CDP Customer agrees to an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations which are in-service at the time of subscription to CDP. For all other services, the CDP Customer agrees to an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service at the time of subscription to CDP.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(A) Minimum Commitment Levels (Cont'd)

(6) CDP Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched Access and Special Access DS3 channel terminations may be combined into a single commitment level. FMS Standard Channel Terminations are not included in the CDP. Each service that is part of a combined service plan may have different commitment periods and rates for each service. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(a) following.

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(7) [Reserved for Future Use]

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(8) [Reserved for Future Use]

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(d) The true-up schedule of the Surviving CDP will not change. The true-up schedule(s) of the plan(s) being cancelled will be reset to the schedule of the Surviving CDP, after any applicable pro-rated true-up.

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

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

(ii) [Reserved for Future Use]

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

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

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

(i) The CDP Customer must choose a commitment period for each individual service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such service type.

(ii) The Minimum Commitment level for each of the new service type(s) being established under the Surviving CDP must be set at an amount equal to the sum of the individual commitment levels under the plan(s) being cancelled (after the pro-rated true-up specified in (6)(b) preceding).

(iii) If the CDP Customer had a combined service type under any of the plan(s) being cancelled, and the service types were established but not combined in the Surviving CDP, the CDP Customer may establish such combined service type under the Surviving CDP. The Minimum Commitment level for combined service type must be set at an amount equal to the sum of the individual commitment levels of the applicable combined service types under the plan(s) being cancelled plus the applicable individual service types that were not combined under the Surviving CDP. The CDP Customer must choose a commitment period for each newly established combined service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such combined service type.

(iv) [Reserved for Future Use]

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages

(A) For each billing month, the Telephone Company will discount service under CDPs as follows:

- (1) [Reserved for Future Use] (D)
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- (2) For the services included under CDPs, the discount percentage set forth in the table below will be applied to the monthly rates or the Base Rates for the selected commitment period. Base Rates, monthly rates, and discount percentages may change during the commitment period subject to the regulations set forth in Sections 25.1.5 and 25.1.8 following. (C)
- (3) Services included in a combined service type may have different commitment periods associated with each individual service type. The discount percentage applied to the monthly rates will be the discount percentage associated with the commitment period of the individual service type. Such rates may change during the commitment period subject to the regulations set forth in Section 25.1.8 following. (D)
- (4) The discount percentage to be applied differs based on the length of the commitment period selected by the CDP Customer and the type of service. The customer must select a commitment period from those following by specifying the number of months over which the discount is to be applied. The discount percentage to be applied will be the discount percentage for the commitment period selected by the customer.

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>
Switched Access DS1 Direct Trunked Transport and Entrance Facility	24 months	10%
	36 months	20%
	60 months	30%
	84 months	35%
Switched Access DS3 Direct Trunked Transport and Entrance Facility	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.5 Changes to the Discount Percentage

- (A) For services using discount percentages, the discount percentage will not be subject to Telephone Company initiated decreases during the commitment period. For example, if the Telephone Company initiates a decrease in the discount percentage for a particular commitment period from twenty-five percent (25%) to twenty percent (20%), the existing discount percentage of 25 percent will continue to be applied through the balance of the CDP Customer's commitment period.
- (B) If the Telephone Company initiates an increase in the discount percentage during the commitment period, the increased discount percentage will be used to determine the rates applicable to the customer. For example, if the Telephone Company initiates an increase in the discount percentage for a particular commitment period from twenty-five percent (25%) to thirty percent (30%), the new 30 percent discount will be applied through the balance of the CDP Customer's commitment period.
- (C) In the event the Telephone Company initiates a rate increase and the total discounted monthly billing for the affected service type increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the affected service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the affected service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect.

25.1.6 [Reserved for Future Use]

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 [Reserved for Future Use]

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods

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

(A) Selection of a Commitment Period

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period

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

(a) Select any then effective commitment period for the service type involved, including combined service types, to establish a new CDP. All terms and conditions of CDP, including termination liability, shall apply to the new commitment period. Upon establishment of a renewed CDP, eligible CDP Customers may elect the Renewal Option in accordance with Section 25.1.10(G) following. All of the applicable terms and conditions relating to the establishment of a CDP specified in Section 25.1.2 preceding shall apply.

(b) Extend the expiring commitment period as set forth in (D) following. **(D)**

(c) Discontinue CDP and continue receiving service without any discount plan. With the exception of (i) subscribing Special Access DS3 and DS1 Services to the NDP (as set forth in Section 25.2 following), the CDP Customer may not subscribe to any other discount plan if at least one (1) service type remains under CDP (i.e., all commitment periods for all service types in those ACNAs specified for inclusion under CDP have not expired. If the commitment period for a service offered under a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring. **(D)**

(2) If the CDP Customer does not notify the Telephone Company of its choice of (a), (b), or (c) above, in writing at least sixty (60) days prior to the expiration of the commitment period, the Telephone Company will continue two (2) additional months of CDP billing. If the CDP Customer does not notify the Telephone Company of its choice during the two (2) month extension, a new CDP will begin based on the previously effective commitment period. The commitment level will be reset according to Section 25.1.3(A) preceding. The new CDP established under this Section (C)(2) will not include any Renewal Option. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

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

- (3) If all commitment periods for all services under the CDP are expiring, the CDP Customer also has the option of selecting (1) any then effective Service Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding for Special or Switched Access Service, respectively; or (2) any then effective National Discount Plan for its Special Access DS3 Services and/or Special Access DS1 Services.

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(D) Extension of a Commitment Period

- (1) Select New CDP with Equal or Longer Commitment Period
 - (a) At any time prior to the expiration of the selected commitment period for an existing Commitment Discount Plan, the CDP Customer may extend the commitment period by cancelling the existing plan and selecting a new plan with a commitment period which is equal to or longer than the original commitment period associated with the cancelled plan. The CDP Customer must choose from the commitment periods available for each service type as set forth in Section 25.1.4 preceding.
 - (b) If the CDP Customer chooses to extend the expiration date for DDS II service offered under a Commitment Discount Plan, a new Minimum Commitment level must be established that is (1) the then existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II, whichever is higher. For all other service types, the new Minimum Commitment level will be the higher of (1) the then existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type.
 - (c) If the customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type, whichever is higher.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

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

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

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At the expiration of its selected commitment period for a service type that is not part of a combined service type, the CDP Customer has the option to extend the expiration date of the expiring commitment period for a specific service type at the same discount percentage currently being applied provided that the new expiration date for the commitment period is the same as, or sooner than, the expiration date associated with the longest commitment period under the CDP Customer's CDP.

For example, assume that a CDP Customer has a service type with a five (5) year commitment for DDS II service. Assume also that the longest commitment period the CDP Customer has under CDP is a seven (7) year commitment on Special Access DS1 service with two (2) years remaining on the commitment period for that service. The CDP Customer may extend the expiration of the DDS II service commitment period for two (2) additional years at the five (5) year DDS service rates.

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

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

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

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

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

(a) (Cont'd)

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

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

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

(E) Cancellations

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

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

(a) Cancellation Affecting Commitment Periods for Combined Service Types

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

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

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

(c) [Reserved for Future Use]

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(F) Time In-Service Credit

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

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

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(4) Renewal Option Period (Cont'd)

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

For example, assume that a CDP Customer renews a 7-year commitment period for another 7-year commitment period and elects the Renewal Option. The Telephone Company will grant a Renewal Option Period of twenty-four (24) months to that CDP Customer. The CDP Customer is still subject to a commitment period of seven (7) years; however, termination liability charges as set forth in Section 25.1.11 following will not apply after month sixty (60) if the CDP Customer cancels or terminates the Commitment Discount Plan prior to the end of the commitment period (i.e., 7-year commitment period (84 months) minus 24 months Renewal Option Period = 60 months, or 5 years).

- (c) [Reserved for Future Use]

(D)
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 (D)

- (d) If a Commitment Discount Plan is cancelled or terminated during the Renewal Option Period, the CDP Customer will be treated as if it has completed a full commitment period.

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

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

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability

(A) Termination liability applies (1) when one or more service types in a CDP are disconnected, cancelled or terminated prior to the end of the CDP Customer selected commitment period for each such service type; or (2) when all services in the CDP are disconnected, cancelled or terminated prior to the end of the CDP Customer selected commitment period. The only exceptions to the foregoing shall be:

- (i) termination by the CDP Customer in accordance with Section 25.1.5(C) preceding for which the CDP Customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the CDP Customer terminates another service type not subject to Section 25.1.5(C) preceding, then the CDP Customer shall be subject to termination liability for the other service types in accordance with this section; or (D)
- (ii) termination by the CDP Customer in accordance with Section 25.1.10(E)(2) preceding of Special Access DS3 Services and/or Special Access DS1 Services in order to subscribe those services to the NDP, in accordance with Section 25.2 following; or (D)
- (iii) termination by the CDP Customer in accordance with Renewal Options specified in Section 25.1.8(G) preceding; or
- (iv) termination by the CDP Customer in accordance with Section 25.1.10(D) preceding in order to extend the commitment period of the CDP; or
- (v) termination by the CDP Customer in accordance with Section 25.1.3(C)(6) or (7) preceding in order to consolidate multiple CDPs.

(B) The termination liability charge applies in addition to any applicable minimum period charges.

(C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge. The Telephone Company will calculate the charge using both methods and apply the method which produces the lesser termination liability charge.

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan

25.2.1 General

(A) Overview

The National Discount Plan (NDP) is an optional discount plan that allows the NDP Customer to aggregate all of 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.

As of August 1, 2017, Special Access Services were changed to a competitive or noncompetitive designation. Non-Competitive End User Channel Terminations (EUCTs) and associated Optional Features and Functions are included in this tariff and remain under Price Cap Regulation. In some instances, Special Access Service rate elements excluded from this tariff will be referred to in general terms to assist in understanding the services that encompass an entire circuit. Other Special Access Service rate elements required to complete the circuit that are excluded from this tariff and can be accessed at the Company's website or Company's other designated location.

Switched Access Services are not included in the NDP.

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(N)

(B) Specific Terms and References

Unless otherwise defined in this tariff, the following terms are used in this Section 25.2. References to other sections of Section 25.2 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 in month one (1) of the Annual True-Up Period; and (ii) the number of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period.
- (4) Anniversary Date: shall mean each twelve (12) month anniversary of the NDP Start Date during the Term.
- (5) Annual True-Up: shall mean the true-up conducted by the Telephone Company following the end of each Plan Year during which the Telephone Company shall measure, among other things, whether the NDP Customer has met and/or exceeded the Commitment Level and the Discount Tier for the Annual True-Up Period, as more specifically described in Section 25.2.7 following. A Final True-Up shall be conducted in accordance with Section 25.2.14(B)(1) following.

(D)
(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

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

(6) Annual True-Up Period: shall mean the most recent Plan Year that has just been completed for which the Annual True-Up is being conducted.

(7) Assigned Discount Tier: shall mean the applicable Discount Tier that was in effect during an Annual True-Up Period.

(8) [Reserved for Future Use]

(D)

(9) Average Monthly Rate Per Equivalent DS1 CT: shall mean the rate as calculated in accordance with in Section 25.2.7(C)(1) following.

(10) Channel Termination(s): shall mean the applicable Special Access channel terminations for Qualifying Services as follows.

(a) Channel Terminations for Special Access DS1 Services are described in Section 7.2.9 preceding of this tariff.

(b) Primary and Secondary Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are set forth in Section 7.2.9 preceding of this tariff.

(c) [Reserved for Future Use]

(D)

(d) [Reserved for Future Use]

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

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

- (16) Discount Tier: shall mean the tier in each of the tables set forth in Section 25.2.4(B) following into which the NDP Customer falls based on the actual quantities of Equivalent DS1 CTs (D)
- (17) Discount Tier Adjustment: shall mean the adjustment (if applicable) to a higher or a lower Discount Tier based on the difference (if any) between the NDP Customer's Achieved Discount Tier and Assigned Discount Tier, as calculated during the Annual True-Up Period. See Section 25.2.7(D) following for further explanation.
- (18) Discounted Rate Elements: shall mean those rate elements of the Qualifying Services that receive a discount under the NDP. A listing of the Discounted Rate Elements is set forth in Section 25.2.5(A) following.
- (19) Equivalent DS1 CTs: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services as determined in accordance with Section 25.2.4 following.
- (20) [Reserved for Future Use] (D)
- (21) [Reserved for Future Use]
- (22) [Reserved for Future Use] (D)
- (23) Initial Term: shall mean the five (5) year initial term of the NDP.
- (24) [Reserved for Future Use] (D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

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

- (25) Monthly Average Count of Equivalent DS1 CTs: shall mean the average number of Equivalent DS1 CTs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.2.7(B)(1) following.
- (26) Monthly Charges: shall mean the dollar amount of monthly recurring charges billed by the Telephone Company for Discounted Rate Elements.
- (27) Monthly Shortage: shall mean the difference between (i) the Monthly Average Count of Equivalent DS1 CTs and (ii) the NDP Customer's CT Commitment Level. (D)
- (28) 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.
- (29) NDP Start Date: shall mean the start date of the NDP Customer's NDP, as described in Section 25.2.2(A)(1) following.
- (30) Non-Discounted Billed Amounts: shall mean the Monthly Charges for the Discounted Rate Elements that would have been billed if the discount percentages of the NDP had not been applied, as calculated in accordance with Section 25.2.7(D).

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 1 Davis Farm Road, Portland, ME 04103

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

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

- (31) Person: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.
- (32) 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.
- (33) Qualifying Services: shall mean Special Access DS1 Services, and Special Access DS3 Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.2.3 following of this Tariff. (D)
- (34) Renewal Term: shall mean any renewed 5-year period of the NDP.
- (35) Sale Adjustment: shall mean an adjusted amount of Equivalent DS1 CTs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale. (D)
- (36) Shortfall Penalty: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level during an Annual True-Up Period, as further described in Section 25.2.7(C) following. (D)
- (37) Special Access DS3 Service: shall mean Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff. (D)
- (38) Special Access DS1 Service: shall mean Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

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

- (39) Subscription Date: shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer.
- (40) 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.
- (41) Term: shall mean the Initial Term and any Renewal Term(s).
- (42) Upgrade or Upgraded: shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity 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). (D)
- (43) Upgrade Adjustment: shall mean an adjusted number of Equivalent DS1 CTs that were Upgraded by the NDP Customer during the Annual True-Up Period. (D)

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 1 Davis Farm Road, Portland, ME 04103

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(C) ACNAs Subscribing to NDP (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 25.2.11 following.
- (5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.2.1 and Section 25.2.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.
- (6) Any customer that qualified for this option with a predecessor company will qualify for this Option with the Telephone Company and will be eligible for the same discount tier it had achieved with a predecessor company. Notwithstanding anything in this Option to the contrary, no minimum subscriptions will be required for any customer that qualified for this option with a predecessor company and no Shortfall Penalty shall apply.

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

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(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(D) Subscription to Other Tariff Arrangements

(1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements to other existing or new tariff arrangements (including a contract tariff option (as set forth in Section 32 following), an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Service Discount Plans (as set forth in Section 7.4.10 preceding) and Commitment Discount Plans *(as set forth in Section 25.1.1 preceding) under this tariff, subject to the exceptions set forth in Section 25.2.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other tariff arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.2.13 following) shall apply.

(a) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract tariff option (as set forth in Section 32 following) that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or

(b) [Reserved for Future Use]

(D)
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(D)

(c) The specific tariff arrangement (including the contract tariff option) specifically permits concurrent subscription to the NDP and the applicable contract tariff option.

(d) [Reserved for Future Use]

(D)

(e) [Reserved for Future Use]

(D)

(2) [Reserved for Future Use]

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(D)

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.2 Subscription (Cont'd)

(A) (Cont'd)

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

The Telephone Company shall calculate and provide to the NDP Customer the actual quantities of Channel Terminations during the month prior to the Subscription Date. The Telephone Company's records regarding the actual number of Channel Terminations shall be deemed accurate in the case of any discrepancy between the NDP Customer's records and the Telephone Company's records. In accordance with Section 25.2.4 following, the Telephone Company shall derive the Equivalent DS1 CTs from the actual quantities of Channel Terminations. (D)

- (3) Discount Tier (D)
- Based on the Equivalent DS1 CTs determined in (2) above, the Telephone Company will determine the Discount Tier that the NDP Customer falls into in each of the applicable tables set forth in Section 25.2.4(B) following.

- (4) Commitment Matrix and Commitment Levels (D)
- The NDP Customer must specify a Commitment Level by selecting from one of the following two (2) Commitment Matrix options: (1) Premier Commitment Matrix, as described in Section 25.2.4(C)(1) following; and (2) Standard Commitment Matrix, as described in Section 25.2.4(C)(2) following. The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CTs that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (5) BANs (D)
- The NDP Customer must specify a BAN, per state (for each operating territory included in this tariff), against which the Telephone Company will apply adjustments (including Shortfall Penalties as set forth in Section 25.2.7(C) following, Discount Tier Adjustments as set forth in Section 25.2.7(D) following, and CBB Discounts as set forth in Section 25.2.7(E) following) associated with the NDP.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

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

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and 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 each Qualifying Service, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased under all affected tariffs.
- (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.

(D)

(D)

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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(B) Qualifying Services

Subject to the terms of Section 25.2.1(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, 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)

(D)

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.7 preceding, the Special Access DS3 Service, or Special Access DS1 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)

(D) Conversion of Qualifying Services

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

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

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

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

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 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 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).

(b) When the NDP Customer adds one or more Special Access DS3 Services or Special Access DS1 Services to NDP at any time during the Term, the Channel Termination nonrecurring charge which applies for such service is \$1.00 per Channel Termination added.

(c) [Reserved for Future Use]

(D)
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(D)

(2) Removal of Services

(a) When the NDP Customer removes one or more Special Access DS3 Services or Special Access DS1 Services, but not all Special Access DS3 Services and Special Access DS1 Services, from NDP at any time during the Term, no termination liability charge applies.

(b) [Reserved for Future Use]

(D)
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(D)

(c) When the NDP Customer removes all Special Access DS3 Services and all Special Access DS1 Services from the NDP (i.e., the NDP Customer cancels its NDP in its entirety), termination liability applies in accordance with Section 25.2.13 following.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers

(A) Calculation of Equivalent DS1 CTs

(D)

In order to establish Commitment Levels and Discount Tiers, Equivalent DS1 CTs must be determined. Based on the actual quantities of Channel Terminations, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.2.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs.

(D)
(D)
(D)

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

(D)
(D)

Table 1: Calculation of Equivalent DSI CTs.

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

(D)
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 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 -	J

The Discount Tier determines the discount percentage (as set forth in Section 25.2.5(B) following) to be applied to the Channel Termination and multiplexer Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.2.7 following.

(D)

 (D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(C) As of the Subscription Date, and at the beginning of any Renewal Term (unless the NDP Customer chooses the Renewal Benefit Option as described in Section 25.2.14(C) following), the NDP Customer must specify a Commitment Matrix by selecting from one of the following two (2) Commitment Matrix options. The NDP Customer's selection of the Commitment Matrix option shall apply to the CT Commitment Level. (D)

(i) Premier Commitment Matrix, as described in Section (C)(1) following; and

(ii) Standard Commitment Matrix, as described in Section (C)(2) following. (D)

The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CTs (as calculated in Section 25.2.4(A) preceding) that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

(1) If Premier Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 90%. If the NDP Customer chooses the Premier Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(2) following. (D)

(2) If Standard Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 85%. If the NDP Customer chooses the Standard Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(1) following. (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(D) [Reserved for Future Use]

(D)
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(D)

(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 exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.2.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.2.7(B)(2)(b) following; or
- (2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.2.4(C)(5) preceding; or
- (3) The NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.2.7(E) following; or
- (4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.2.11 following or Section 25.2.12 following, respectively.

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount

(A) Discounted Rate Elements

The discounts provided under the NDP shall only be provided on the following Discounted Rate Elements:

- (1) The following Discounted Rate Elements from FCC1 are included in NDP.
 - (a) Special Access DS1 Service Non-competitive End User Channel Terminations (C)
 - (b) [Reserved for Future Use] (D)
 - (c) [Reserved for Future Use] |
 - (d) [Reserved for Future Use] |
 - (e) [Reserved for Future Use] (D)
 - (f) Special Access DS3 Service primary and secondary Non-Competitive End User Channel Terminations with electrical interfaces. (C)
- (D)
|
|
(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 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 or the Premier Commitment Matrix, and the Plan Year. Discount Tiers may change at an Annual True-Up as set forth in Section 25.2.7 following (e.g., Discount Tier may change at an Annual True-Up).

(1) Standard Commitment Level Discount Percentages & Plan Year

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CT	29.00%	29.25%	29.35%	29.45%	29.55%

(D)
(D)
(D)
(D)

Discount Tier B					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	31.50%	31.75%	31.85%	31.95%	32.05%

(D)
(D)
(D)
(D)

Discount Tier C					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	33.50%	33.75%	33.85%	33.95%	34.05%

(D)
(D)
(D)
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	35.50%	35.75%	35.85%	35.95%	36.05%

(D)
(D)
(D)
(D)

Discount Tier E					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%

(D)
(D)
(D)
(D)

Discount Tier F					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%

(D)
(D)
(D)
(D)

Discount Tier G					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%

(D)
(D)
(D)
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.00%	39.25%	39.35%	39.45%	39.55%

(D)
 (D)
 (D)
 (D)

Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%

(D)
 (D)
 (D)
 (D)

Discount Tier J					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%

(D)
 (D)
 (D)
 (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) Premier Commitment Level Discount Percentages & Plan Year

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier A					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	30.00%	30.25%	30.35%	30.45%	30.55%

(D)
 (D)
 (D)
 (D)

Discount Tier B					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	32.50%	32.75%	32.85%	32.95%	33.05%

(D)
 (D)
 (D)
 (D)

Discount Tier C					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	34.50%	34.75%	34.85%	34.95%	35.05%

(D)
 (D)
 (D)
 (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier D					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%

(D)
 (D)
 (D)
 (D)

Discount Tier E					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%

(D)
 (D)
 (D)
 (D)

Discount Tier F					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%

(D)
 (D)
 (D)
 (D)

Discount Tier G					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%

(D)
 (D)
 (D)
 (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

<u>Tier</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%

(D)
(D)
(D)
(D)

Discount Tier I					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.50%	40.75%	40.85%	40.95%	41.05%

(D)
(D)
(D)
(D)

Discount Tier J					
DS1 CT	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CT	41.00%	41.25%	41.35%	41.45%	41.55%

(D)
(D)
(D)
(D)

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25. Discount Plans (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 as described in Section 25.2.7(B) following; and **(D)**
- (2) Compare 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 **(D)**
- (3) If the NDP Customer has not met its CT Commitment Level then calculate the Shortfall Penalty that is due in accordance with Section 25.2.7(C) following. If the NDP Customer has exceeded its CT Commitment Level then calculate any adjustment to one or both Commitment Level(s) in accordance with Section 25.2.7(B) following; and **(D)**
- (4) Determine if the Achieved Discount Tier is the same as the Assigned Discount Tier. If the Assigned Discount Tier is different than the Achieved Discount Tier, then the Telephone Company shall calculate the applicable Discount Tier Adjustment in accordance with Section 25.2.7(D) following; and **(D)**
- (5) Assuming the NDP Customer is eligible for the Commitment Buy-Up Bonus for its CT Commitment Level, and the NDP Customer elects to exercise such Commitment Buy-Up Bonus Option, the Telephone Company will calculate the applicable CBB Discount in accordance with Section 25.2.7(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. **(D)**

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(A) (Cont'd)

- (6) If the NDP Customer added or removed one or more ACNA(s) under Section 25.2.11 or Section 25.2.12 following, respectively, during the Annual True-Up Period, the Telephone Company will adjust the CT Commitment Level 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. (D)
- (7) Subject to the requirements set forth in Section 25.2.7(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 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 Premier Commitment Matrix and Discount Tiers in accordance with Section 25.2.7(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 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: (D)
 - (Step 1) add the actual number of Equivalent DS1 CTs for Qualifying Services purchased under the NDP for each month of the Annual True-Up Period;
 - (Step 2) add the result from Step 1 preceding to the quantities of Equivalent DS1 CTs determined in (i) and (ii) following:
 - (i) the Upgrade Adjustment, as calculated in accordance with Section 25.2.7(H) following, for any Qualifying Service(s) that has been Upgraded ; and/or
 - (ii) the Sale Adjustment, as calculated in accordance with Section 25.2.10 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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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

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

(1) (Cont'd)

(D)
 |
 (D)

(2) The Telephone Company will compare the Monthly Average Count of Equivalent DS1 CTs against the CT 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.

(D)

 (D)

(a) Where the NDP Customer has met its CT Commitment Level 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 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 as specified in Section 25.2.7(E) following.

(D)
 (D)
 (D)

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

(D)
 (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 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 for the Annual True-Up Period. (D)

(2) Where the NDP Customer elected the Premier Commitment Matrix and exceeded its CT 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 for the Annual True-Up Period. (D)

(3) Where the NDP Customer has not met its CT Commitment Level a Shortfall Penalty as set forth in Section 25.2.7(C) following applies to each missed Commitment Level. (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; (D)

(1) A Shortfall Penalty is calculated as follows:

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs during the Annual True-Up Period as set forth in Section 25.2.7(B)(1) preceding. (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) (Cont'd)

(Step 2) Determine the Monthly Shortage of Equivalent DS1. (D)

(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.

(D)
|
(D)

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT. (D)

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (this tariff 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.

(D)
|
|
|
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) (Cont'd)

(Step 4) Calculate the Shortfall Penalty for the CT Commitment Level. (D)

(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.

(D)
|
|
(D)

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- 25. Discount Plans (Cont'd)
- 25.2 National Discount Plan (Cont'd)
- 25.2.7 Annual True-Up (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

- (3) The Telephone Company will apply the Shortfall Penalty calculated in (C)(1) preceding to the BANs designated by the NDP Customer under Section 25.2.2(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. A Discount Tier Adjustment(s) may result in 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. The Achieved Discount Tier and the Assigned Discount Tier are independently determined for Channel Terminations and Channel Mileage.

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

- (Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs during the Annual True-Up Period as set forth in Section 25.2.7(B)(1) preceding.

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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. (D)

(a) Using the Equivalent DS1 CT table set forth in Section 25.2.4(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) [Reserved for Future Use]

(D)
|
|
(D)

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

If an Achieved Discount Tier for Channel Terminations is a higher or lower Discount Tier than the Assigned Discount Tier for Channel Terminations a Discount Tier Adjustment (as calculated in Steps 3 through Step 6) following applies. (D)
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 the total Monthly Charges for the Channel Termination that the NDP Customer would have paid during the Annual True-Up Period if the discount percentages as set forth in Section 25.2.5(B) preceding were not applied; Discounted Rate Elements are specified in Section 25.2.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

(D)

(D)

- (1) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Termination Discounted Rate Elements across this tariff 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.

(D)

|

|

|

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(2) [Reserved for Future Use]

(D)
|
|
|
(D)

(3) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements across this tariff 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) [Reserved for Future Use]

(D)
|
|
|
(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

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

For each of the Discounted Rate Element categories specified in (1) through (10) of Step 3 above, using the discount percentages set forth in 25.2.5(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.

(D)
|
|
(D)

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

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

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Terminations.

(D)
(D)

(2) [Reserved for Future Use]

(D)
|
(D)

(3) Discount Tier Adjustments may result in a debit adjustment or credit adjustment to the NDP Customer's bill. The Telephone Company will apply the Discount Tier Adjustment calculated in (D)(2)(a) preceding to the BAN(s) designated by the NDP Customer under Section 25.2.2(C)(5) preceding. The Discount Tier Adjustment is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing a debit Discount Tier Adjustment is not paid by the payment date.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) [Reserved for Future Use]

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(D)

(D)

- (5) No change will be made to the NDP Customer's Commitment Levels, regardless of whether or not the Discount Tier was adjusted upward or downward. An NDP Customer subscribed to the Premier Commitment Matrix may qualify for the Commitment Buy-Up Bonus Option and receive a CBB Discount under Section 25.2.7(E) following.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 its CT Commitment Level under Section 25.2.7(B) preceding; and **(D)**
 - (c) the actual quantity of Equivalent DS1 CTs 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 in month one (1) of the Annual True-Up Period. **(D)**
- (2) If the NDP Customer elects to increase its CT 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. In determining the month 12 counts, the Telephone Company will include any Upgrade Adjustment or Sale Adjustment as set forth in Sections 25.2.7(H) and 23.2.10 following, respectively. **(D)**

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 1 Davis Farm Road, Portland, ME 04103

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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. (D)

(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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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 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 (D)

The Average Monthly Rate per Equivalent DS1 CT is calculated in accordance with Step 3 of Section 25.2.7(C)(1) preceding.

(D)
(D)

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

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

(D)
(D)
(D)

(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 as determined in Step 3 preceding; multiplied by (D)
- (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.

ACCESS SERVICE

- 25. Discount Plans (Cont'd)
- 25.2 National Discount Plan (Cont'd)
- 25.2.7 Annual True-Up (Cont'd)

(D)

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

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

The Telephone Company will assign the Discount Tier(s) applicable to the next Plan Year (i.e., from the most recent Anniversary Date to the next successive Anniversary Date) if the Achieved Discount Tier in month twelve (12) of the Annual True-Up Period (taking into account any (i) Upgrade Adjustment, as calculated in accordance with Section 25.2.7(H) following, for any Qualifying Service(s) that has been Upgraded; and (ii) any Sale Adjustment, as calculated in accordance with Section 25.2.10 following, for any Qualifying Service(s) 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 Channel Terminations, the new Discount Tier for the next Plan Year (i.e., the new Assigned Discount Tier) shall result in an increased or decreased discount percentage pursuant to Section 25.2.5(B) preceding. If the Achieved Discount Tier (as determined in accordance with Section 25.2.7(D) preceding) is the same as the Assigned Discount Tier for the Annual True-Up, no action will be taken.

(D)

(D)
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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades

(1) 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; 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. (D)

(2) 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.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(2) (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.

(3) 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. The Telephone Company shall use such Upgrade Adjustments in (i) the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.2.7(B)(1) preceding; (ii) Section 25.2.7(F) for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.2.7(E) to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

(D)

(D)

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

(1) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were Upgraded to a non-Qualifying Service as calculated in accordance with Section 25.2.4(A).

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(a) (Cont'd)

- (2) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Upgrade occurred through the end of the Annual True-Up Period. For example, if the Upgrade occurred in June, and the Annual True-Up Period ended in November, then the number of whole months remaining in the Annual True-Up Period was five (5) months; and
- (3) Determine the Upgrade Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (1) above; by (b) the result of (2) above. The Telephone Company shall use such Upgrade Adjustments in the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs, as set forth in Section 25.2.7(B)(1) preceding.

(D)

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(b) [Reserved for Future Use]

(D)
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 (D)

25.2.8 Minimum Period

The minimum period, as set forth in Section 5.2.5 preceding, for any service associated with a Discounted Rate Element provided under the NDP is one year from the date that such service is installed. Minimum period charges, as calculated in Section 5.2.6 preceding, will be assessed if the NDP Customer does not maintain the service with Discounted Rate Elements under Section 25.2.5 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.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.9 Changes to Basic Service and/or Base Rates

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

25.2.10 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 affected by the Telephone Company Sale; and **(D)**
- (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. 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, either during the Initial Term or the Renewal Term; (ii) Section 25.2.7(F) preceding for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.2.7(E) preceding to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option. **(D)**

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

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

(A) (Cont'd)

(2) (Cont'd)

(a) When calculating the Monthly Average Count of Equivalent DS1 CTs under Section 25.2.7(B)(1) preceding, the Telephone Company will calculate the Sale Adjustment of Equivalent DS1 CTs (as used in Step 2(ii) of Section 25.2.7(B)(1) preceding) for each Qualifying Service included in the Telephone Company Sale.

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

- (i) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were sold as calculated in accordance with Section 25.2.4(A)(1) preceding.
- (ii) Determine the number of whole calendar months remaining in the Annual True-Up Period, For example, if the Telephone Company Sale occurred in April, and the Annual True-Up Period ended in August, then the number of whole months remaining in the Annual True-Up Period was four (4) months; and
- (iii) Determine the Sale Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (i) above; by (b) the result of (ii) above. The Telephone Company shall use such Sale Adjustment(s) in the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.2.7(B)(1) preceding.

(D)
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, and the actual quantities of Channel Terminations for the acquired ACNA(s) in month twelve (12) of the Annual True-Up Period (even though such Channel Terminations of the acquired ACNA(s) were not used in the Annual True-Up), determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier using the table set forth in Section 25.2.4(A)(1) preceding.

(D)
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(D)

(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, or by ninety percent (90%) if the NDP Customer has the Premier Commitment Matrix.

(D)
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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 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)

(D)

(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 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)

(D)
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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

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

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) Once the Annual True-Ups under (B)(2)(b)(1) preceding are complete, and in accordance with Section 25.2.1(C) preceding, the ACNAs, Qualifying Services and Commitment Levels of the non-Surviving NDP will be added to the ACNAs, Qualifying Services and Commitment Levels of the Surviving NDP as follows:

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

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

(i) Adjust Commitment Levels

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

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, and the actual quantities of Channel Terminations for the month prior to conducting the Final True-Up for the non-Surviving NDP, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier in accordance with the table in Section 25.2.4(A)(1) preceding.

(D)
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 (D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 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, or by ninety percent (90%) if the Surviving NDP uses the Premier Commitment Matrix.

(D)
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(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 remaining portion of the Surviving NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2.

(D)
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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) If the NDP Customer has removed an ACNA(s), the Telephone Company shall take the following actions:

(a) At the next Annual True-Up following the effective date of removal of the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(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 will be reduced by (i) eighty-five percent (85%) of Equivalent DS1 CTs 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 in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Premier Commitment Matrix as follows:

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the Customer Sale as calculated in accordance with Section 25.2.4(A) preceding.

(D)
 (D)
 (D)
 (D)
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 (D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.12 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, or by ninety percent (90%) if the NDP uses the Premier Commitment Matrix.

(D)
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(D)

(Step 3) The Telephone Company will subtract the CT Commitment Level for the removed ACNA(s) determined in Step 2 above from the CT Commitment Level for the remaining portion of the NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Initial Term or Renewal term, as applicable, unless otherwise adjusted in this Section 25.2.

(D)
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(D)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal (Cont'd)

(2) (Cont'd)

(f) New Discount Tiers will be assigned for the renewed NDP using the actual quantity of Equivalent DS1 CTs that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Plan; and

(D)

(g) The renewed NDP shall begin in Plan Year 1 but shall continue to receive the discounts associated with Plan Year 5 as set forth in Section 25.2.5(B) preceding.

(C) Renewal Benefit Option

(1) If the NDP Customer elects the Renewal Benefit Option, and makes such election in a timely manner as set forth in Section 25.2.14(A) preceding, the expiring NDP shall be renewed at the end of the expiring Initial Term or Renewal Term, as applicable, in accordance with the requirements of (B)(2) preceding. If the NDP Customer does not provide timely notice of its election to renew under Section 25.2.14 preceding, the NDP Customer is not eligible for the Renewal Benefit Option.

(2) When the Renewal Benefit Option is selected, termination liability under Section 25.2.13 preceding is only applicable for the first forty-two (42) months of the Renewal Term. Termination Liability is not applicable in month forty-three (43) through month sixty (60) of the Renewal Term (Renewal Benefit Period).

For example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to terminate its NDP at any time after May 1, 2016 (i.e., during the Renewal Benefit Period which is after month forty-two (42) of the Renewal Term), termination liability as set forth in Section 25.2.13 preceding is not applicable.

For a second example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to cancel its NDP at any time prior to May 1, 2016 (i.e., during the first forty-two (42) months of the Renewal Term), termination liability as set forth in Section 25.2.13 preceding applies.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(5) Central Office Extensions (Cont'd)

Asynchronous services are specified in Sections 6 preceding. ATM Cell Relay Service is as specified in Section 27. following. (D)

The Central Office Extensions which may be used with Switched Access Services are the DS1, DS3 and STS1 Central Office Extensions.

The Central Office Extensions which may be used with Frame Relay Service are the DS1 and DS3 Central Office Extensions.

The Central Office Extensions which may be used with ATM Cell Relay Service are the DS1, DS3 and OC-3 Central Office Extensions.

IEF services, as set forth in 26.1.4 following, may be connected to IDSR for which an STS1 Central Office Extension will apply.

The application of the Central Office Extension rates are set forth in (E) following.

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(B) Two-Point Service Configurations*

IDSR may be provided in certain two-point service configurations allowing for the synchronous transmission of 155.52 Mbps data between customer designated premises. The connection may be made as a derived OC-3 service from Telephone Company provided OC-12 or OC-48 premises node equipment, OC-12 or OC-48 CO Node equipment or a combination of the two. When two-point service is derived from CO Node equipment, an OC-3 Central Office Extension as set forth in (A)(5) preceding applies. The OC-3 capacity may be provided in either a channelized format as an STS-3 signal or in a concatenated format as an STS-3c signal (a single signal of 3 combined STS-1s) as determined by the channel interface selected by the customer. The customer must provide equipment at its designated premises which is capable of receiving the 155.52 Mbps optical signal delivered by the Telephone Company.

Telephone Company provided OC-3 premises node equipment is not provided at any customer designated premises to which the two-point service configuration has been ordered. However, when the two-point service is derived from Telephone Company provided OC-12 or OC-48 premises node equipment, the termination at the customer designated premises will be an OC-3 Premises Port as specified in (A)(6) preceding.

(C) Technical Specifications

The technical specifications for IDSR are delineated in GR-253-CORE, Issue 2.

The technical specifications for Switched Access Services are delineated in Section 6. preceding.

(D)

The technical specifications for ATM Cell Relay Service are delineated in Section 27. following.

(D)

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

* As of December 9, 1999, IDSR two-point service configurations which do not include a minimum of three nodes are no longer available. See footnote on Page 26-1 for complete details.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application of Rates

(1) SONET Distribution Channels (SDCs)

The SDC rate applies per point of termination for the portion of the optical carrier channel which connects the customer designated premises with its serving wire center. The SDC rate is differentiated by the bandwidth capacity of the optical carrier channel. When IDSR is provided in a ring architecture, the SDC rate is also differentiated by the total number of SDCs and nodes on the ring as specified in Section 31.26 following. (D)

When IDSR is provided with the Premises Node Diversity option as set forth in (A)(7)(a) preceding, or in any other configuration for which two Premises Nodes are provided at the same customer designated premises, only one SDC applies to connect the two Premises Nodes to the serving wire center. If two Premises Nodes are not the same bandwidth capacity, the SDC rate to be applied is the rate for the SDC with the higher bandwidth capacity.

When the SDC is connected to Premises Node equipment, the SDC rate applies whether the Telephone Company or the customer provides the Premises Node equipment.

The rates for the SDC rate elements are specified in Section 31.26 1(A), (B) and (C) following for (D)
 OC-3, OC-12 and OC-48. (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application of Rates (Cont'd)

(2) Central Office (CO) Nodes

The CO Node rate applies for each CO Node provided and is differentiated by the bandwidth capacity of the CO Node.

A Nonrecurring Charge applies only when a new CO Node is installed on a ring subsequent to the initial installation of the ring or when a CO Node which is included in the ring is moved to a new wire center.

The rates and charges for CO Nodes are set forth in Section 31.26.1(J) following.

(D)

(3) Channel Mileage

Channel mileage rates apply between the serving wire centers of the customer designated premises or between a serving wire center of a customer designated premises and a wire center equipped with a CO Node. Channel mileage rates, which consist of a Fixed and Per Mile rate element, are differentiated by the bandwidth capacity of the interoffice channel, number of nodes involved and, when applicable, the number of wire centers as specified in Section 31.26 1(D), (E) and (F) following for rates for OC-3, OC-12 and OC-48, respectively.

(D)

When IDSR is provided in a ring architecture (i.e., 3 or more nodes of the same speed), the first Channel Mileage rate component consists of a Fixed and Per Mile rate and the second and over Channel Mileage component consists of a Per Mile rate only. When IDSR is provided in a configuration for which two CO Nodes are provided in the same wire center, only one Channel Mileage element is applicable to connect the two CO Nodes to the ring. If the two CO Nodes are not the same bandwidth capacity, the Channel Mileage element applied will be that of the higher bandwidth capacity.

(D)

The rates for Channel Mileage are set forth in Section 31.26.1(D), (E) and (F) following.

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# Cont'd

(E) Application of Rates (Cont'd)

(4) Premises Nodes

The Premises Node rate applies for each Premises Node provided and is differentiated by the bandwidth capacity of the Premises Node.

A Nonrecurring Charge applies only when a new Premises Node is installed on a ring subsequent to the initial installation of the ring or when a Premises Node which is included in the ring is moved to a new location. The nonrecurring charge does not apply to install a new Premises Node subsequent to the initial installation of the ring if the new Premises Node is not part of the ring. For example, when an OC-3 Premises Node is installed subsequent to the installation of the customer's IDSR ring, and the new node is not part of the customer's existing IDSR ring, the nonrecurring charge is not applicable.

The rates and charges for Premises Nodes are set forth in Section 31.26.1(M) following.

(D)

(5) Central Office Extensions

The Central Office Extension rate applies for each asynchronous service which is connected to IDSR at a CO Node; for each synchronous OC-3 or OC-12 which is derived from a CO Node in the provision of a two-point service; for each STS1 which is connected to IEF service; or for each OC-3 or OC-12 which is connected to IBT service. The rate is differentiated by the data rate of the asynchronous service being connected (e.g., an asynchronous DS1 will require a DS1 Central Office Extension) or the capacity of the synchronous derived channel (i.e., OC-3). For two-point service configurations, as set forth in (B) preceding, an OC-3 Central Office Extension applies for each OC-3 derived from an OC-12 or OC-48 CO Node and an OC-12 Central Office Extension applies for each OC-12 derived from an OC-48 central office node.

An OC-3 or OC-12 Central Office Extension applies to connect an OC-3/3c or OC-12/12c capacity of a IDSR to IEF service as set forth in 26.1.4 following or IBT service as set forth in 26.1.5 following. Additionally, an STS1 Central Office Extension applies to connect to an STS1 provided from a IEF service.

The rates for Central Office Extensions are set forth in Section 31.26.1(L) following.

(D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# Cont'd

(E) Application of Rates (Cont'd)

(6) Premises Ports

The Premises Port rate applies for each Premises Port provided and is differentiated by the data rate of the service being terminated. Premises Ports are not applicable when the customer provides the Premises Node equipment.

The rates and charges for Premises Ports are set forth in Section 31.26.1(O) following .

(D)

(7) Optional Features and Functions

(a) Premises Node Diversity

The rates and charges for Premises Node Diversity are the rates and charges for the two Premises Nodes being provided as specified in (4) preceding and one SONET Distribution Channel as specified in (1) preceding.

(8) Two-Point Service Configurations*

The rates and charges for two-point service configurations are differentiated by the manner in which two-point service is configured. For two-point service which is derived from a Telephone Company provided OC-12 or OC-48 premises node, an OC-3 or OC-12 Premises Port as specified in (6) preceding applies for each OC-3 or OC-12 derived from the premises node. For two-point service which is derived from an OC-12 or OC-48 Central Office Node, an OC-3 or OC-12 Central Office Extension as specified in (5) preceding and an OC-3 or OC-12 SONET Distribution Channel as specified in (1) preceding applies to each OC-3 or OC-12 extended. In addition, the rates for the OC-12 or OC-48 CO Node(s) as specified in (2) preceding and any associated Channel Mileage as set forth in (3) preceding also applies.

Additionally, all other applicable rate elements associated with the higher speed ring or service as set forth in (1) through (6) preceding apply.

(9) Shared Use Arrangements on IDSR

When IDSR is arranged to carry both Switched Access and Special Access Services, the regulations set forth in Section 5.2.7 preceding apply.

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

* As of December 9, 1999, IDSR two-point service configurations which do not include a minimum of three nodes are no longer available. See footnote on Page 26-1 for complete details.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeamDedicated SONET Ring (IDSR)# (Cont'd)

(F) Terms and Conditions (Cont'd)

- (4) Design Layout Reports are provided as set forth in Section 6.1.5 preceding for Switched Access. (D)
- (5) Acceptance Testing is performed as set forth in Section 6.1.5 7 preceding for Switched Access. (D)
- (6) IDSR is ordered under the Access Order provisions set forth in Section 5. preceding. Also included in that section are other charges which may be associated with ordering IDSR (e.g., Service Date Change Charges, Cancellation Charges, etc.)
- (7) Premises Interface Codes and Interface Groups for Switched Access Services which are connected to IDSR are specified in Section 6.1.3(A) preceding. (D)
- (8) The application of rates and charges for asynchronous Switched Services which are connected to IDSR are specified in Sections 6. preceding, respectively. The same terms and conditions that apply to Switched Access Entrance Facility Channel Terminations also apply to SONET Distribution Channels. (D)
(D)
(D)
- (9) [Reserved for Future Use] (D)
- (10) [Reserved for Future Use] (D)
- (11) Shared Billing Arrangements which include IDSR are subject to the regulations set forth in Sections 5.2, and 6.7.14, preceding. (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 [Reserved for Future Use]

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

(D)

(D)

26.1.3 [Reserved for Future Use]

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(B) Service Description (Cont'd)

Optical IEF Interfaces:

The optical IEF interfaces define the optical transmission rate of the Switched Access and Special Access interface to be provided. Three optical interfaces are available: OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2.488 Gbps). The optical interfaces are provided in a manner that allows fractional capacity to be activated in increments of STS1s. Fractional optical interface terminations can be connected to lower speed Switched and Special Access Services as set forth in Sections 6. preceding, and to Special Access and advanced data services that are equal to the bandwidth of the interface. Additionally, IEF provided with interfaces at STS1, OC3 and OC12 can be connected to:

- STS1 central office extensions or ports of an IDSR, as set forth in Section 26.1.1 preceding, or of a DSR, As set forth in Section 34.1 following;
- IntelliBeam Broadband Transport (IBT) services (OC3 and OC12 interfaces only) or multiplexed IBT services (connection to an IBT OC3 and OC12 multiplexing nodes can only occur from an IEF OC48 arrangement) as set forth in Section 26.1.5 following; or
- IntelliBeam Shared Single Path (STS1 only) as set forth in 26.1.6 following.

IEF provided with interfaces at STS1, OC3 and OC12 can also be connected to Optical Network STS1, OC3c and OC12c Ethernet-to-SONET mapped services. (D)

Interface charges, as set forth in Section 31.26.4 following, do not apply when IEF is provided with an optical interface. (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(B) Service Description (Cont'd)

Channel mileage, when applicable, will apply at ISSP STS1 channel mileage rates or at other channel mileage rates for the appropriate High Capacity, FairPoint Enterprise DS3 Service or IntelliBeam Broadband Transport (IBT) being transported over the Telephone Company's interoffice facilities.

An IEF Termination with an IEF DS3 interface is transported over the Telephone Company's interoffice facilities as DS3 service and is billed the applicable DS3 channel mileage rates set forth in Section 31.6. An IEF Termination with an IEF STS1 interface is transported over the Telephone Company's interoffice facilities as ISSP STS1 and is billed the ISSP STS1 mileage charge as set forth in Section 31.26.6 following.

(D)

(D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(C) Optional Features and Functions

(D)
|
|
|
(D)|

(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(D) Terms and Conditions

- (1) IEF is available for a 3 year or 5 year term plan. The rates for IEF include terminations, interfaces (when IEF is provided with an electrical interface), optional features and functions and channel mileage. Additionally, nonrecurring charges apply for IEF Terminations and Interfaces. The rates and charges for any other Switched Access, Special Access or SONET service connected to IEF are subject to the rates and charges for the specific service being provided.

Once the term plan for IEF has expired, the rates of the expiring term plan will continue until the customer either cancels service or requests a new term plan for its IEF services.

- (2) The minimum service period for IEF is twelve months.
- (3) Additional IEF terminations and interfaces may be added to the term plan on a co-terminus basis for the balance of the term selected by the customer, provided that there is at least twelve months remaining in the term period. IEF term plans with less than twelve months remaining in the term period are not eligible for additional terminations or interfaces in that plan.

When additional Interfaces and Terminations are added, subject to the criteria specified preceding, they must remain in service to the end of the commitment period of the IEF service plan to which they are added or termination liability will apply.

Customers who order an STS1 interface must specify how the signal is to be mapped, i.e., VT1.5 or DS3 mapped (see definitions for Virtual Tributary and SONET in Section 2.6 preceding).

- (4) Asynchronous multiplexing of DS1s into a DS3 occurs outside the SONET network and requires DS3 to DS1 Multiplexing at the rates specified in Section 31.6.1(E) . (D)

Synchronous mapping of DS1s as VT1.5s occurs inside the SONET network and requires the ISSP optional feature STS1 to DS1 Multiplexing at the rates specified in Section 31.26.6 following. (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(D) Terms and Conditions (Cont'd)

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

IEF service may also be used in conjunction with:

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

(D)

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

- (i) point-to-point SONET service
 - (ii) Optical Network service
 - (iii) dedicated SONET ring service
- (9) IEF service may be included in, and concurrently subscribed to, under a Commitment Discount Plan* as specified in Section 25.1 preceding and/or under a National Discount Plan as set forth in Section 25.2 preceding.

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

(D)
(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(E) Termination Liability (Cont'd)

Except as set forth above, the customer must fulfill its term plan for the entire capacity, or be subject to termination liability for that portion of the capacity which was not in place for the entire term. Termination liability charges are in addition to any charges associated with the customer satisfying the minimum service requirement of one year on its IEF services.

Termination charges are calculated as follows:

- If the disconnect occurs during the first year of service, termination liability is calculated at 100% of the monthly charges for the unexpired portion of the first year, and at 15% of the monthly charges for the remainder of the term plan.
- If the disconnect occurs after the first year of service, termination liability is calculated at 15% of the monthly charges from the date of disconnection through the remainder of the term plan.

(F) Conversions

Customers who wish to convert existing High Capacity or FairPoint Enterprise Special Access Services or Switched Access Services to IEF may do so without Service Discount Plan termination liability charges as long as the total capacity of Special Access or Switched Access Service at the affected premises does not decrease. Termination liability for services provided under a Service Discount Plan are set forth in Sections 6.7.16 preceding. A new commitment period on the IEF term plan will commence with the conversion to IEF. No time-in-service credit shall be granted on the new term plan. All applicable nonrecurring charges for new installations, rearrangements or moves will apply.

(D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(G) Deployment

IEF Service is provided where suitable SONET facilities and bandwidth are available to provide the requested service and interfaces. The Telephone Company will work cooperatively with the customer in determining the availability of such facilities and if service can be provided.

(H) Rate Regulations

(1) Monthly rates, as set forth in Section 31.26.4, apply to IEF Terminations. The monthly rates are differentiated by the term plan and IEF Interface selected by the customer. Nonrecurring charges, as set forth in Section 31.26.4(A)(3) and (B)(3), apply to initial and subsequent installations of IEF Terminations. (D)

(2) Additionally, the monthly rates for IEF Terminations apply on a tapered schedule basis as set forth in Section 31.26.4(A)(1) and (B)(1) following. The rate to be billed for each IEF Termination is based on the total number of IEF Terminations that are in-service as of each billing date, on a per customer designated premises and per Billing Account Number (BAN) basis. To determine the total number of IEF Terminations for the bill period, the Telephone Company will count (i) all IEF Terminations; and (ii) all Telephone Company provided SONET entrance facilities that are provided in connection with a Telephone Company provided point-to-point SONET service or Optical Network service that terminate at such customer designated premises, inclusive of all such IEF Terminations and SONET entrance facilities that are in service and billed under the same BAN. (D)

(3) Reserved for Future Use (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

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

(H) Rate Regulations (Cont'd)

(D)

(D)

- (4) Monthly rates for electrical IEF Interfaces are set forth in Section 31.26.4(A)(2) and (B)(2) following and apply in accordance with Section 15.3 preceding. When a customer orders an IEF with an STS1 IEF Termination and an electrical interface, both the monthly rate for the electrical IEF Interface (as set forth in Section 31.26.4(A)(2) and (B)(2) following) and the monthly rate for the STS1 Termination (as set forth in Section 31.26.4(A)(1) and (B)(1) following) apply. The monthly rates are differentiated by the term plan selected by the customer. Nonrecurring charges as set forth in Section 31.26.4(A)(2) and (B)(2) following apply to each electrical IEF Interface installed. (D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions (Cont'd)

(3) Multiplexing Capability

Multiplexing of IBT can occur at either designated Telephone Company serving wire centers or at customer designated premises. When multiplexing occurs at designated Telephone Company serving wire centers, NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 identifies those serving wire centers where terminus, intermediate or super-intermediate multiplexing options are available. Terminus, intermediate or super-intermediate multiplexing is defined in Section 2.6 preceding. When multiplexing occurs at a customer designated premises, all channels derived from the IBT facility must terminate at that premises.

End to end services may be provided on channels of these facilities to the multiplexing node. The transmission performance for the end to end service provided between the locations will be that of the lower capacity or bit rate. Multiplexing capability will not be provided on an IBT that is connecting to IOTS or Telephone Company provided DWDM ring service.

The Telephone Company will commence billing the monthly rate for the facility to the IBT multiplexing node on the date specified by the customer on the service order. Individual services utilizing these facilities may be ordered and/or installed subsequent to the installation of the facility to the multiplexing node. The customer will be billed for the channel termination, channel mileage and IBT multiplexing node at the time the facility is installed. IBT port charges do not apply when IBT is provided as a facility to an Expanded Interconnection arrangement. Individual service rates (by service type) will apply for the channel termination, channel mileage, any optional features associated with the service, and the low speed port necessary to drop the lower capacity service from the IBT multiplexing node. These services will be billed as each individual service is installed.

Cascade multiplexing occurs when an IBT channel is de-multiplexed to channels of a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, an IBT OC3 is de-multiplexed to three DS3 channels and then one of the DS3 channels is further de-multiplexed to DS1 channels. When cascade multiplexing is performed, a charge for the additional multiplexing unit also applies. When cascade multiplexing occurs at different locations, channel mileage and mid-link nonrecurring charges as described in Section 6.1.3(A) preceding also apply between the multiplexing arrangements. Cascade multiplexing may not occur at the customer's designated premises. (D)

Service availability limited. Refer to footnote on Page 26-46.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(D) Rate Categories

- (1) Monthly rates apply for IBT Channel Terminations, Ports*, Channel Mileage, and Multiplexing Capability.
- (a) The IBT Channel Termination rate category is divided into three categories, IBT Standard Channel Termination, IBT Office Channel Termination Cross Connect and IBT Virtual Office Channel Termination. (See Note below.)

The IBT Standard Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises in the same manner as the Standard Channel Termination rate category applies to Special Access. (D)

The IBT Office Channel Termination Cross Connect rate category provides for the communications path between customer provided fiber optic or microwave facilities and transmission equipment and the Telephone Company serving wire center in the same manner as the Office Channel Termination applies to Special Access. An OCT Termination Charge also applies for each Office Channel Termination cross-connected to either a Telephone Company-provided POT Bay or a customer-provided, Telephone Company-maintained POT Bay at an Expanded Interconnection multiplexing node. (See Note below.) (D)

The IBT Virtual Office Channel Termination rate category provides for the communications path between customer provided fiber optic facilities and transmission equipment and the Telephone Company serving wire center in the same manner as the Virtual Office Channel Termination applies to Special Access Services. (D)

* IBT ports are not provided at an Expanded Interconnection multiplexing node or virtual collocation arrangement.

Note: See Section 28 for further information.

Service availability limited. Refer to footnote on Page 26-46.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(E) Rate Regulations

- (1) IBT Services are subject to a guarantee for service interruptions under the regulations set forth in Section 2.8.1.1(B)(11) preceding.

Ports for IBT are provided as either two fiber network interfaces of the full service bandwidth, or as four fiber interfaces consisting of 2 cards, one working and a second for standby (four fiber 1+1 protection or 4F 1+1).

IBT ports are not provided at an Expanded Interconnection multiplexing node or virtual collocation arrangement.

- (2) When mileage is applicable, Channel Mileage for IBT services applies as a Fixed rate per service and a rate Per Mile.

The manner in which the Channel Mileage rate element is measured and rates are applied is in accordance with the regulations set forth in Section 7.4.6 preceding for Special Access Service mileage measurement.

- (3) When IBT is provided to a customer designated premises which utilizes IntelliBeam Entrance Facility (IEF) as specified in 26.1.4 preceding, IEF Termination and Interface rates and charges as set forth in Section 31.26.4 following and charges apply at that premises in lieu of IBT Channel Terminations and Ports. (D)

- (4) IBT to an Expanded Interconnection arrangement may be provided with an Enhanced Ordering Option (EOO) as specified in Section 5.2 preceding at the rates and charges set forth in Section 31.26.5(A)(4) following. (D)

- (5) IBT Office Channel Terminations and Virtual Office Channel Terminations also provide dark fiber cross-connection of Dedicated Transit Service to collocation arrangements subject to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following. (See Note Below)

Note: See Section 28 for further information.
 # Service availability limited. Refer to footnote on Page 26-46.

ACCESS SERVICE

26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)(E) Rate Regulations (Cont'd)

- (6) When IBT is provided as a facility to an IBT or Telephone Company provided point-to-point SONET service multiplexing node, lower level services which are derived from that facility are subject to the rates and charges and terms and conditions for the type of service involved. The end-to-end transmission parameters for services provided over channels of the IBT facility will be those of the lower bit rate services involved.
- (7) Shared Use of an IBT facility occurs when Switched Access and Special Access or SONET Services are provide over the same IBT facility through a common interface. Shared Use of an OC192 IBT facility is not permitted. The regulations governing Shared Use Arrangements are set forth in Section 5.2.7 preceding.
- (8) When IBT is provided to a customer designated premises which utilizes IOTS as specified in 7.2.19 preceding, IOTS Protected Point-to-Point or Point-to-Fiber Meet Optical Transport Channel rates and charges, as set forth in Section 31.7.21 following, apply at that premises in lieu of IBT Channel Terminations and Ports. **(D)**
- (9) When IBT is provided to a customer designated premises which utilizes Telephone Company provided SONET entrance facility service, SONET entrance facility termination and interface rates and charges apply at that premises in lieu of IBT Channel Terminations and Ports.
- (10) When IBT is provided to a customer designated premises which utilizes Telephone Company provided DWDM ring service, DWDM ring service protected point-to-point or point-to-fiber meet optical transport channel rates and charges apply at that premises in lieu of IBT Channel Terminations and Ports.

Service availability limited. Refer to footnote on Page 26-46.

ACCESS SERVICE

26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.6 IntelliBeam Shared Single Path (ISSP)(A) General

IntelliBeam Shared Single Path (ISSP) is a Synchronous Transport Level 1 (STS1) channel for the transmission of 51.84 Mbps data between the following locations.

- Customer designated premises to customer designated premises
- Customer designated premises to Expanded Interconnection multiplexing node or virtual collocation arrangement
- Telephone Company wire centers associated with an IEF arrangement(s).
- An IEF arrangement and a customer designated premises, Expanded Interconnection multiplexing node, virtual collocation arrangement, or a Telephone Company wire center where STS1 to DS1 multiplexing is performed.
- An IDSR central office node and a customer designated premises, IEF arrangement, Expanded Interconnection multiplexing node, virtual collocation arrangement, access tandem, end office or Telephone Company wire center where STS1 to DS1 multiplexing is performed.
- Collocated equipment used for interconnection with the Telephone Company or for access to the Telephone Company's unbundled network elements pursuant to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following for Dedicated Transit Service.
- Customer designated premises, Expanded Interconnection multiplexing node, Expanded Interconnection virtual collocation arrangement, IEF arrangement or IDSR central office port/extension and an IBT multiplexing node.

ISSP is provisioned over the Telephone Company's shared SONET network and provides customers with 51.84 Mbps which is the electrical equivalent of the Optical Carrier 1 (OC1) or DS3 with additional megabits devoted to SONET overhead information. An STS1 can carry up to 28 DS1s when specifically formatted (mapped). Synchronous mapping of DS1s as VT1.5 occurs inside the SONET network and is provided with the ISSP optional feature STS1 to DS1 multiplexing at the rates and charges set forth in Section 31.26.6 following.

(D)

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

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(B) Optional Features and Functions

DS1s multiplexing up to DS3 occurs outside the SONET network and requires DS3 to DS1 multiplexing at Telephone Company wire centers capable of performing such functions as described in Sections 6 preceding for Switched Access. DS1s mapped at VT1.5s up to a STS1 service can be multiplexed with the optional feature of STS1/DS1 multiplexing at designated wire centers. (D)

(C) Terms and Conditions

(1) ISSP is available on a month-to-month basis or for a term period of 3 or 5 years. The rates and charges for ISSP include channel terminations, channel mileage and the optional feature of STS1 to DS1 Multiplexing, when applicable. The channel termination rate element is divided into three categories as being a Standard Channel Termination, an Office Channel Termination or a Virtual Office Channel Termination. The manner in which the channel termination rate element is applied is in accordance with the regulations set forth in Sections 6.1.3 preceding for the Switched Access Service Entrance Facility channel termination. The channel mileage rate element consists of a Fixed rate and a rate Per Mile. The manner in which the Channel Mileage rate element is measured and rates are applied is in accordance with the regulations set forth in Sections 6.7.11 preceding for Switched Access. (D)
(D)
(D)

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(C) Terms and Conditions (Cont'd)

(1) (Cont'd)

At the expiration of a 3 or 5 year term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month-to-month.

- (2) The rates and charges for any other Switched Access, Special Access or SONET service connected to ISSP are subject to the rates and charges for the specific service being provided.

The minimum service period for ISSP is twelve months.

- (3) Customers who order an ISSP must specify how the signal is to be mapped, i.e., VT1.5 or DS3 mapped (see definitions for Virtual Tributary and SONET in Section 2.6 preceding).

- (4) ISSP channel terminations, channel mileage and optional features are subject to the guarantees set forth in Section 2.8.1.1(B)(12) preceding for service interruptions.

- (5) ISSP to an Expanded Interconnection multiplexing node or virtual collocation arrangement may be provided with an Enhanced Ordering Option (EOO) as specified in Section 5.2 preceding at the rates and charges set forth in Section 31.26.6 following.

(D)

- (6) ISSP Office Channel Terminations and Virtual Office Channel Terminations also provide STS1 cross-connection of Dedicated Transit Service to collocation arrangements subject to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following.

ACCESS SERVICE

27. Interconnection Between Collocated Spaces (Cont'd)

27.1 Dedicated Transit Service (DTS) (Cont'd)

27.1.3 Application of Rates and Charges

(A) Nonrecurring charges apply for the installation of DTS between collocated arrangements as follows:

- (1) A Service Order Charge applies which includes the costs for order placement and issuance provided by the Telephone Company.
- (2) A Circuit Provisioning Charge applies which includes the costs for circuit engineering, circuit wiring and turn-up, etc. Provisioning charges apply per DS1 or DS3/STS1 or for the provision of dark fiber.

The Service Order Charge and the Circuit Provisioning Charge apply in lieu of the applicable nonrecurring charge for the type of cross-connect involved (i.e., Office Channel Termination Cross-Connect or Virtual Office Channel Termination). (See Note below.)

(B) Monthly rates apply as a transmission-specific recurring rate to each collocated arrangement included in the DTS arrangement.

The monthly rate for DS1 or DS3/STS1 DTS is the applicable Office Channel Termination or Virtual Office Channel Termination monthly rates for the type and speed of service involved. The monthly rates for DS1 and DS3 channel terminations are set forth in Section 31.7.9 following and in Section 31.26.6 following for STS1 channel terminations.

For dark fiber DTS, a Dark Fiber DTS Connecting Channel Termination monthly rate will apply for each fiber connection to a collocation arrangement.

(D)

(C) When DTS is provided using lit fiber or other technically feasible cross-connection arrangement for which general tariff rates and charges do not already exist, the rates and charges for DTS will be developed on an Individual Case Basis and filed in Section 31.27 following.

Note: See Section 28 for further information.

ACCESS SERVICE

28. Expanded Interconnection (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk bsa - Options 1, 2, 3 and 4 provided with a DS1 or DS3 Entrance Facility

(D)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node or virtual collocation arrangement. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

Within forty-five (45) days of receipt of a written request for interconnection of Special Access or Switched Access Services other than those listed above, the Telephone Company will file to allow interconnection of such service(s) to be effective upon forty-five (45) days' notice.

In addition, the Telephone Company will provide an Enhanced Ordering Option (E00), as specified in Section 5.2 preceding, which allows a customer other than the collocated customer or a customer under common ownership with that collocated customer to order service to an Expanded Interconnection multiplexing node or virtual collocation arrangement as agent for the collocated customer.

Customer's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other customer's or tenant's facilities and must comply with the Technical Specifications specified in Section 28.1.5 following.

The customer must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in the Certification Process for Central Office Detail Engineering and Installation/Removal Services (NIP-74166, Issue No. 1).

The Telephone Company may provide shared conduit with dedicated inner duct.

(D)

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28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node

- (A) [Reserved for Future Use].
- (B) The customer will pay a maintenance of service charge, as specified in Section 13.3.1 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the customer's side of the point of termination, e.g., in the connection cabling or associated cross connection.
- (C) If at any time the Telephone Company determines that any customer facilities or equipment or the installation of the customer's facilities or equipment does not meet the requirements outlined in this tariff, the customer will be responsible for the costs associated with the removal of such facilities or equipment or modifications of the facilities or equipment or installation thereof to render it compliant. If the customer fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the customer, the Telephone Company may have the facilities or equipment removed or the condition corrected at the customer's expense.
- (D) If the Telephone Company reasonably determines that any customer activities, equipment or facilities are unsafe, do not meet the specifications described in 28.1.7 following or are in violation of any applicable fire, environmental or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the customer fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the customer. In performing any such work and/or action, the Telephone Company will take reasonable steps to minimize disruption to the customer's services and perform its work in a manner similar to comparable work performed by the Telephone Company on its own facilities, equipment or services. The cost of this work and/or actions will be subject to the charges set forth in Section 31.13.2 following
- (E) Where the customer intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the customer must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld.

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28 Expanded Interconnection# (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.1 Provision of Service - Multiplexing Node (Cont'd)

- (F) The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.
- (G) [Reserved for Future Use].
- (H) The customer may convert a physical Expanded Interconnection multiplexing node to a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, and subject to (1) through (5) following.
 - (1) The multiplexing node must have been in service on February 17, 2004 or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.
 - (2) No later than March 18, 2004, the customer must notify the Telephone Company of its intent to convert its physical Expanded Interconnection multiplexing node by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the multiplexing node, the total square footage of the multiplexing node, and the tariff or Interconnection Agreement to which it is being converted. Customers in the states of Maine, New Hampshire, and Vermont must also specify if any adjustment due under (4) following should be applied as a one-time credit or as an annual credit of nine (9) installments.
 - (3) The Telephone Company will convert rates and charges for the physical Expanded Interconnection multiplexing node as set forth in Section 31.28 of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22,2003 and subject to (5) following. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the customer provided notification to the Telephone Company pursuant to (2) preceding.

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28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

(H) (Cont'd)

- (4) In the states of Maine, New Hampshire, and Vermont, eligible customers will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the multiplexing node assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the multiplexing node is converted. The customer has the option to have the adjustment applied as a one-time credit or as an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts and annual credit amounts are set forth in 31.28.1(E)(1) and (E)(2) following, respectively.
- (5) The following activities related to the conversion of a multiplexing node pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a timeframe that is reasonable to complete such activities.
 - (a) Convert the customer's service records and associated monthly billing to physical collocation in accordance with the applicable state rates, terms, and conditions; and
 - (b) Convert the associated cross-connects (or Office Channel Terminations, as applicable) to cross-connect services subject to state rates, terms, and conditions; and
 - (c) Apply either the one-time credit or first installment of the nine (9) year annual credit as requested by the customer pursuant to (H)(2) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 31.28.1(E)(1) and (E)(2) following. The amounts shown for the annual credit include interest at 5.45%.

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28 Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

(H) (Cont'd)

(5) (Cont'd)

For customers who choose to convert their existing collocation arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amounts paid by the customers in the past under this tariff for space preparation in the accounts in which those payments were made. If, as a result of such credit, there is a net balance payable from the Telephone Company to the customer, taking into account all accounts of the customer and all liabilities of the customer to the Telephone Company, the customer will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted Expanded Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Expanded Interconnection under this tariff.

Payment of the annual incentive will continue to the original customer if the multiplexing node is disconnected or the multiplexing node is assigned to a new billing party under the terms specified in 28.9.16 following.

In all cases, the annual adjustment shall cease after nine (9) years.

(I) For customers who do not convert an existing physical collocation arrangement under (H) preceding to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cable racking and entrance cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. Charges for cable space, other space, and cross-connects under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

(D)

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28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.1 Provision of Service (Cont'd)

(B) The Telephone Company will provide interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7 preceding and SONET (D)

- High Capacity Service
- 1.544 Mbps
- 44.736 Mbps (Electrical)
- FairPoint Enterprise DS1 Service
- FairPoint Enterprise DS3 Service
- IntelliBeam Shared Single Path (ISSP)
- IntelliBeam Broadband Transport (OC-3, OC-3c, OC-12, OC-12c, OC48 or OC48c)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. Preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk BSA - Option 1, 2,3 and 4 provided with a DS1 or DS3 Entrance Facility
-
- IntelliBeam Shared Single Path (ISSP)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

See Page No. 28-51 for further information.