ACCESS SERVICE

This tariff cancels
THE BELL ATLANTIC TELEPHONE COMPANIES
Tariff F.C.C. No. 1
in its entirety.

Regulations, Rates and Charges
applying to the provision of Access Services
within a Local Access and Transport Area (LATA)
for connection to interstate
communications and for interstate intraLATA facilities for customers
within the operating territory of

THE VERIZON TELEPHONE COMPANIES

in the states of

	Company Code	
Pennsylvania	5000	
Delaware	5010	
Maryland	5030	
Virginia	5040	
New Jersey	5120	(D)

in the District of Columbia

Washington	5020	

and for services in the interstate corridors
between specific Pennsylvania and New Jersey points
and New Jersey and New York points
as provided herein

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

(X) The title and address of the issuing officer applies to this tariff in its entirety.

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

ACCESS SERVICE

ISSUING CARRIERS

Verizon Pennsylvania LLC (D)
(D)

For the State of:
Pennsylvania

Verizon Washington, D.C. Inc. (D)
(D)

For the:
District of Columbia

Verizon Maryland LLC (D)
(D)

For the State of:
Maryland

Verizon Virginia LLC (D)
(D)

For the State of:
Virginia

Verizon Delaware LLC (D)
(D)

For the State of:
Delaware

Verizon New Jersey Inc. (D)
(D)

For the State of:
New Jersey

The original effective date for The Verizon Telephone Companies Tariff F.C.C. No. 1 is April 28, 2001.

Associate General Counsel, Federal Regulatory (T)
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE CHECK SHEET

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

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1	646th*	30	2nd	2-15.2	4th
1.1	32nd	31	8th	2-16	5th
1.2	16th	32	4th	2-16.1	5th
2	216th*	33	7th	2-17	5th
3	24th	34	6th	2-18	4th
4	29th	35	12th	2-19	5th
5	67th	36	5th	2-20	5th
6	70th	37	15th	2-21	5th
7	91st	37.1	32nd	2-22	4th
8	61st	37.1.1	26th	2-22.1	4th
8.1	41st	37.1.2	6th	2-23	3rd
9	101st	37.2	8th	2-23.1	1st
9.1	38th	37.3	2nd	2-23.2	1st
9.2	7th	38	3rd	2-24	1st
10	49th	39	9th	2-25	2nd
11	36th	40	14th	2-26	6th
11.1	2nd	41	12th	2-26.1	2nd
12	13th	42	8th	2-26.2	2nd
12.1	12th	43	12th	2-26.3	2nd
13	51st	43.1	1st	2-27	4th
13.1	8th	44	5th	2-27.1	3rd
14	59th	45	2nd	2-28	3rd
14.1	21st	45.1	1st	2-29	4th
15	51st	45.2	2nd	2-29.1	1st
16	37th	46	13th	2-30	4th
16.1	38th	46.1	2nd	2-31	4th
16.2	27th	47	6th	2-32	3rd
16.2.1	12th	47.1	3rd	2-33	1st
16.2.2	6th	47.2	2nd	2-34	3rd
16.2.3	10th			2-34.1	1st
16.2.4	8th	1-1	7th	2-35	1st
16.2.5	7th	1-2	Original	2-36	1st
16.3	25th			2-37	4th
16.4	37th	2-1	1st	2-38	2nd
16.5	6th	2-2	Original	2-39	3rd
17	1st	2-3	1st	2-40	1st
18	9th	2-4	Original	2-40.1	3rd
19	4th	2-5	1st	2-40.2	5th
19.1	2nd	2-6	Original	2-41	1st
20	3rd	2-7	4th	2-42	1st
21	6th	2-8	3rd	2-43	1st
22	11th	2-9	5th	2-44	1st
22.1	3rd	2-9.1	Original	2-45	2nd
23	1st	2-10	3rd	2-46	4th
24	1st	2-11	3rd	2-47	2nd
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2-54	3rd	2-83.1	2nd	2-83.44	2nd
2-55	2nd	2-83.2	5th*	2-83.45	2nd
2-55.1	5th	2-83.3	3rd	2-83.46	2nd
2-55.1.1	1st	2-83.4	3rd	2-83.47	2nd
2-55.2	5th	2-83.5	4th	2-83.48	2nd
2-55.3	2nd	2-83.6	9th*	2-83.49	2nd
2-55.4	5th	2-83.7	3rd*	2-83.50	2nd
2-55.5	5th	2-83.8	1st		
2-55.6	5th	2-83.9	2nd*		
2-55.7	6th	2-83.10	1st		
2-55.8	5th	2-83.11	1st		
2-55.9	7th	2-83.12	Original		
2-56	2nd	2-83.13	3rd		
2-57	3rd	2-83.14	6th		
2-58	Original	2-83.15	1st		
2-59	Original	2-83.16	1st		
2-60	Original	2-83.17	1st		
2-61	1st	2-83.18	4th		
2-62	2nd	2-83.19	4th		
2-63	1st	2-83.20	4th		
2-64	1st	2-83.21	4th		
2-65	5th	2-83.22	4th		
2-66	2nd	2-83.23	4th		
2-67	Original	2-83.24	4th		
2-68	1st	2-83.25	4th		
2-69	2nd	2-83.26	4th		
2-70	2nd	2-83.27	4th		
2-71	1st	2-83.28	4th		
2-72	3rd	2-83.29	2nd		
2-72.1	6th	2-83.30	2nd		
2-73	2nd	2-83.31	2nd		
2-73.1	Original	2-83.32	2nd		
2-74	2nd	2-83.33	2nd		
2-75	11th	2-83.34	2nd		
2-75.1	Original	2-83.35	2nd		
2-76	Original	2-83.36	2nd		
2-77	3rd	2-83.37	2nd		
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2-90	4th*	2-123	1st		
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2-94	4th*	2-127	1st		
2-95	4th*	2-128	1st		
2-96	4th*	2-129	Original		
2-97	6th*	2-130	1st		
2-98	5th*	2-131	1st		
2-99	5th*	2-132	2nd		
2-100	5th*	2-133	1st		
2-101	5th*	2-134	Original		
2-102	5th*	2-135	Original		
2-103	5th*	2-136	1st		
2-104	5th*	2-137	1st		
2-105	5th*	2-138	Original		
2-106	5th*	2-139	Original		
2-107	3rd*				
2-108	2nd*				
2-109	3rd*				
2-110	2nd*				
2-111	2nd*				
2-112	2nd*				
2-113	2nd*				
2-114	2nd*				
2-115	2nd*				
2-116	2nd*				
2-116.1	4th*				
2-116.2	4th*				
2-116.3	4th*				
2-116.4	4th*				
2-116.5	4th*				
2-116.6	4th*				
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3-3	Original	4-19	7th	5-8	5th
3-4	1st	4-20	16th	5-9	1st
3-5	Original	4-20.1	3rd	5-10	Original
3-6	Original	4-21	8th	5-11	1st
3-7	Original	4-22	7th	5-12	4th
3-8	1st	4-23	16th	5-12.1	4th
3-9	Original	4-23.1	3rd	5-13	1st
3-10	Original	4-24	8th	5-14	Original
3-11	Original	4-25	7th	5-15	1st
3-12	1st	4-26	16th	5-16	1st
3-13	Original	4-26.1	3rd	5-17	2nd
3-14	1st	4-27	8th	5-18	3rd
3-15	1st	4-28	7th	5-18.1	Original
3-16	1st	4-29	16th	5-18.2	Original
3-17	1st	4-29.1	3rd	5-19	3rd
3-18	1st	4-30	8th	5-20	2nd
3-19	1st	4-31	7th	5-21	2nd
3-20	1st	4-32	16th	5-22	Original
3-21	1st	4-32.1	3rd	5-23	4th
		4-33	1st	5-24	1st
4-1	2nd	4-33.1	1st	5-25	Original
4-2	3rd	4-34	Original	5-26	Original
4-3	3rd	4-35	1st	5-27	4th
4-4	1st	4-36	1st	5-28	5th
4-5	1st	4-37	2nd	5-28.1	Original
4-6	1st	4-38	1st	5-29	4th
4-7	3rd	4-39	Original	5-30	14th
4-8	2nd	4-40	1st	5-30.1	9th
4-9	2nd	4-40.1	Original	5-30.1.1	1st
4-10	7th	4-41	Original	5-30.1.2	4th
4-11	8th	4-42	Original	5-30.2	3rd
4-12	46th	4-43	3rd	5-30.3	1st
4-13	46th	4-44	Original	5-31	3rd
4-14	16th			5-32	6th
4-14.1	87th*	5-1	1st	5-32.1	1st
4-15	94th*	5-2	Original	5-33	5th
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6-4	3rd	6-49	2nd	6-94	1st`
6-5	3rd	6-49.1	1st	6-95	1st
6-6	1st	6-50	3rd	6-96	1st
6-7	1st	6-51	2nd	6-97	1st
6-8	Original	6-52	2nd	6-98	1st
6-9	Original	6-53	2nd	6-99	Original
6-10	1st	6-54	2nd	6-100	Original
6-11	1st	6-55	2nd	6-101	Original
6-12	1st	6-56	2nd	6-102	Original
6-13	Original	6-57	Original	6-103	1st
6-14	2nd	6-58	1st	6-104	1st
6-15	1st	6-59	Original	6-105	2nd
6-16	1st	6-60	Original	6-106	Original
6-17	Original	6-61	Original	6-107	Original
6-18	Original	6-62	1st	6-108	Original
6-19	Original	6-63	1st	6-109	Original
6-20	Original	6-64	1st	6-110	Original
6-21	1st	6-65	1st*	6-111	1st
6-22	1st	6-66	1st*	6-112	Original
6-23	1st	6-67	1st*	6-113	Original
6-24	Original	6-68	1st	6-114	Original
6-25	Original	6-69	1st	6-115	Original
6-26	1st	6-70	Original	6-116	1st
6-27	1st	6-71	1st	6-117	Original
6-28	Original	6-72	2nd	6-118	Original
6-29	1st	6-73	Original	6-119	2nd
6-30	3rd	6-74	Original		
6-31	3rd	6-75	1st		
6-32	1st	6-76	8th		
6-33	2nd	6-77	Original		
6-33.1	1st	6-78	2nd		
6-34	Original	6-79	3rd		
6-35	Original	6-80	Original		
6-36	1st	6-81	3rd		
6-37	1st	6-81.1	1st		
6-38	1st	6-82	2nd		
6-39	1st	6-83	3rd		
6-40	Original	6-84	2nd		
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6-42	Original	6-86	2nd		
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Associate General Counsel, Federal Regulatory (T)
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6-122	Original	6-161	1st	6-197	Original
6-123	Original	6-162	Original	6-198	1st
6-124	Original	6-163	Original	6-199	1st
6-125	1st	6-164	3rd	6-200	2nd
6-126	1st	6-165	1st	6-201	Original
6-127	1st	6-166	Original	6-202	Original
6-128	1st	6-167	2nd	6-203	Original
6-129	1st	6-168	1st	6-204	3rd
6-130	1st	6-169	2nd	6-204.1	6th
6-131	1st	6-170	Original	6-205	3rd
6-132	1st	6-171	Original	6-206	1st
6-133	4th	6-172	Original	6-207	1st
6-134	3rd	6-173	Original	6-208	Original
6-135	3rd	6-174	1st	6-209	1st
6-136	Original	6-175	Original	6-210	1st
6-137	Original	6-176	Original	6-211	1st
6-138	Original	6-177	2nd	6-212	Original
6-138.1	1st	6-178	Original	6-213	1st
6-138.2	Original	6-179	Original	6-214	1st
6-138.3	1st	6-180	1st	6-215	1st
6-138.4	4th	6-181	Original	6-216	1st
6-139	Original	6-182	Original	6-217	1st
6-140	Original	6-183	1st	6-218	Original
6-141	Original	6-184	1st	6-219	Original
6-142	Original	6-184.1	Original	6-220	1st
6-143	Original	6-185	4th*	6-221	1st
6-144	1st	6-186	3rd*	6-222	2nd
6-145	1st	6-187	1st	6-223	Original
6-146	2nd	6-188	Original	6-224	Original
6-147	Original	6-189	Original	6-225	2nd
6-148	1st	6-190	Original		
6-149	1st	6-191	1st		
6-150	Original	6-192	1st		
6-151	Original	6-193	3rd		
6-152	1st	6-194	1st		
6-153	Original				
6-154	Original				
6-155	Original				
6-156	4th				
6-157	3rd				
6-157.1	1st				
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6-229	1st
6-230	1st*
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6-232	1st*
6-233	1st*
6-234	Original
6-235	Original
6-236	Original
6-237	4th
6-237.1	1st
6-238	2nd
6-239	2nd
6-240	3rd
6-241	5th
6-242	3rd
6-243	3rd
6-244	1st
6-245	2nd
6-246	2nd
6-247	3rd
6-248	2nd
6-249	4th
6-250	2nd
6-251	4th
6-252	2nd*
6-253	4th
6-254	1st
6-255	4th
6-256	1st
6-257	6th
6-257.1	4th
6-258	6th
6-258.1	1st
6-259	4th
6-260	2nd
6-261	1st
6-262	6th
6-262.1	2nd
6-262.2	2nd
6-262.3	2nd
6-263	4th
6-263.1	1st
6-263.2	2nd
6-264	2nd
6-265	1st
6-266	2nd
6-267	1st
6-268	2nd
6-269	2nd
6-270	2nd
6-271	2nd
6-272	2nd
6-273	2nd
6-274	3rd
6-275	2nd
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6-278	2nd
6-279	2nd
6-280	3rd
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6-282	2nd
6-283	1st
6-284	1st
6-285	1st
6-286	1st
6-287	1st
6-288	Original
6-289	Original
6-290	2nd
6-290.1	1st
6-291	2nd
6-292	2nd
6-293	3rd
6-294	2nd
6-295	3rd
6-296	5th
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6-299.1	1st
6-300	2nd
6-300.1	3rd
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6-300.3	4th
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6-300.5	3rd
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6-300.7	3rd
6-300.8	4th
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6-300.9.1	2nd
6-300.9.2	2nd
6-300.9.3	3rd
6-300.10	5th
6-300.11	4th
6-300.12	3rd
6-300.13	3rd
6-301	2nd
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6-302	2nd
6-303	5th
6-304	2nd
6-305	3rd
6-306	8th
6-306.1	2nd
6-307	8th
6-308	3rd
6-309	3rd
6-310	3rd
6-311	3rd
6-312	2nd
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6-312.2	1st
6-312.3	2nd
6-312.4	1st
6-312.5	1st
6-312.6	1st
6-312.7	1st
6-312.8	2nd
6-312.9	1st
6-312.10	1st
6-312.11	1st
6-312.12	1st
6-312.13	2nd
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6-317.2	2nd
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6-318	3rd
6-319	3rd
6-320	3rd
6-320.1	2nd
6-320.2	2nd
6-320.3	2nd
6-321	3rd
6-322	1st
6-323	1st
6-324	1st
6-324.1	Original
6-324.2	Original
6-324.3	Original
6-325	1st
6-326	1st
6-327	1st
6-327.1	Original
6-327.2	Original
6-327.3	Original
6-328	3rd
6-329	19th
6-330	23rd
6-330.1	7th
6-331	9th
6-331.1	9th
6-332	Original
6-333	1st
6-334	14th*
6-335	Original
6-336	8th
6-337	Original
6-338	5th
6-339	5th
6-340	5th
6-341	23rd
6-342	23rd
6-343	5th
6-344	5th
6-345	5th
6-346	5th
6-347	4th
6-348	3rd
6-349	3rd
6-350	3rd
6-351	3rd
6-352	3rd
6-353	3rd
6-354	3rd
6-355	3rd
6-356	4th
6-357	5th
6-358	6th
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6-358.2	1st
6-359	2nd
6-360	2nd
6-361	2nd
6-362	1st
6-363	1st
6-363.1	4th
6-363.1.1	3rd
6-363.1.2	3rd
6-363.1.3	2nd
6-363.1.4	2nd
6-363.2	4th
6-363.2.1	2nd
6-363.2.2	2nd
6-363.3	4th
6-363.4	5th
6-364	17th*
6-365	12th*
6-366	Original
6-367	1st
6-368	1st
6-369	1st
6-370	1st
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6-378	Original
6-379	Original
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7-309.3	5th*
7-309.4	3rd*
7-309.5	4th*
7-309.6	3rd*
7-309.7	5th*
7-309.8	3rd*
7-309.9	3rd*
7-309.10	2nd
7-309.10.1	1st
7-310	3rd*
7-311	1st*
8-1	4th*
8-2	1st*
8-3	1st*
8-4	3rd*
8-5	4th*
8-6	5th*
8-7	12th*
8-7.1	5th*
8-8	5th*
8-9	4th*
8-9.1	4th*
8-9.2	2nd*
8-9.3	3rd*
8-10	16th*
8-10.1	6th*
8-11	8th*
8-11.1	6th*
8-12	4th*
8-13	10th*
8-13.1	12th*
8-13.2	8th*
8-13.3	3rd*
8-13.4	2nd*
8-13.5	3rd*
8-14	5th*
8-14.1	4th*
8-14.2	7th*
8-14.2.1	2nd*
8-14.3	5th*
8-14.4	4th*
8-14.5	7th*
8-14.6	2nd*
8-15	5th*
8-15.1	4th*
8-15.2	7th*
8-15.3	2nd*
8-15.4	2nd*
8-16	12th*
8-16.1	12th*
8-16.1.1	2nd*
8-16.2	12th*
8-16.2.1	2nd*
8-16.3	3rd*
8-16.3.1	2nd*
8-16.4	4th*
8-16.5	4th*
8-16.6	6th*
8-16.7	4th*
8-16.8	4th*
8-16.9	4th*
8-16.10	3rd*
8-16.11	3rd*
8-16.12	3rd*
8-16.13	3rd*
8-16.14	3rd*
8-16.15	3rd*
8-16.16	2nd*
8-16.17	3rd*
8-16.18	3rd*
8-16.19	4th*
8-17	2nd*
8-18	11th*
8-19	3rd*
8-19.1	2nd*
8-20	2nd*
8-21	5th*
8-21.1	4th*
8-21.2	3rd*
8-21.3	3rd*

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9-2	Original	10-12	4th	10-45	9th
9-3	1st	10-13	Original	10-46	9th
9-4	1st	10-14	Original	10-47	9th
9-5	1st	10-15	1st	10-48	9th
9-6	Original	10-16	1st	10-49	9th
9-7	Original	10-17	1st	10-50	9th
9-8	1st	10-18	1st	10-51	9th
9-9	1st	10-19	1st	10-52	9th
9-10	Original	10-20	1st	10-52.1	2nd
9-11	Original	10-21	2nd	10-53	2nd*
9-12	Original	10-22	2nd	10-53.1	Original
9-13	Original	10-22.1	1st	10-54	1st
9-14	Original	10-23	Original	10-54.1	1st*
9-15	Original	10-24	Original	10-55	2nd*
9-16	1st	10-25	Original	10-56	2nd*
9-17	1st	10-26	1st	10-57	2nd*
9-18	1st	10-26.1	Original	10-58	1st
9-19	2nd	10-26.2	Original	10-59	1st
9-20	2nd	10-27	1st*	10-60	2nd
9-21	1st	10-28	3rd*	10-61	2nd*
9-22	1st	10-28.1	2nd*	10-62	2nd*
9-23	1st	10-29	4th*	10-63	1st*
9-24	1st	10-29.1	2nd*	10-64	2nd*
9-25	Original	10-30	1st*	10-65	1st*
		10-31	1st*	10-66	2nd*
10-1	1st	10-32	1st*	10-67	2nd*
10-2	Original	10-33	1st*	10-68	1st*
10-3	1st	10-34	1st	10-69	2nd*
10-4	1st	10-35	4th	10-70	1st*
10-5	1st	10-35.1	2nd	10-71	1st*
10-6	Original	10-36	2nd	10-72	Original
10-7	1st	10-36.1	2nd		
10-8	1st	10-37	3rd		
10-9	Original	10-38	4th		
10-10	1st	10-39	2nd		
		10-39.1	2nd		
		10-40	3rd		
		10-41	9th		
		10-42	9th		
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12-2	Original	12-42	1st	12-82	1st
12-3	2nd	12-43	2nd	12-83	1st
12-4	1st	12-43.1	2nd	12-84	Original
12-5	1st	12-44	1st	12-85	Original
12-6	1st	12-45	Original	12-86	Original
12-7	1st	12-46	Original	12-87	2nd
12-8	Original	12-47	Original	12-88	1st
12-9	Original	12-48	Original	12-89	1st
12-10	Original	12-49	1st	12-90	1st
12-11	Original	12-50	1st	12-91	1st
12-12	1st	12-51	1st	12-92	1st
12-13	1st	12-52	Original	12-93	1st
12-14	1st	12-53	1st	12-94	1st
12-15	1st	12-54	1st	12-95	1st
12-16	1st	12-55	1st	12-96	1st
12-17	1st	12-56	1st	12-97	1st
12-18	1st	12-57	Original	12-98	1st
12-19	1st	12-58	1st	12-99	2nd
12-20	Original	12-59	1st	12-100	2nd
12-21	1st	12-60	Original	12-101	2nd
12-22	1st	12-61	1st	12-102	2nd
12-23	1st	12-62	Original	12-103	1st
12-24	1st	12-63	Original	12-104	1st
12-25	1st	12-64	1st	12-105	1st
12-26	1st	12-65	Original	12-106	1st
12-27	Original	12-66	Original	12-107	1st
12-28	1st*	12-67	1st	12-108	1st
12-29	1st	12-68	Original	12-109	1st
12-30	1st	12-69	Original	12-110	1st
12-31	Original	12-70	Original	12-111	1st
12-32	Original	12-71	1st	12-112	1st
12-33	1st	12-72	1st	12-113	1st
12-34	Original	12-73	1st	12-114	1st
12-35	1st	12-74	1st	12-115	1st
12-36	1st	12-75	1st	12-116	1st
12-37	1st	12-76	Original	12-117	1st
12-38	Original	12-77	1st	12-118	1st*
12-39	1st	12-78	1st		
12-40	Original	12-79	1st		
		12-80	1st		

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11-2	Original				
11-3	Original				
11-4	Original				
11-5	Original				
11-6	Original				
11-7	Original				
11-8	Original				
11-9	Original				
11-10	Original				
11-11	Original				
11-12	1st				
11-13	Original				
11-14	1st				
11-15	1st				
11-16	Original				
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13-1	1st*	13-45	1st		
13-2	4th*				
13-3	2nd*				
13-3.1	Original				
13-4	4th*				
13-5	8th*				
13-6	8th*				
13-7	2nd				
13-8	1st				
13-9	1st				
13-10	1st				
13-11	1st				
13-12	1st				
13-13	1st				
13-14	1st				
13-15	1st				
13-16	1st				
13-17	1st				
13-18	1st				
13-19	1st				
13-20	1st				
13-21	1st				
13-22	1st				
13-23	1st				
13-24	1st				
13-25	Original				
13-26	Original				
13-27	1st				
13-28	Original				
13-29	Original				
13-30	Original				
13-31	1st				
13-32	1st				
13-33	Original				
13-34	Original				
13-35	Original				
13-36	Original				
13-37	Original				
13-38	Original				
13-39	Original				
13-40	Original				
13-41	Original				
13-42	Original				
13-43	1st				
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13-47	1st	13-90	Original	14-31	Original
13-48	1st	13-91	Original	14-32	Original
13-49	4th	13-92	Original	14-33	Original
13-50	4th	13-93	1st	14-34	Original
13-51	4th	13-94	1st	14-35	Original
13-52	4th	13-95	Original	14-36	1st
13-53	4th	13-96	1st	14-37	1st
13-54	4th	13-97	1st	14-38	1st
13-55	1st	13-98	Original	14-39	1st
13-56	1st	13-99	Original	14-40	1st
13-57	1st	13-100	Original	14-41	1st
13-58	1st			14-42	1st
13-59	1st			14-43	1st
13-60	1st	14-1	4th	14-44	3rd
13-61	1st	14-2	3rd	14-45	2nd
13-62	1st	14-3	2nd	14-46	9th
13-63	1st	14-4	2nd	14-47	4th
13-64	1st	14-5	3rd	14-47.1	2nd*
13-65	1st	14-6	Original	14-48	1st
13-66	1st	14-7	1st	14-49	1st
13-67	1st	14-8	1st	14-50	1st
13-68	1st	14-9	1st	14-51	1st
13-69	1st	14-10	Original	14-52	1st
13-70	1st	14-11	Original	14-53	2nd
13-71	3rd	14-12	Original	14-54	1st
13-72	2nd	14-13	1st	14-55	2nd
13-73	4th	14-14	Original	14-56	2nd
13-74	4th	14-15	Original	14-57	2nd
13-75	1st	14-16	Original	14-58	2nd
13-76	1st	14-17	Original	14-59	2nd
13-77	1st	14-18	Original	14-60	4th
13-78	2nd	14-19	1st	14-61	4th
13-79	2nd	14-20	1st	14-62	6th
13-80	6th	14-21	2nd	14-63	10th
13-81	Original	14-22	1st	14-64	1st
13-82	2nd	14-23	Original	14-65	1st
13-83	1st	14-24	Original	14-66	1st
13-84	1st	14-25	Original	14-67	Original
13-85	1st	14-26	Original	14-68	1st
13-86	Original	14-27	Original	14-69	Original
13-87	1st	14-28	Original	14-70	Original
13-88	2nd	14-29	Original	14-71	Original

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14-73	Original	15-2	1st		
14-74	Original	15-3	Original		
14-75	Original				
14-76	Original				
14-77	Original				
14-78	Original				
14-79	Original				
14-80	1st*				
14-81	Original				
14-82	Original				
14-83	Original				
14-84	1st*				
14-85	1st*				
14-86	Original				
14-87	Original				
14-88	Original				
14-89	Original				
14-90	Original				
14-91	Original				
14-92	1st				
14-93	Original				
14-94	1st				
14-95	1st				
14-96	1st				
14-97	1st				
14-98	1st				
14-99	1st				
14-100	1st				
14-101	1st				
14-102	1st				
14-103	1st				
14-104	1st				
14-104.1	Original				
14-105	Original				
14-106	Original				
14-107	Original				
14-108	Original				
14-109	Original				
14-110	Original				
14-111	1st				
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16-2	3rd*	16-41.1	7th*	16-73	1st*
16-3	3rd*	16-41.2	3rd*	16-74	1st*
16-4	3rd*	16-42	5th*	16-74.1	2nd*
16-5	3rd*	16-42.1	3rd*	16-75	1st*
16-6	3rd*	16-42.2	3rd*	16-76	1st*
16-7	3rd*	16-43	9th*	16-77	1st*
16-8	3rd*	16-44	6th*	16-78	7th*
16-9	3rd*	16-45	8th*	16-78.1	2nd*
16-10	3rd*	16-45.1	6th*	16-79	6th*
16-11	3rd*	16-46	9th*	16-80	5th*
16-12	3rd*	16-46.1	5th*	16-80.1	3rd*
16-13	3rd*	16-46.2	3rd*	16-80.1.1	2nd*
16-14	3rd*	16-46.3	3rd*	16-81	5th*
16-15	3rd*	16-46.4	3rd*	16-81.1	5th*
16-16	4th*	16-46.5	4th*	16-81.2	5th*
16-17	3rd*	16-46.6	4th*	16-82	6th*
16-18	3rd*	16-46.7	3rd*	16-83	12th*
16-19	3rd*	16-47	8th*	16-84	4th*
16-20	3rd*	16-48	9th*	16-85	5th*
16-21	3rd*	16-48.1	6th*	16-86	3rd*
16-22	3rd*	16-48.2	8th*	16-87	3rd*
16-23	3rd*	16-49	1st	16-88	4th*
16-24	4th*	16-50	1st	16-88.1	4th*
16-25	3rd*	16-51	1st	16-88.2	4th*
16-26	3rd*	16-52	1st	16-88.3	6th*
16-27	3rd*	16-53	1st	16-88.4	5th*
16-28	9th*	16-54	2nd	16-88.5	3rd*
16-29	4th*	16-54.1	1st	16-88.6	3rd*
16-30	3rd*	16-54.2	1st	16-88.7	3rd*
16-31	4th*	16-55	2nd*	16-89	5th*
16-31.1	2nd*	16-56	4th*	16-90	5th*
16-32	3rd*	16-57	2nd*	16-90.1	4th*
16-33	4th*	16-58	3rd*	16-91	6th*
16-33.1	2nd*	16-59	2nd*	16-92	6th*
16-34	3rd*	16-60	2nd*	16-93	6th*
16-35	3rd*	16-61	2nd*	16-93.1	5th*
16-36	3rd*	16-62	2nd*	16-93.2	4th*
16-37	9th*	16-63	2nd*	16-93.3	4th*
16-37.1	4th*	16-64	3rd*	16-93.4	4th*
16-38	13th*	16-65	4th*	16-93.5	4th*
16-38.1	6th*	16-65.1	3rd*	16-94	6th*
16-39	8th*	16-66	5th*	16-95	6th*
16-39.1	7th*	16-67	2nd*	16-96	6th*
16-39.2	6th*	16-68	1st*	16-96.1	6th*
16-40	6th*	16-69	1st*	16-97	6th*
16-40.1	4th*	16-70	1st*	16-98	6th*
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16-101	7th*				
16-102	4th*				
16-103	7th*				
16-103.1	8th*				
16-103.1.1	2nd*				
16-103.2	5th*				
16-103.3	5th*				
16-103.4	5th*				
16-103.5	5th*				
16-104	3rd*				
16-105	4th*				
16-106	3rd*				
16-107	3rd*				
16-108	3rd*				
16-109	3rd*				
16-110	4th*				
16-110.1	3rd*				
16-110.2	3rd*				
16-111	4th*				
16-111.1	3rd*				
16-112	5th*				
16-113	3rd*				
16-113.1	2nd*				
16-114	10th*				
16-114.1	2nd*				
16-115	2nd*				
16-115.1	2nd*				
16-116	8th*				
16-116.1	6th*				
16-116.2	2nd*				
16-116.3	2nd*				
16-117	5th*				
16-118	4th*				
16-119	4th*				
16-120	4th*				
16-121	4th*				
16-122	8th*				
16-122.1	3rd*				
16-123	7th*				
16-124	4th*				
16-125	3rd*				
16-126	4th*				
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16-131	6th*	17-2	1st	19-24	5th
16-132	6th*	17-3	1st	19-25	5th
16-133	6th*	17-4	2nd	19-26	5th
16-134	6th*	17-5	1st	19-27	6th
16-135	6th*	17-6	1st	19-28	6th
16-136	13th*	17-7	1st	19-29	5th
16-136.1	12th*	17-8	1st	19-30	5th
16-136.1.1	10th*	17-9	1st	19-31	5th
16-136.1.2	4th*	17-10	2nd	19-32	5th
16-136.1.3	4th*	17-11	1st	19-33	5th
16-136.1.3.1	3rd*	17-12	1st	19-34	5th
16-136.1.3.2	3rd*			19-35	5th
16-136.1.4	3rd*			19-36	7th
16-136.1.5	3rd*	18-1	1st	19-37	9th
16-136.2	8th*	18-2	Original	19-38	6th
16-136.3	7th*	18-3	Original	19-39	6th
16-136.4	7th*	18-4	Original	19-40	5th
16-136.5	8th*			19-41	5th
16-136.6	7th*			19-42	6th
16-137	11th*	19-1	5th	19-43	6th
16-138	8th*	19-1.1	4th	19-43.1	4th
16-139	12th*	19-2	6th	19-43.2	5th
16-139.1	12th*	19-3	14th	19-43.3	4th
16-139.2	10th*	19-3.1	1st	19-44	5th
16-139.3	6th*	19-4	7th	19-45	7th
16-140	9th*	19-5	5th	19-46	7th
16-140.1	7th*	19-6	5th	19-47	5th
16-141	9th*	19-7	5th	19-48	6th
16-142	9th*	19-8	5th	19-49	6th
16-142.1	6th*	19-9	6th	19-50	6th
16-143	9th*	19-10	5th	19-51	6th
16-143.1	4th*	19-11	5th	19-52	6th
16-143.2	3rd*	19-12	5th	19-53	6th
16-143.3	3rd*	19-13	5th	19-54	6th
16-143.4	4th*	19-14	5th	19-55	6th
16-144	7th*	19-15	5th	19-56	6th
16-145	7th*	19-16	5th	19-56.1	5th
16-146	2nd*	19-17	5th	19-56.2	5th
16-147	2nd*	19-18	5th	19-57	6th
16-148	2nd*	19-19	5th	19-58	6th
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19-64	8th	19-109.1	4th	20-3	2nd
19-65	7th	19-110	5th	20-4	2nd
19-66	7th	19-111	5th	20-5	2nd
19-67	6th	19-112	5th	20-5.1	Original
19-68	6th	19-113	5th	20-6	Original
19-69	6th	19-114	5th	20-7	1st
19-70	6th	19-115	5th	20-8	Original*
19-71	6th	19-116	5th		
19-72	6th	19-117	5th		
19-73	6th	19-118	5th		
19-74	6th	19-119	5th		
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19-105	6th				
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19-106	6th				
19-107	7th				
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21-2	2nd	21-52	1st	21-102	Original
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21-6	5th	21-56	Original	21-106	Original
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21-41	4th	21-92	Original		
21-42	1st	21-93	Original		
21-43	2nd	21-94	Original		
21-44	1st	21-95	Original		
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21-47	Original	21-98	Original		
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21-165	Original	21-215	Original	21-265	1st
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21-186	Original	21-238	1st	21-288	2nd
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21-188	Original	21-240	1st	21-290	3rd*
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21-190	Original	21-242	Original	21-291	1st*

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21-342	Original	21-394	Original	21-446	Original
21-343	Original	21-395	Original	21-447	Original

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21-499	Original				

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22-5	3rd	22-38	4th	23-34	2nd*
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22-8	3rd	22-41	3rd	23-37	2nd*
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(Issued under Transmittal No. 1409)

Issued: July 17, 2020 Effective: August 1, 2020

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21-953	Original	21-1004	Original		

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ACCESS SERVICE

Pursuant to the Federal Communications Commission's Order DA 01-1077, released April 25, 2001, Verizon is hereby suspending the effective date of material pertaining to collocation filed under Bell Atlantic Transmittal Nos. 1373 and 1374 and reissued under Verizon Transmittal No. 23. The suspension is for one day, from April 26, 2001 to April 27, 2001. Transmittal No. 23 was originally filed on April 13, 2001.

Regulations pertaining to provisions concerning inspections and associated penalties for DC Power usage which is in excess of the ordered power load have subsequently been withdrawn on April 24, 2001 Under Transmittal No. 29.

The following tariff pages submitted in Transmittal No. 23 are affected by this Supplement:

Page	Revision Number
19-9	Original
19-36	Original
19-37	Original
19-39	Original
19-42	Original
19-90	Original
19-91	Original
19-92	Original
19-106	Original
19-109	Original

Issued: April 27, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

Page	Revision Number	Page	Revision Number	Page	Revision Number
19-17	Original	19-55	Original	19-90	Original
19-18	Original	19-56	Original	19-91	Original
19-19	Original	19-57	Original	19-92	Original
19-20	Original	19-58	Original	19-93	Original
19-21	Original	19-59	Original	19-94	Original
19-22	Original	19-60	Original	19-95	Original
19-23	Original	19-61	Original	19-96	Original
19-24	Original	19-62	Original	19-97	Original
19-25	Original	19-63	Original	19-98	Original
19-26	Original	19-64	Original	19-99	Original
19-27	Original	19-65	Original	19-100	Original
19-28	Original	19-66	Original	19-101	Original
19-29	Original	19-67	Original	19-102	Original
19-30	Original	19-68	Original	19-103	Original
19-31	Original	19-69	Original	19-104	Original
19-32	Original	19-70	Original	19-105	Original
19-33	Original	19-71	Original	19-106	Original
19-34	Original	19-72	Original	19-107	Original
19-35	Original	19-73	Original	19-108	Original
19-36	Original	19-74	Original	19-109	Original
19-40	Original	19-75	Original	19-110	Original
19-41	Original	19-76	Original	19-111	Original
19-42	Original	19-77	Original	19-112	Original
19-43	Original	19-78	Original	19-113	Original
19-44	Original	19-79	Original	19-114	Original
19-45	Original	19-80	Original	19-115	Original
19-46	Original	19-81	Original	19-116	Original
19-47	Original	19-82	Original	19-117	Original
19-48	Original	19-83	Original	19-118	Original
19-49	Original	19-84	Original	19-119	Original
19-50	Original	19-85	Original	19-120	Original
19-51	Original	19-86	Original		
19-52	Original	19-87	Original		
19-53	Original	19-88	Original		
19-54	Original	19-89	Original		

Cancels Supplement Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12

ACCESS SERVICE

On April 13, 2001, under Transmittal No. 23, the Verizon Telephone Companies (Verizon) reissued its Tariff F.C.C. No. 1 under the name of "The Verizon Telephone Companies" and, at the same time, cancelled it under the name of "The Bell Atlantic Telephone Companies." The supplements that were still in effect under the Bell Atlantic tariff, namely supplement numbers 191, 198, 208, 211, 224, 225, 228, 230, 231, 232, 233, and 235, were reissued under the Verizon tariff. However, in reissuing these supplements, Verizon inadvertently listed the Bell Atlantic tariff pages rather than the Verizon tariff pages where the associated tariff material is now located.

With this supplement, Verizon hereby combines the information included in the reissued Verizon supplements, cancels Verizon supplement numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, and lists the correct tariff pages where the associated tariff material is now located.

The original supplements were issued pursuant to the following Commission Orders. These Order were issued to suspend the effective date of tariff material pertaining to Collocated Interconnection for one day, to place the associated tariff material under investigation, and to establish an accounting order.

DA 96-1232, released August 2, 1996
DA 97-417, released February 25, 1997
DA 97-1787, released August 20, 1997
DA 97-2660, released December 19, 1997
DA 98-2152, released October 27, 1998
DA 98-2617, released December 24, 1998
DA 99-911, released May 14, 1999
DA 99-1498, released July 29, 1999
DA 00-563, released March 13, 2000
DA 00-961, released May 1, 2000
DA 00-1009, released May 8, 2000
DA 01-667, released March 13, 2001

The following tariff pages are impacted by this supplement:

Page	Revision Number	Page	Revision Number	Page	Revision Number
36	Original	8-17	Original	19-4	Original
37	Original	8-18	Original	19-5	Original
46	Original	8-21	Original	19-6	Original
47	Original			19-7	Original
		16-78	Original	19-8	Original
6-337	Original	16-79	Original	19-9	Original
		16-83	Original	19-10	Original
7-72	Original	16-84	Original	19-11	Original
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7-91	Original	19-1	Original	19-14	Original
7-283	Original	19-2	Original	19-15	Original
7-284	Original	19-3	Original	19-16	Original

Issued: May 31, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

Pursuant to DA 01-1417, released June 14, 2001, the Verizon Telephone Companies are suspending the effective date of material filed under Transmittal No. 45 for one day, from June 16, 2001 to June 17, 2001. Transmittal No. 45 was originally filed on June 1, 2001.

The following tariff pages submitted under Transmittal No. 45 are affected by this Supplement:

Page	Revision Number
37	1st
19-95	1st
19-96	1st
19-97	1st
19-98	1st
19-99	1st
19-121	Original
19-122	Original
19-123	Original
19-124	Original
19-125	Original
19-126	Original
19-127	Original
19-128	Original
19-129	Original
19-130	Original
19-131	Original
19-132	Original
19-133	Original
19-134	Original
19-135	Original
19-136	Original
19-137	Original
19-138	Original
19-139	Original

ACCESS SERVICE

Pursuant to DA 01-1579, released July 5, 2001, the Verizon Telephone Companies are suspending the effective date of material filed under Transmittal No. 60 for one day, from July 6, 2001 to July 7, 2001. Transmittal No. 60 was originally filed on June 21, 2001.

The following tariff pages submitted under Transmittal No. 60 are affected by this Supplement:

Page	Revision Number
8-10	2nd
8-11	1st

ACCESS SERVICE

Pursuant to DA 02-xxx of the Federal Communications Commission, released April 24, 2002, the Verizon Telephone Companies are suspending the effective date of material filed under Transmittal No. 175 for one day, from April 24, 2002 to April 25, 2002. Transmittal No. 175 was originally filed on April 9, 2002.

The following tariff pages submitted under Transmittal No. 175 are affected by this Supplement:

Page	Revision Number
36	3rd
43	2nd
46	2nd
19-37	3rd
19-91	3rd
19-92	2nd
19-105	1st
19-107	2nd
19-109	3rd

ACCESS SERVICE

Pursuant to DA 02-934 of the Federal Communications Commission, released April 23, 2002, the Verizon Telephone Companies hereby suspend the effective date of revisions filed under Transmittal No. 175 from April 24, 2002 to April 25, 2002. Transmittal No. 175 was originally filed on April 9, 2002 to introduce Collocated Interconnection Service Business Integrated Timing Supply (BITS).

The following tariff pages are affected by this supplement:

Page	Revision Number
36	3rd
43	2nd
46	2nd
19-37	3rd
19-91	3rd
19-92	2nd
19-105	1st
19-107	2nd
19-109	3rd

(X) Filed under authority of Special Permission No. 02-068 of the Federal Communications Commission.

(Issued under Transmittal No. 193)

Issued: May 7, 2002

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ACCESS SERVICE

Pursuant to DA 02-1885 of the Federal Communications Commission, released August 2, 2002, the Verizon Telephone Companies hereby suspend the effective date of revisions filed under Transmittal No. 224 from August 3, 2002 to August 4, 2002. Transmittal No. 224 was originally filed on July 19, 2002 to enhance IntelliLight Broadband Transport (IBT) Service by allowing IBT to connect the collocated space of the same or of two different collocated customers located in different wire centers

The following tariff pages are affected by this supplement:

Page	Revision Number
8-7	2nd

(Issued under Transmittal No. 230)

Issued: August 5, 2002

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On August 6, 2002, the Verizon Telephone Companies (Verizon) issued Supplement No. 21 under Transmittal No. 231 to defer the effective date of Transmittal No. 226 from to August 23, 2002.

Subsequently, on August 26, 2002, Verizon issued Supplement No. 23 under Transmittal No. 237 to suspend the effective date of Transmittal No. 226 from August 23, 2002 to January 23, 2003, pursuant to DA 02-2055 of the Federal Communications Commission, released August 22, 2002.

On January 17, 2003, under authority of Special Permission No. 03-007 of the Federal Communications Commission, Verizon is withdrawing Transmittal No. 226 without it becoming effective and reinstating material currently in effect.

Transmittal No. 226, which proposed modifications to the general regulations governing payment of charges and customer deposits, was originally issued on July 25, 2002.

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ACCESS SERVICE

Pursuant to Special Permission No. 03-074 of the Federal Communications Commission, the Verizon Telephone Companies are deferring the effective date of material filed under Transmittal No. 333 from July 16, 2003 to July 23, 2003. Transmittal No. 333 was originally filed on July 1, 2003.

The following tariff pages submitted under Transmittal No. 333 are affected by this Supplement:

Page	Revision Number
35	3rd
16-116	2nd
16-116.1	Original
16-123	3rd
16-130	2nd
16-131	2nd
16-132	2nd
16-133	2nd
16-134	2nd
16-135	2nd

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ACCESS SERVICE

Pursuant to the Federal Communications Commission's Order on Reconsideration, DA 12-1231, adopted and released August 1, 2012, the investigation and accounting order imposed in WCB Pricing No. 12-09 is terminated. Therefore, as of August 1, 2012, Supplement No. 30 is no longer effective.

The following tariff pages, filed under Transmittal No. 1191, are affected by this Supplement:

Page	Revision Number
4-17.1	4th
4-18	9th

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

All Exchange Telephone Companies that have Access Tariffs on file under Part 69 of the Federal Communications Rules and Regulations with which THE VERIZON TELEPHONE COMPANIES jointly provide Switched and Special Access Service.

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

IntelliLight®
IntelliMux®

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EXPLANATION OF SYMBOLS

(C)	-	To signify changed regulation
(D)	-	To signify discontinued rate or regulation
(I)	-	To signify increase
(M)	-	To signify matter relocated without change
(N)	-	To signify new rate or regulation
(R)	-	To signify reduction
(S)	-	To signify reissued matter
(T)	-	To signify a change in text but no change in rate or regulation
(Z)	-	To signify a correction

EXPLANATION OF ABBREVIATIONS

ac	-	Alternating current
ACNA	-	Access Customer Name Abbreviation
AML	-	Actual Measured Loss
ANI	-	Automatic Number Identification
ANSI	-	American National Standard Institute
ARC	-	Access Recovery Charge
AT&T-C	-	AT&T Communications (D)
BAN	-	Billing Account Number
BD	-	Business Day
BHMC	-	Busy Hour Minutes of Capacity
BSA	-	Basic Serving Arrangement
BSE	-	Basic Service Element
BVS	-	Billing Validation Service
CAROT	-	Centralized Automatic Reporting on Trunks
CCS	-	Common Channel Signaling
CCSAS	-	Common Channel Signaling Access Service
CFA	-	Connecting Facility Assignment
CEC	-	Cellular Exchange Carrier
CI	-	Channel Interface
CLO	-	Control Link Oscillator
CN	-	Charge Number
CO	-	Central Office
COCTS	-	Central Office Centrex
Cont'd	-	Continued
CPE	-	Customer Provided Equipment
CSM		Customer Service Management Optional Feature
CPN	-	Calling Party Number
CSP	-	Carrier Selection Parameter
Cts	-	Centrex
DA	-	Directory Assistance
dB	-	decibel
dBrnC	-	Decibel Reference Noise C-Message Weighting
dBrnCO	-	Decibel Reference Noise C-Message Weighted 0
dBv	-	Decibel(s) Relative to 1 volt (Reference)
dBv1	-	Decibel(s) Relating to 1 volt (Reference)
dc	-	direct current
DID	-	Direct Inward Dialing
DNAL	-	Dedicated Network Access Link
DSR	-	Verizon Dedicated SONET Ring (D)

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EXPLANATION OF ABBREVIATIONS

EDD	-	Envelope Delay Distortion	
ELEPL	-	Equal Level Echo Path Loss	
EML	-	Expected Measured Loss	
EPL	-	Echo Path Loss	
ERL	-	Echo Return Loss	(D)
ESS	-	Electronic Switching System	
ESSX	-	Electronic Switching System Exchange	
f	-	frequency	
F.C.C.	-	Federal Communications Commission	
			(D)
FID	-	Field Identifier	
FX	-	Foreign Exchange	
			(D)
HC	-	High Capacity	
Hz	-	Hertz	
IC	-	Interstate Customer	
ICB	-	Individual Case Basis	
ICL	-	Inserted Connection Loss	
IOF	-	Inter-Office Facility	
IP	-	Interconnection Point	
kbps	-	kilobits per second	
kHz	-	kilohertz	
LAN	-	Local Area Network	
LATA	-	Local Access and Transport Area	
LCC	-	Line Cost Charge	
LIDB	-	Line Information Data Base	
Ma	-	milliamperes	
Mbps	-	Megabits per second	
MHz	-	Megahertz	
MMUC	-	Minimum Monthly Usage Charge	
MRC	-	Monthly Recurring Charge	
MRCCs	-	Maritime Radio Common Carriers	
MSA	-	Metropolitan Statistical Area	
MTS	-	Message Telecommunications Service(s)	
MTSO	-	Mobile Telephone Switching Office	
NDP	-	National Discount Plan	
N-MSA	-	Non-qualifying MSA	
NPA	-	Numbering Plan Area	
NRC	-	Nonrecurring Charge	
NTS	-	Non-Traffic Sensitive	
NXX	-	Three Digit Central Office Code	
OBSC	-	Out of Band Signaling Connection	
OTPL	-	Zero Transmission Level Point	

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EXPLANATION OF ABBREVIATIONS

PBX	-	Private Branch Exchange
PCM	-	Pulse Code Modulation
PI	-	Priority Installation
PLR	-	Private Line Ringdown
POT	-	Point of Termination
PR	-	Priority Restoration
RCCs	-	Radio Common Carriers
rms	-	root-mean-square
RPON	-	Related Purchase Order Number
RSM	-	Remote Switching Modules
RSS	-	Remote Switching Systems
SLA	-	Service Level Agreement
SLC	-	Subscriber Line Charge
SPOI	-	Signaling Point of Interface
SRL	-	Singing Return Loss
SS7	-	Signaling System 7
SSN	-	Switched Service Network
STP	-	Signal Transfer Point
SWC	-	Serving Wire Center
S56	-	Switched 56 Kilobit Service
TAS	-	Tandem Access Sectorization
TASA	-	Tandem Access Sectorization Area
TES	-	Telephone Exchange Service(s)
TL1	-	Transaction Language 1
TLP	-	Transmission Level Point
TSPS	-	Traffic Service Position System
TSP	-	Telecommunications Service Priority
UPS	-	Uninterrupted Power Supply
USOC	-	Uniform Service Order Code
VG	-	Voice Grade
V & H	-	Vertical & Horizontal
WATS	-	Wide Area Telecommunications Service(s)
WCN	-	With Calling Name
WOCN	-	Without Calling Name

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariff is referenced in this tariff and may be obtained from the National Exchange Carrier Association on the Internet at neca.org.

National Exchange Carrier Association, Inc.
Tariff F.C.C. No. 4

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REFERENCE TO OTHER PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Telcordia Technologies, One Telcordia Drive, RRC 1B-180, Piscataway, NJ 08854-4156, (866)672-6997 or on the Internet at www.telcordia.com.

Technical Reference:

FR-64-CORE, Issue 3	Issued: April 2008	(D)
GR-54-CORE, Issue 1	Issued: December 1995	
GR-63-CORE, Issue 5	Issued: December 2017	
GR-253-CORE, Issue 4	Issued: December 2005	
GR-334-CORE, Issue 1	Issued: July 1994	
GR-342-CORE, Issue 1	Issued: December 1995	
GR-394-CORE, Issue 8	Issued: November 2007	
GR-436-CORE, Issue 1	Issued: June 1994	
GR-499-CORE, Issue 4	Issued: November 2009	
GR-905-CORE, Issue 11	Issued: December 2008	
GR-954-CORE, Issue 4	Issued: August 2005	(D)
GR-1083-CORE, Issue 5	Issued: September 2004	(D)
GR-1244-CORE, Issue 3	Issued: May 2005	(D)

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

Technical Reference: (Cont'd)

GR-1374-CORE, Issue 1	Issued: December 1994	(D)
PUB 62310	Issued: September 1983	(D)
SR-TAP-000191, Issue 2	Issued: December 1998	(D)
TR-NPL-000157, Issue 2	Issued: April 1986	
TR-NWT-000335, Issue 3	Issued: May 1993	
TR-NWT-000341, Issue 2	Issued: February 1993	(D)

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

Technical Reference: (Cont'd)

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The following technical publications are referenced in this tariff and may be obtained from Telcordia Routing Administration, 8 Corporate Place PYA 3N-141, Piscataway, NJ 08854-4156, 1(866) 672-4156.

Technical Reference:

The Local Exchange Routing Guide (LERG), Issued: August 1, 2009, and as issued from time to time

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

The following publications are referenced in this tariff and may be obtained from the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capitol St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCS) H 3-1-2
Issued: December 2000

Telecommunication Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual, National Communications System (NCS) M 3-1-1
Issued: May 2000

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association on the Internet at neca.org.

PUB AS No. 1, Issue II
Issued: May 1984

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

The following publications are referenced in this tariff and may be obtained from Verizon Carrier Services, 1320 N. Court House Road, Arlington, VA 22201.

Verizon Schedule of Standard Intervals

Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1 Issued: December 1990
Supplement Issued: August 1992

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The following publications are referenced in this tariff and may be obtained from Alliance for Telecommunications Industry Solutions (ATIS), 1200 G Street, NW, Suite 500, Washington, DC 20005 or on the Internet at www.atis.org/obf.

Multiple Exchange Carrier Access Billing Guidelines (MECAB)
ATIS/OBF-MECAB 009, Issue 9 Issued: January 2007

Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)
ATIS-0404120-0007, Issue 7 Issued: April 2009

The following publication, referenced in this tariff, may be obtained from National Fire Protection Association, 1 Battery March Park, Quincy, MA 02169-7471, or in electronic format on the Internet at www.nfpa.org.

National Electrical Code, NFPA 70 2008 Edition, Issued: August 2008

The following publication is referenced in this tariff and may be obtained from the United States Department of Labor, Publication Distribution, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or on the Internet at www.osha.gov.

Occupational Safety and Health Act, Issued: December 1970 and as amended through January 2004

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

The following publications are referenced in this tariff and may be obtained from Collocated Interconnection Major Project Team Coordinator:

- 540 Broad Street, Newark, NJ 07101;
- One Parkway, Philadelphia, PA 19102;
- 911 Tatnall Street, Wilmington, DE 19801;
- One East Pratt St., Baltimore, MD 21202;
- 1710 H St., NW, Washington D.C. 20006;
- 600 East Main Street, Richmond, VA 23219;
- 1500 MacCorkle Ave., S.E., Charleston, WV 25314; or
- from Verizon Wholesale Markets Group, 2980 Fairview Park Dr, 10th Floor, Falls Church, VA 22042.

Verizon Information Pub. IP 72201, Issue 1A	Issued: November 2003	
Verizon Information Pub. IP 72013, Issue 6	Issued: April 2008	(T)
Cable Splicing Handbook	Issued: December 1991	
Cable Placing Handbook	Issued: December 1991	
Cable Maintenance Handbook	Issued: December 1991	
General Information Tools & Safety Manual	Issued: December 1992	
Building Owners and Managers Association International Standards (BOMA)	Issued: December 1992	

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REFERENCE TO OTHER PUBLICATIONS (Cont'd)

The following publications are referenced in this tariff and may be obtained from the American National Standards Institute (ANSI), 25 West 43rd Street, 4th Floor, New York, New York 10036, or on the Internet at www.ansi.org.

ANSI T1.101	Issued: 1994	(D)
ANSI T1.105.01-2000 (R2005)	Issued: 2005	(D) (D)
ANSI T1.403-1999 (R2007)	Issued: 2007	(D)
ANSI T1.404-2002 (R2006)	Issued: 2006	(D)

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REFERENCE TO TECHNICAL PUBLICATIONS AND INFORMATION PUBLICATIONS (Cont'd)

The following publications are referenced in this tariff and may be obtained from Institute of Electrical and Electronics Engineers, Inc., IEEE Standards Association, 445 Hoes Lane, P.O. Box 1331, Piscataway, NJ 08855-1331, or in electronic format on the Internet at www.ieee.org.

IEEE C95.1-2005 Issued: 2005 (D)

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The following publication, referenced in this tariff, may be obtained from the Verizon Telecommunications, 600 Hidden Ridge, MC-E03L08, Irving, TX 75038.

Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the Verizon FCC Short Term Notice of Network Change dated March 2007 Issued: March 2007

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The Collocation Space Summary, which is referenced in this tariff, may be obtained from the Telephone Company's Internet website at http://www22.verizon.com/wholesale/local/collocation/detail/physical-collocation-space-exhaust-list.html. (C) (C)

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ACCESS SERVICE

1. Application of Tariff

1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, End User Access, Switched Access, Special Access Services that in each case are subject to Section 203 of the Communications Act (the "Act"), and other miscellaneous services, hereinafter referred to collectively as service(s), provided to customers by the following telephone companies of the Verizon Telephone Companies as issuing carriers: Verizon Pennsylvania LLC, Verizon New Jersey Inc., Verizon Delaware LLC, Verizon Washington, D.C. Inc., Verizon Maryland LLC, and Verizon Virginia LLC, hereinafter referred to (individually and collectively, as applicable) as the Telephone Company. (C) (C) (T) (T)

The Special Access Service regulations, rates and charges located in this tariff are for Non-Competitive End User Channel Terminations (and associated optional features and functions).[1] In some instances, this tariff refers to Special Access Services in general terms, including references to competitive Special Access Services such as transport and channel terminations other than Non-Competitive End User Channel Terminations that are provided outside this tariff. Any references to Special Access Services provided outside of this tariff are solely to assist in understanding the manner in which the Telephone Company offers such services in connection with tariffed services and shall not be construed to mean that such services are offered under this tariff or are subject to Section 203 of the Act. (N)

1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

1.3 The operating territory of the Telephone Company is the entire state of Delaware and the locations set forth in Section 14 following for the states of Maryland, New Jersey, Pennsylvania, Virginia, and the District of Columbia. (T)

1.4 References in this tariff to local general services tariffs constitute the referencing of any state jurisdiction tariff approved by a state regulatory commission, or its equivalent (e.g., product guide), for any of the issuing carriers mentioned in 1.1 above. (C) (C)

[1] Special Access Services not subject to Section 203 of the Act, including services detariffed in compliance with FCC Orders 17-43 (released April 28, 2017) and 19-66 (released July 12, 2019), are provided outside this tariff and are governed by agreements, contracts and other documents including the Business Data Services Product Guide and associated terms that are available at verizon.com/productguides or other designated location. (N)

Certain material previously found on this page can now be found on Original Page 1-2.

ACCESS SERVICE

1. Application of Tariff (Cont'd)

1.5 References in this tariff to Interstate Special Construction Tariffs refer to the following tariff as effective in their respective territories: (M)

Tariff F.C.C. NO. 21 for Verizon Washington, D.C. Inc., Verizon Maryland LLC, Verizon Virginia LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, and Verizon Delaware LLC. (M)

Material on this page formerly appeared on 6th Revised Page 1-1.

ACCESS SERVICE

2. General Regulations

For Special Access Services, only Non-Competitive End-User Channel Terminations (and associated optional features and functions) are included in this tariff. General terms and conditions for the other Special Access Service components needed to complete a circuit are available as described in Section 1.1 preceding. (N)

2.1 Undertaking of the Telephone Company

2.1.1 Scope

(A) The Telephone Company does not undertake to transmit messages under this tariff.

(B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.

(C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

(E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

(1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

(2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commissions Rules and Section 10, following.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis. (C)

(D)
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|
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(D)

2.1.3 Liability

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) The Telephone Company shall not be liable for any act or omission concerning the implementation of Presubscription as set forth in 4.2 following unless it is due to the negligence of the Telephone Company.

(D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(E) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

(This page filed under Transmittal No. 1156)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) (Cont'd)

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

(2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(F) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;

(2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

(G) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(H) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(I) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in Section 2.7.1.1 and When a Credit Allowance Does Not Apply as set forth in Section 2.7.4(B) following. (T) | (T)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location of mutual agreement inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 6.8.7 and 7.4.5 following for Switched and Special Access Services, respectively.

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(o), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions (Cont'd)

metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

(A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by the customer on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice, discontinue provision of service and/or refuse additional applications for service, including the provision of Physically or Virtually Collocated Interconnection, and/or refuse to complete any pending orders for service, including the provision of Physically or Virtually Collocated Interconnection, by the noncomplying customer at any time thereafter. (T) (C) (C)

Certain material previously found on this page can now be found on Original Page 2-139.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D)

(D)

(B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. (M) (M) (C) (C) (M) (M) (C)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B) preceding, unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.4.1(B)(3) or with 2.4.1(A) following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in 2.1.8(A) and 2.1.8(B) with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either

(1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or

(2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8(A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. Action will not be taken as specified in 2.1.8(A) or 2.1.8(B) with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) day notice period, as applicable.

(D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) above, does not refuse additional applications for service, or discontinue the provision of the services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service or to discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer without further notice.

(E) Reserved. (C)

Certain material previously found on this page can now be found on Original Page 2-139.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(F) The provisions of 2.1.8(A), (B), and (C) above shall not apply to charges that a customer does not pay based on submission of a good faith dispute pursuant to 2.4.1(B)(3)(c)(1) following. (N)

(G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (T) (M) (M)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance and switch replacements or retirements. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. (T) (C) (D)

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six months' notice, of the effective date and an explanation of the reason(s) for such change(s). (T)

Certain material previously found on this page can now be found on Original Page 2-139.

2. General Regulations (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R., Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowances as set forth in Section 2.7 following are not applicable. (T) (T)

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.3 Commingling (N)

Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to access services purchased under this tariff except to the extent such agreement (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. The rates, terms, and conditions of this tariff will apply to the access services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with access services do not constitute a shared use arrangement as set forth in this tariff, and are therefore not eligible for adjustment of charges under such provisions. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

(x)

(x)

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment Space and Power (Cont'd)

(x)

(x)

2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.8 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.

(B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

(C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using service provided under this tariff.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Certain material formerly appearing on this page now appears on Page No. 2-15.2.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports

For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (A) through (D) apply.

(1) Percent Interstate Usage (PIU)

(a) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use customer reported Percent Interstate Usage (PIU) factors for the jurisdiction of those minutes of use. (T)(x) (M)

The Telephone Company will apply the PIU factor provided by the customer as set forth in (A)(1)(b) only to minutes of use for which the Telephone Company does not have sufficient call detail to determine jurisdiction. The customer-provided PIU factor will be used until the customer provides an updated PIU factor as set forth in (C)(1) following. No prorating or back billing will be done based on the updated report. (M) (C) (C) (M) (M) (T) (M) (M)(x)

(x) Certain material on this page formerly appeared on 3rd Revised Page 2-15.2.

Certain material previously found on this page can now be found on 4th Revised Page 2-17.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(D) (x)

(D) (x)

(b) When the customer initially orders Switched Access Service(s) the customer will state in its order (Access Service Request) a PIU factor. This factor will be used by the Telephone Company as the customer-provided PIU factor until the customer provides an updated PIU factor as required in (C)(1) (T) (x) (M) | (T) | (M) | (M) | (T) | (T) (x)

Certain material previously found on this page can now be found on 3rd Revised Page 2-15.1.

(x) Certain material on this page formerly appeared on 3rd Revised Pages 2-16 and 2-16.1.

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)
(1) Percent Interstate Usage (PIU) (Cont'd)
(b) (Cont'd)

following. The customer has the option to provide the Telephone Company with both an originating and a terminating PIU factor based upon either the Billing Account Number or the state from which the customer may originate and/or terminate traffic. Separate PIU factors will be applied for each service listed below.

- Lineside BSA (Notes 1,2,3)
- Feature Group A (Notes 1,2,3)
- Feature Group A FX/ONAL (Notes 2,3)
- Trunkside BSA-950 Option (Notes 1,2,3) (D)
- Trunkside BSA-101XXXX Option (Notes 2,3) (Z)
- Feature Group B (Notes 2,3) (D)
- Feature Group D (Notes 2,3)
- 500 Access Services (Note 3)
- 700 Access Services (Note 3)
- Toll Free Services (Notes 2,3, 5)
- 900 Access Services (Note 3)
- Directory Assistance Service (Note 4)

Note 1: Services that do not have recording capability will be designated as interstate services.

Note 2: The PIU factors will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, Tandem Switched Transport, Host/Remote Transport, Access Tandem Switching, Shared End Office Trunk Port service and Transport Multiplexing, where applicable.

Note 3: The PIU factor for Switched Access services must be provided by the customer of record for Tandem Switching when used in conjunction with Collocated Interconnection Services, as described in Section 19.

Note 4: The customer shall provide a PIU factor for each Directory access service group ordered.

Note 5: "Toll Free" service includes any access service that utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

When the customer provides PIU factors, the Company will subtract the developed PIU factor from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Lineside BSA, Trunkside BSA-950 Option, Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth above will be used to determine the charges. For all groups, the number of access minutes for a group will be multiplied by the PIU factor to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes. (D)

If a state level PIU factor is provided by the customer, the percentage will be applied to all accounts from which the customer may originate traffic within the state.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)
(1) Percent Interstate Usage (PIU) (Cont'd)

(c) For purposes of developing the projected interstate percentage for Feature Group D (or Trunkside BSA-101XXXX Option), the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state. (D) (Z)

For Feature Group A (or Lineside BSA) and Feature Group B (or Trunkside BSA-950 Option), pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station is situated is an intrastate communication and every call that enters a customer's network at a point in a state other than that where the called station is situated is an interstate communication.

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)

(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports

The Telephone Company will develop a PIU factor to apply to Switched Access Service Entrance Facilities, Direct Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports when sufficient call detail exists. The Telephone Company will apply the PIU factor provided by the customer as set forth in 2.3.10(A)(1)(b) only when the Telephone Company does not have sufficient data to develop a PIU factor. (N)

Customers may provide PIU factors and jurisdictional reports, at Billing Account Number or state level, for Switched Access Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports ordered pursuant to this tariff, reflecting all Switched Access services using these facilities as set forth in (a) and (b) following. (C) (C) (T)

(a) Entrance Facilities and Direct Trunked Transport Facilities

(1) The customer may provide a separate PIU factor that will apply to both the Entrance Facilities and the Direct Trunked portion of the facility account. These PIU factors should account for the originating and terminating traffic of all services using these facilities. (T)

(2) Reserved for future use (C) (D) (D)

(3) If a customer is providing or sharing a facility with other carriers, the PIU for the Entrance Facilities and Direct Trunked Transport portion of the facility account may be developed using multiple PIU factors. In this situation, the calculation to determine the facility PIU factor must be provided with the quarterly jurisdictional report. (T) (T) (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports (Cont'd)

(b) Dedicated End Office and Access Tandem Trunk Ports

In addition to the report requirements set forth in (A)(1) and (A)(2)(a) preceding and (C)(1) following, the customer may provide a PIU factor in a whole number for Dedicated End Office or Access Tandem Trunk Ports, using a single PIU factor per state or Billing Account Number. For the initial establishment of Switched Access Service, the Telephone Company will utilize the customer-provided PIU factor reported on the customer's Access Service Request as the PIU factor for Dedicated End Office and Access Tandem Trunk Ports. These PIU factors will be used in determining the monthly rates to be applied for the Dedicated Trunk Ports as set forth in Section 2.3.11(A) following. (C) (T) (C) (C) (T) (T) (T)

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall retain for a minimum of six months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (A) preceding for Switched Access Service. Such records shall consist of (1) and (2) following, if applicable:

(1) All call detail records such as work papers and/or backup documentation including paper or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and; (D)

(2) If the customer has a mechanized system in place that calculated the PIU factor, then a description of that system and the methodology used to calculate the PIU factor must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(C) Report Updates

Customer-provided PIU factors that are updated as set forth following will be applied only in the event that the Telephone Company does not have sufficient call detail to permit it to determine jurisdiction. (N)

(1) Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Telephone Company has sufficient call detail to permit it to determine jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report. If the customer does not supply the reports for those services where reports are needed, the Telephone Company will assume the customer-provided percentages to be the same as those provided previously. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the customer-provided percentages to be the same as those provided in the order for service as set forth in (A)(1)(b) preceding. (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(D) Mixed Use Special Access Services (N)

A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

(1) When the customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the customer must certify to the Telephone Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:

(a) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and regulations of the appropriate intrastate tariff.

(b) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more that ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and regulations in this tariff.

(2) The customer may, at any time, update the jurisdictional report. The customer shall forward to the Telephone Company a revised report showing any change in jurisdiction. The revised report will serve as the basis for future billing and will be effective on the next business day following the receipt of the revised report. No back billing will be done based on the report.

(3) Existing customers of Special Access Services (lines) as of the implementation date of the Decision and Order in CC Docket Nos. 78-72 and 80-286, adopted June 29, 1989 and released July 20, 1989, i.e., May 15, 1990, are required to certify the jurisdiction of their services (lines). (N)

Certain material formerly appearing on this page currently appears on Page No. 2-18.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(E) Jurisdictional Reports Verification (S)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected PIU factor. The customer shall supply the data within 30 days of the Telephone Company request. (S)

The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. No more than one audit can be conducted or requested by the Telephone Company per year, except in extreme circumstances. This inspection will be conducted, by an independent auditing firm if the Telephone Company and the customer, or the customer alone, is willing to pay the expense. (S)

(x)

(x)

(S) Reissued material originally filed under Transmittal No. 269 and scheduled to become effective December 25, 2002.

(x) Withdrawn under authority of Special Permission No. 02-154 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(F) Special Access Jurisdictional Verification (T)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the certified interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request.

The customer shall keep records of system design and functions from which the percentage was determined, and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

Certain material formerly appearing on this page currently appears on Page No. 2-22.1.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

(x) Filed under authority of Special Permission No. 02-141 of the Federal Communications Commission to reinstate regulations currently in effect.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

Certain material formerly appearing on this page currently appears on Page No. 2-23.

(x) Filed under authority of Special Permission No. 02-141 of the Federal Communications Commission to reinstate regulations currently in effect.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.

(B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured use) times the stated tariff rate. (D)

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding, unless the Telephone Company is billing according to actuals by jurisdiction.

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service

When new mixed interstate and intrastate Special Access Service is provided, the customer will provide with the access order to the company an estimate of whether the interstate traffic will comprise more than 10%, or less than 10% of total traffic. For existing services, the customer is required to certify the jurisdiction of their service.

- If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service (Cont'd)

- If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

(D)

(D)

2.3.13 Voice Over Internet Protocol – Public Switched Telephone Network Traffic

This section applies to Voice over Internet Protocol – Public Switched Telephone Network (VOIP-PSTN) traffic that is exchanged in time division multiplexing format between the Telephone Company and the customer that originates and/or terminates in Internet Protocol format.

2. General Regulations (Cont'd)

2.4 Payment Arrangements

2.4.1 Payment of Rates, Charges and Deposits

(A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice will start the day after the notice is sent by Overnight Delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company unless this successor is one with a proven history of late payments to the Telephone Company or does not have established credit. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which will remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth rate as that set forth in (B)(3)(b) following. The rate will be for (C)
the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by The Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.3.1 following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

In addition, Physical, SCOPE, and Virtual Collocated Interconnection Service rates set forth in Section 19 following may be billed over a twelve month period in twelve monthly installments. The following applies to installment billing plans for Collocated Interconnection:

- The Collocator must request installment billing with its application to establish, or augment, a Collocated Interconnection arrangement.
- The Collocator may elect to pay any unbilled charges before the expiration of the installment plan.
- More than one installment plan may be in effect for the same Collocator at the same time.
- If the Collocator disconnects service before the expiration of the plan period, all unbilled charges will be included in the next bill rendered.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.4 Payment Arrangements (Cont'd)
2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
(B) (Cont'd)

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

(1) For End User Access Service and Presubscription, including FUSF, that are billed to the end user of the local exchange services, the Telephone Company will establish a bill day each month for each end user account. Presubscribed Interexchange Carrier Charges (PICCs) will be billed on a monthly basis as set forth in Section 4.1.7 following. The Telephone Company will update its PICC information once a month. No prorating will be done in connection with PICC billing. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service, including FUSF, will be applied to this bill. Such bills are due when rendered. (S)(x) (S)(x) (S)(x)

(D) (D)

(2) For Services other than those described in (1) preceding, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following. (S)(x) (S)(x)

(x) Reissued material scheduled to become effective January 3, 2019 under Transmittal No. 1387.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (a) All bills dated as set forth in (2) preceding for service provided to the customer by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Martin Luther King Jr. Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows: (N) (C) (N)

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

(b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

(D)
|
|
|
|
(D)

0.0005 per day, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company. (C)

(c) Billing Disputes

(1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

(2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required by Section 2.4.1(B)(3)(c)(1) above.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) Billing Disputes (Cont'd)

(3) The date of resolution is the date the Telephone Company completes the investigation and credits the customer's account.

(4) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(D)

(D)

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

(E) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.7 following.

2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(B), 7.2.5 (G), 7.2.14(C), 7.4.13, 7.4.16, 7.4.17, 7.5.5, 9.4(A) and 13.3.5(C)(1)(b),(c) and (d), 16.5, 16.6, 25.1.10, and 25.3.8 following. (D) | (D)

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in 12. following, is one month unless a different minimum period is established with the individual case filing.

As specified in Section 5.2.6 following, when a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.2 Minimum Periods (Cont'd)

(A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Reserved (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.1.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.2.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.3.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.4.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.5.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.6.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.7.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.8.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.9.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.10.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.11.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Pages 2-119 and 2-120.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-120.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

(1) The service is of the same type as was provided prior to the fire, flood or other occurrence.

(2) The service is for the same customer.

Certain material previously found on this page can now be found on Original Page 2-83.12.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.5 Re-establishment of Service Following Fire, Floor or Other Occurrence (Cont'd)

(A) Nonrecurring Charges Do Not Apply (Cont'd)

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that: (Cont'd)

(3) The service is at the same location on the same premises.

(4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 Title or Ownership Rights

(A) The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

The Telephone Companies will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as set forth following. The Telephone Company will notify the customer what option will apply when the customer orders Access Service. The option will be based on the inter-connection arrangements between the Exchange Telephone Companies involved and the services ordered.

The Single and Multiple Bill Arrangements following are subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) documents as referenced in the Memorandum Opinion and Order in CC Docket No. 86-104, adopted July 20, 1987 and released July 31, 1987.

Effective March 31, 1990 the Single and Multiple bill arrangements following are available in conjunction with FGB services in compliance with the Commission's October 5, 1989 Order.

The Telephone Company must notify the customer of: (1) the Meet Point Billing Option that will be used, (2) the Telephone Company(s) that will render the bill(s), (3) the Telephone Company(s) to whom payment(s) should be remitted, and (4) the Telephone Company(s) that will provide the bill inquiry function. The Telephone Company shall provide this notice in writing 30 days in advance of any changes.

(A) When an Access Service is ordered by a customer where one end of the Switched Transport element is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order for Lineside BSA, Trunkside BSA - 950 Option, Feature Group A and B Switched Access Services ordered in lines or trunks. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service tariff.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(A) (Cont'd)

After July 1, 1990, option A will only be available for FGA Service. Prior to July 1, 1990, Option A is available with both FGA and FGB Services. Effective April 1, 1990, the Single and Multiple Bill Arrangements following are also available with Trunkside BSA - 950 Option and FGB Services. The Single and Multiple Bill Arrangements may be used to bill Trunkside BSA - 950 Option and FGB Services only with the agreement of all involved Exchange Telephone Companies. When an Common Channel Signaling Access Service is provided, the Telephone Company in whose territory the STP is located will accept the order for service, determine any applicable charges involved, arrange to provide the service ordered, and bill any applicable charges in accordance with its Access Service tariff.

When Billing Validation Service is provided, the Telephone Company in whose territory the LIDB Service Control Point (SCP) is located will accept the order for service, determine any applicable charges involved, arrange to provide the service ordered, and bill any applicable charges in accordance with its Access Service tariff.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(B) Single Bill Arrangement for Services other than FGA and Lineside

(1) General - With the agreement of the Exchange Telephone Companies involved, a single bill will be rendered for non-Lineside BSA and non-FGA services.

(2) Ordering - The company that accepts the order from the customer will be determined as follows:

(a) Directory Assistance - The company where the end office is located shall accept the order. (D)

(b) Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB or FGD ordered to an end office

- The company where the end office is located shall accept the order.

(c) Dedicated Network Access Link BSA

- The Company where the end office is located shall accept the order.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(B) Single Bill Arrangement for Service other than FGA and Lineside BSA (Cont'd)

(2) Ordering - The company that accepts the order from the customer will be determined as follows: (Cont'd)

(d) Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB or FGD ordered to an Access Tandem - The company where the Access Tandem is located will accept the order.

(e) WATS Access Line Service - When the WATS serving office and the end user end office are located in different Exchange Telephone Company operating territories, the company where the end office is located shall accept the order.

(f) Special Access Service Non-Competitive End User Channel Termination without Hub - Either company may accept the order. (C) (C)

(g) Special Access Service Non-Competitive End User Channel Termination with Hub - The company where the Hub is located shall accept the order. (C) (C)

(h) Common Channel Signaling Access Service - The company where the STP is located shall accept the order.

(i) Billing Validation Service - The company where the LIDB Service Control Point (SCP) is located shall accept the order.

The other company(ies) involved shall also receive a copy of the order from the customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(B) Single Bill Arrangement for Services other than FGA and Lineside BSA (Cont'd)

(3) Rating and Billing of Service - With the agreement of the Exchange Telephone Companies involved, one of the following rating and billing options will be utilized:

(a) Single Bill Single Tariff Billing - The billing Company will bill and collect all appropriate charges from the customer in accordance with the regulations, rates and charges in its Access Service tariff. The non-billing Company will bill and collect the appropriate portion of charges from the billing Company in accordance with the regulations, rates and charges in the non-billing Company's Access Service tariff. The apportionment of charges shall be consistent with 2.4.7(C)(3) following.

(b) Single Bill Multiple Tariff Billing - The billing Company will bill all appropriate charges to the customer in accordance with the regulations, rates and charges in the Access Service tariffs of all involved Exchange Carriers. Based upon the agreements of the Exchange Telephone Companies involved, payment will either be remitted in full to the billing company or in appropriate portions directly to the Exchange Carriers involved. The apportionment of charges shall be consistent with 2.4.7 (C)(3) following.

(c) Single Bill Multiple Tariff Pass-Through Billing - Same as (b) above.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(C) Multiple Bill Arrangement for Services other than FGA and Lineside BSA

(1) General - Separate bills will be rendered by the Exchange Telephone Companies for Access Service other than Lineside BSA or FGA if the administration of a single bill arrangement, as set forth in Sec. 2.4.7 B, is not utilized by the companies involved.

(2) Ordering - Each company will accept an order for service from the customer.

(3) Rating and Billing of Service - Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules, as appropriate:

(a) The charges billed by this company for mileage sensitive rate elements, e.g., Dedicated Network Access link (fixed and per mile), Switched Transport (fixed and per mile), or Directory Assistance Transport, are determined as follows: (D)

(i) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).

(ii) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.

(iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(C) Multiple Bill Arrangement for Services other than Lineside BSA or FGA (Cont'd)

(3) Rating and Billing of Service (Cont'd)

(b) The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

(i) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.

(ii) When rates and charges are listed on a per unit basis, e.g., central office bridging or multiplexing, this company's rates and charges will apply for units located in this company's operating territory.

(iii) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.

(iv) When rates and charges are listed on a per service basis, these rates and charges will be billed.

(v) When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.

(vi) When this company is an intermediate, non-terminating carrier in a given arrangement, direct trunked transport fixed charges will not apply. (C)

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ACCESS SERVICE

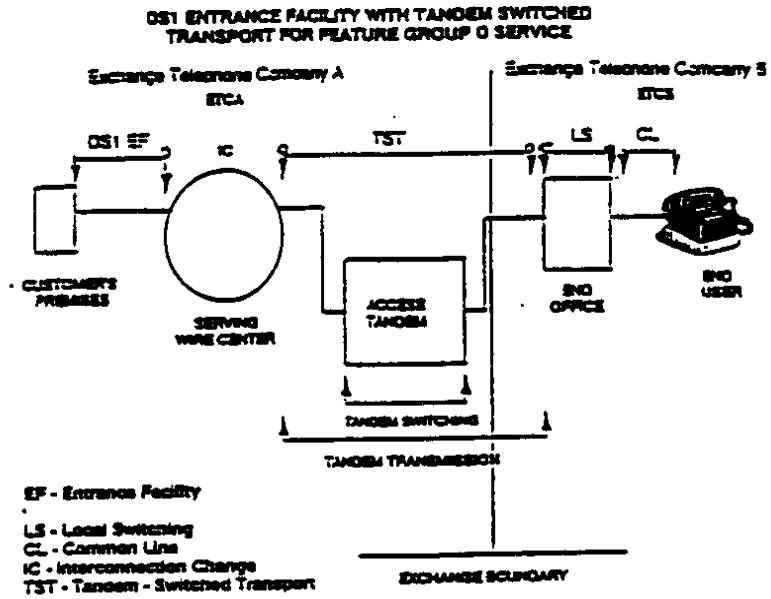
2. General Regulations (Cont'd)

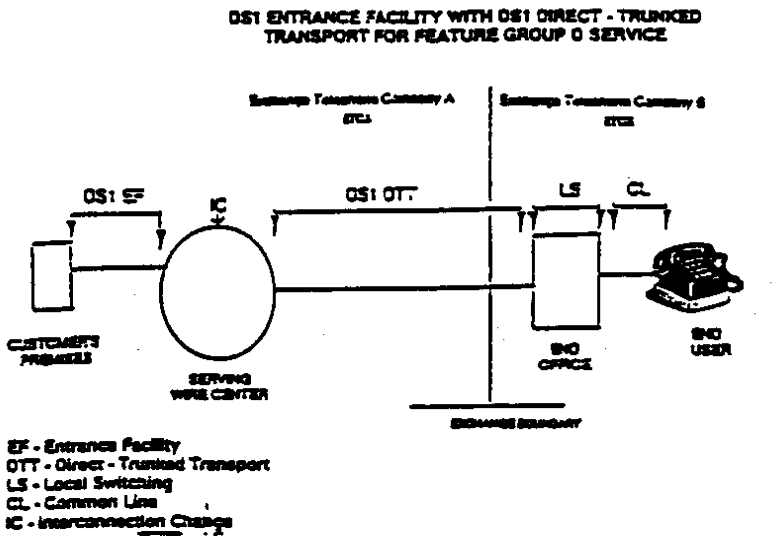
2.4 Payment Arrangements (Cont'd) (T)

2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(C) Multiple Bill Arrangement for Services other than FGA or Lineside BSA (Cont'd)

(4) EXAMPLES





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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.8 Ordering, Rating and Billing of Switched Access Service Provided in Conjunction with a Cellular Exchange Carrier (CEC) or a Radio Common Carrier (RCC)

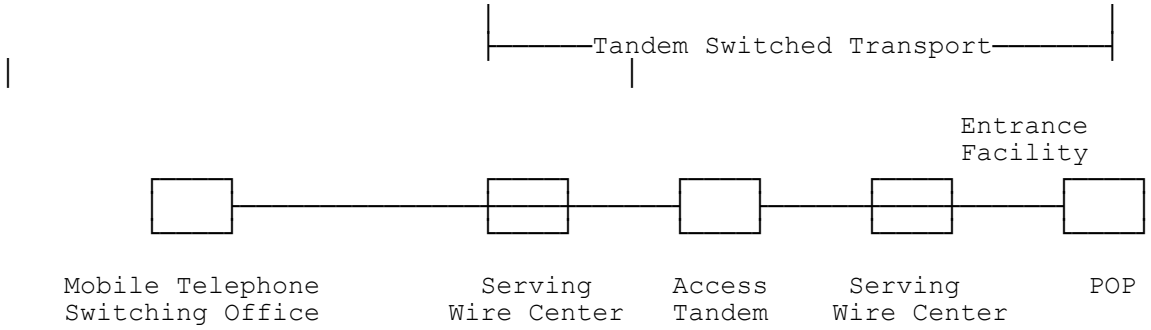
When Switched Access Service is ordered by a customer in conjunction with a CEC or RCC, the Telephone Company will provide its portion of the Switched Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules.

(A) If the Telephone Company provides Switched Transport and provides end office local switching functions, the customer will be assessed all applicable Switched Access charges. Carrier Common Line charges will not be assessed.

If the Telephone Company provides Switched Transport and does not provide end office local switching functions, the Telephone Company will assess Switched Transport charges as set forth in Section 6.9.1. Local Switching and Carrier Common Line charges will not be assessed by the Telephone Company.

(B) The mileage to be used to determine the Switched Transport charge is calculated as set forth in Section 6.8.13(I).

(C) Example



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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.9 Reserved (T)

Certain material previously found on this page can now be found on Original Pages 2-83.13 and 2-117.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-118.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.10 Reserved (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-107.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-108.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 2nd Revised Page 2-109.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-110.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-111.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-112.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-113.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-114.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-115.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched Access and Special Access Non-Competitive End User Channel Terminations furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference PUB AS No. 1, Issue II, and 2.1 preceding. (C) (C)

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ACCESS SERVICE

2. General Regulations (Cont'd)
2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code, has the form 101XXXX or 950-XXXX.

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Access Customer Name Abbreviation (ACNA)

The term "Access Customer Name Abbreviation" or "ACNA" denotes a term generally understood in the telecommunications industry to be the name abbreviation for a purchaser of Access Services.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and customer's premises.

Aggregator

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation as defined under Part 64.708(b) of the F.C.C. Rules and Regulations.

Affiliate

The term "Affiliate" denotes a Customer that, through one or more intermediaries, is controlled by or is under common control with another customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

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Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

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(S) (x)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown on the Check Sheet.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC) denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered.

(x) Reissued material scheduled to become effective January 28, 2010 under Transmittal No. 1067.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Cable Space

The term "Cable Space" denotes any passage or opening in, on, under/over or through the central office cable support structure required to bring fiber optic riser cable from the manhole or other designated location to the collocated interconnection space, as well as the space between the collocated interconnection space, and the Telephone Company Point of Termination, and any other space required to bring other communications cable from one collocated interconnection space to another collocated interconnection space of the same Collocator.

Cable Support Structure

The system of riser ducts, cable racking and other such facilities of the Telephone Company that are used to contain and support Collocated Interconnection cable within central offices and between central offices and the manhole or other designated location pursuant to Section 19.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Code (CIC)

The term "Carrier Identification Code" (CIC) denotes a unique four digit access identification code that is assigned by Bellcore for use with Feature Group B or D Switched Access Service. The CIC identifies the caller's long distance carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g, trunks).

Cellular Exchange Carrier (CEC)

The term "Cellular Exchange Carrier" defines a Common Carrier authorized by the Federal Communications Commission to provide Cellular Mobile Radio Telecommunications Services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Central Office

The term "Central Office" denotes a local Telephone Company switching system, where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. In the case of a Remote Switching Module (RSM), the term Central Office designates the combination of the Remote Switching Unit and its Host.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Circuit Code

The term "Circuit Code" indicates the specific Interexchange Carrier trunk group that is required to carry the call for SS7 Signalling. It equates to the OZZ Code with MF Signalling and is contained in the TNS parameter.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring and through a notch (very narrow band) filter.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Coin Station

The term "Coin Station" denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Collocated Interconnection Design and Construction Work

The term "Collocated Interconnection Design and Construction Work" under Collocated Interconnection denotes all work by Telephone Company, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and construction of collocated interconnection space enclosure, design and placement of required cable support structure or any other activity required to accommodate the installation of Collocator's facilities in the Telephone Company space(s). Similar work required or requested by Collocator after initial installation solely because of the existence of the Collocator's facilities shall be referred to as "Additional Design and Construction", and shall be at Collocator's expense.

Collocated Interconnection Space

The term "Collocated Interconnection Space" denotes suitable space intended for occupancy by Collocated Interconnection equipment required for telecommunications operations and the work area required to maintain that equipment. All suitable space shall be partitioned and measured as defined in Building Owners and Managers Association International (BOMA) standards as "rentable area."

Collocator

The term "Collocator" denotes a customer who subscribes to Collocated Interconnection and who brings fiber optic and/or microwave facilities to Telephone Company-designated locations for connection to Collocated Interconnection equipment as specified in the following Regulations, under physical or virtual interconnection arrangements. All such services and facilities used for Collocated Interconnection will be for the carriage of interstate non-switched traffic.

Collocator's Facilities

The term "Collocator's Facilities" denotes the telecommunications cable and equipment owned/leased and installed by the Collocator for the sole use of the Collocator in connection with equipment installed within its Collocated Interconnection Space.

2. General Regulations (Cont'd)
2.6 Definitions (Cont'd)

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the local general services tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the local general services tariffs. A common line-business is a line provided under the business regulations of the local general services tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Competitive County (N)

The term "Competitive County" denotes the geographic unit of a county or county-equivalent that passes or has passed a competitive market test specified by the FCC. Competitive County also denotes a county or county-equivalent that failed a competitive market test specified by the FCC, but was granted Phase II, Level 2 pricing flexibility prior to June 1, 2017. (N)

Connecting Facility Assignment

The term "Connecting Facility Assignment or (CFA)" denotes the identification of a channel or circuit to be used from a high capacity facility.

Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Corridor Service

The term "Corridor Service" applies to the exceptions to the MFJ Decree that allow the Telephone Company to provide interstate interLATA services in certain designated areas.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services or other arrangements offered under this tariff, including both Interexchange Carriers (ICs) and End users.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

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Digital Cross-Connect System (DCS)

The term "Digital Cross-Connect system" or "DCS" denotes an electronic switching node that enables circuits to be cross-connected.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Direct-Trunked Transport Facility

Denotes a Switched Transport facility between a Telephone Company serving wire center and an end office or between a Telephone Company Serving Wire Center and an access tandem that provides a customer with dedicated transport.

Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing 1 + NPA + 555-1212, or 411 or 555-1212, whichever is available.

Directory Assistance Location (Interstate)

The term "Directory Assistance Location" denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a customer's end user and selects the first operation position to respond to the Directory Assistance call.

Directory Number

Denotes a unique NPA-NXX-XXXX code assigned to a subscriber of a local service provider.

Donor Switch

Denotes the original switch source of an NXX that has been designated as portable and from which a subscriber has moved its service, while retaining its Directory Number, to a different service provider.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Certain material previously found on this page can now be found on 1st Revised Page 2-62.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of termination without regard to the send and receive Transmission Level Point.

Echo Return Loss (Z)

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system, where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. In the case of a Remote Switching Module, the term End Office Switch designates the combination of the Remote Switching Module and its Host.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmission offered by such reseller originate on the premises of such reseller.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Entrance Facility

Denotes a Switched Transport Facility between a Telephone Company serving wire center and a customer premises that provides a customer with dedicated transport from the serving wire center to the customer premises.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)].

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Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

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Extensible Markup Language (XML)

The term "Extensible Markup Language (XML)" denotes a simple, very flexible text format that is used in the exchange of a wide variety of data on the Web and elsewhere.

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

First-Come, First-Served

The term "First-come, First-Served" denotes a procedure followed when the first order received will be the first order processed, except as provided in 2.1.2(D).

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Flexible Automatic Number Identification (Flexible ANI)

The term "Flexible Automatic Number Identification" denotes an optional feature or Basic Service Element that provides additional values for the information indicator digits available with the ANI feature on originating calls. These additional digits identify the type of line that is originating the call for billing, screening and routing purposes.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

High Volume Call-In Networks

Denotes a unique NXX that has a presence in several switches within the designated Local Calling Area for which terminating calls are routed over dedicated trunks to a single tandem switch. This is done for the purpose of controlling the impact on the local network from potentially high volumes of terminating calls that may be directed to specific Directory Numbers within such NXXs at a customer's request.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account that has completed the clearing process and funds which are available for use by the receiving party on the same day on which they are received, including U.S. Federal Reserve bank wire transfers and Automated Clearinghouse (ACH) payments. (C) | | | (C)

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Individual Case Basis

The term "Individual Case Basis" (ICB) denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

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Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the non-linearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Interstate IntraLATA

The term Interstate IntraLATA denotes physically interstate services between two points within the same LATA which are not used in connection with InterLATA channels.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within the state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Line Information Data Base

The term "Line Information Data Base" refers to the data base which contains billing information such as calling card number and billed number restriction data that is used in connection with the billing of calls.

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Area Network

A short-distance data communications network (typically within a building or campus) used to link together computers and other electronic devices.

Local Calling Area

The term "Local Calling Area" denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring Toll charges.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Location Routing Number (LRN)

Denotes a NPA-NXX-XXXX within a NXX that is assigned to a switch that serves ported numbers. The LRN is associated with ported numbers in the Local Number Portability database for the recipient switch and is required to route calls directed to ported numbers working out of the switch.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a telephone company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Manhole

The term "Manhole" denotes an underground enclosure which provides access to Collocated Interconnection Cable Support Structure.

Maritime Radio Common Carriers (MRCCs)

The term "Maritime Radio Common Carriers (MRCCs)" denotes carriers which are regulated under Part 81 of the Federal Communications Commission's Rules and Regulations.

Meet Point Billing

The term "Meet Point Billing" denotes the arrangement which requires multiple Exchange Telephone Companies, involved in providing applicable access services, to divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Telephone Company involved bills under its respective tariff.

Message

The term "Message" denotes a "call" as defined preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Message Unit Credits

The term "Message Unit Credits" denotes the credit applied to the local switching charges assessed to customers handling end user originating interstate or foreign service calls which are subject to message unit charges.

Metropolitan Statistical Area (MSA)

The term "Metropolitan Statistical Area (MSA)" denotes a prescribed geographic area comprised of Telephone Company wire centers that have been grouped together.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102) Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurement towards the customer's premises from the Telephone Company end office.

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office" (MTSO) denotes the switching facility used by a CEC or RCC in performing originating and terminating switching functions for calls exchanged between their customers, the Telephone Company customers, Interchange Carriers, and independent Telephone Company customers.

Modem

Contraction of modulator-demodulator. A device which modulates and demodulates signals transmitted over communication facilities.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

N-1 Carrier

Denotes the carrier that is delivering a call to the Telephone Company's switch and is responsible for determining the status and Location Routing Number of the dialed NXX.

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Network Address

Numeric character string used to specify the location of the called customer.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Network Interface Device

The term "Network Interface Device" denotes any Company provided means of interconnection of end user customer premises wiring to the Local Exchange Carrier’s distribution plant, such as a cross connect device used for that purpose.

Non-Competitive County

The term “Non-Competitive County” denotes the geographic unit of a county or county-equivalent that failed a competitive market test specified by the FCC (excluding those that were granted Phase II, Level 2 pricing flexibility prior to June 1, 2017).

Non-Competitive End User Channel Termination

The term “Non-Competitive End User Channel Termination” denotes a Special Access channel termination at an end user customer designated premises served by a wire center in a Non-Competitive County as listed in Section 14.8 following.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-Hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line' denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

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Operator Services System

Equipment capable of processing certain kinds of traffic originating or terminating to an end office; this processing may take place either with or without an operator's assistance. Use of such equipment includes call rating and charge recording functions, operator assistance functions, coin control and collection functions, automatic or manual identification of calling line number, and verification of the busy/idle condition of subscriber lines.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Originating Direction (M)

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User premises to a customer premises.

Out of Band Signaling

The term "Out of Band Signaling" denotes an exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path. (M)

Certain material on this page formerly appeared on Original Page 2-73.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

OZZ Code

The OZZ Code indicates the specific Interexchange Carrier trunk group that is to carry the call for MF Signalling.

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Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

Periodic Inspection

The term "Periodic Inspection" denotes inspections conducted at regular or irregular intervals of all or portions of the Collocator's facilities, to determine that occupancies are authorized and are installed and maintained in conformance with the requirements set forth herein. Telephone Company will notify Collocator in advance of such inspections, and Collocator shall have the right to be present at the time of inspection.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Physically-Collocated Interconnection

The term "Physically-Collocated Interconnection" denotes an arrangement where the Collocator's facilities will be interconnected with Collocator owned and provided equipment that is physically located in a Collocated Interconnection Space within a Telephone Company central office building. The standard method of interconnection is through a point of interconnection (POT) bay. Collocators may propose alternative means of interconnection that are technically feasible by submitting a bona fide request for negotiation. (See Note below.)

Point of Termination

The term "Point of Termination" denotes the point of demarcation, within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Post-Installation Inspection

The term "Post-Installation Inspection" under Collocated Interconnection denotes the work activities performed to visually observe Collocator's equipment and cable facilities and equipment installation during and after the completion of the installation of such equipment and facilities to determine that all occupancies conform to the standards required.

Pre-Construction Work

The term "Pre-Construction Work" under Collocated Interconnection denotes the work activities performed by Telephone Company in order to process an application for occupancy to the point just prior to performing any necessary Design and Construction Work.

Premises

The term "Premises" denotes a building or a portion of a building in a multitenant building, or buildings on a continuous property (except Railroad right-of-way, etc.) not separated by a public highway except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration, or buildings. "Premises" does not include Collocated Interconnection Space. (D)

Note: See Section 19 following for further information.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Prime Service Vendor (M)

The term "Prime Service Vendor" denotes the status of the Telephone Company when contracting directly with the user of TSP service.

Protocol

Set of rules conducting interactions between two or more parties. These rules consist of syntax (header structure) semantics (actions and reactions that are supposed to occur) and timing (relative ordering and direction of states and events). (M)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-75.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Query

Denotes a signaling message requesting processing instructions or service data contained in a centralized database.

Radio Common Carriers (RCCs)

The term "Radio Common Carriers (RCCs) denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

Rate Zones

The term "Rate Zone" denotes a pricing unit for rating High Capacity Switched Access Transport and Special Access services. Rate zones are established based principally upon the volume of traffic carried by a wire center, traffic density, and are divided into three categories: Rate Zone 1 - high density, Rate Zone 2 - medium density, and Rate Zone 3 - low density.

Recipient Switch

Denotes any end office switch that serves Directory Numbers (DN) within a number portable NXX that is not originally assigned to the switch. Customers assigned a Directory Number (DN) within the indicated NXX that is working out of a switch other than the one originally designated is said to have ported their number to this recipient switch.

Regional Service Management System/Number Portability Administration Center (RSMS/NPAC)

Denotes the third party administered database which maintains the information on all ported numbers in a particular geographic area, in this case the Telephone Company's region.

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic segments of an end office switch which obtain part of their call processing capability from a Host Office. The combination of a Remote Switching Module and its Host Office comprise an End Office Switch.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Serving Wire Center

The term Serving Wire Center denotes the first Telephone Company wire center to which facilities are connected on the terminating path of a call proceeding from the customer premises to the terminating end office.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby a Service User may connect subtending services to a Host Subscriber's service, and the Telephone Company will undertake to maintain separate customer records and billing.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signal Transfer Point

The term "Signal Transfer Point" denotes a specialized switch which provides SS7 network access and performs SS7 message routing and screening.

Signaling Point of Interface

The term "Signaling Point of Interface" denotes the customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the customer.

Signaling Systems 7
The term "Signaling System 7" (SS7) denotes the out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service or an order for a Directory Assistance Service.

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Subcontractor

The term "Subcontractor" denotes the status of the Telephone Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Subscriber Line Charge (M)

The term "Subscriber Line Charge" denotes the charge applicable to the end user common line. In Pennsylvania and Delaware this charge is referred to as a Line Cost Charge. (M)

Certain material on this page formerly appeared on Original Page 2-78.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Subsequent Inspections

The term "Subsequent Inspections" under Collocated Interconnection denotes the work operations performed by Telephone Company in order to verify that corrective action has been taken by the Collocator on variances from required safety, construction and maintenance practices reported to the Collocator by Telephone Company. Telephone Company will notify Collocator in advance of such inspections, and Collocator shall have the right to be present at the time of inspection.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switched Access Signalling Service (SASS)

The term "Switched Access Signalling Service" denotes transmission of the Carrier Identification Code (CIC) and the OZZ Code with MF Signalling; or the TNS parameter with SS7 Signalling. This service is available to TSPs and is provided from the Telephone Company end offices.

Switching System

The term "Switching System" denotes the hardware and/or software utilized by the Telephone Company for the establishment and maintenance of a given central office.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem Switching Provider (TSP)

The term "Tandem Switching Provider" denotes any Interexchange Carrier, End User, or other access provider who provides tandem switching functions for switched transport services.

Tandem Switched Transport

The term "Tandem Switched Transport" denotes the transport from the serving wire center of the customer's premises to an end office that is switched at a tandem switch. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to an end office.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Telecommunication Relay Service (TRS)

TRS denotes the process where end user dialed calls are routed to a Telecommunication Relay Service Center for delivery to the Telephone Company. The Telephone Company in turn directs the call, via either the Trunkside BSA-101XXXX Option or Switched Access FGD Service, to an access tandem for delivery to the selected Interexchange Carrier of choice.

Telecommunication Relay Service (TRS) Center

Denotes the location of the provider of Telecommunication Relay Service (TRS).

Telephone Company Answering Service Concentrator

Answering Service Concentrator denotes equipment located on the Telephone Company premises which, when used in conjunction with an identifier or similar equipment located at the answering service premises, enables the answering bureau to answer incoming calls for customers at their location without the necessity of having a channel from each customer's location to the bureau's location.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer premises to an End User premises.

Toll Free Database

The term "Toll Free" refers to the use of database technology to determine to which access customer an originating toll free call is to be delivered. An originating toll free call is a call made with the prefix 1+800, 1+888, 1+877, 1+866, 1+855, 1+844, 1+833, or 1+822. The toll free database routes calls to an access customer based on the dialed ten digit toll free number. Initially, the Toll Free Database will provide routing information for calls utilizing 800 and 888 toll free dialing numbers. The Toll Free Database will be expanded, as required, at a later date to include routing for 877, 866, 855, 844, 833, and 822 toll free dialing numbers. Until that time, toll free calls, other than those originated as 1+800 or 1+888, will not be completed.

Transit Network Selection (TNS)

The Transit Network Selection (TNS) parameter is a component of the SS7 Initial Address Message (IAM). It contains the Carrier Identification Code (CIC) and Circuit Code which indicate the specific Interexchange Carrier trunk group that is required to carry the call. The Circuit Code equates to the OZZ with MF Signalling.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Transport Element

The term "Transport Element" denotes a generic term to refer to either Directory Transport or Local Transport as applicable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

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Uniform Service Order Code

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Virtually-Collocated Interconnection

An arrangement whereby the Collocator's facilities are interconnected to Collocator-provided Telephone Company-owned cable and equipment that is located in a Telephone Company central office building.

WATS Serving Office (WSO)

The term "WATS Serving Office" (WSO) denotes Wire Centers with the technical capability to accept WATS Access Connections (WACs) or WAC extensions.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

Regulations pertaining to Basic SLAs are contained in this tariff as specified following:

Description	Tariff Reference	
Credit Allowance for Service Interruptions	2.7.1.1	(T)
Missed Installation Due Dates	2.7.1.2	(T)

Certain material previously found on this page can now be found on Original Page 2-83.14.

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2. General Regulations (Cont'd)
2.7 Service Level Agreements (Cont'd)
2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff. An interruption period starts when the Telephone Company personnel are notified by the customer that the service is inoperative.

When a Special Access service is provided entirely or in part under this tariff, and a service interruption credit applies, only a single credit allowance will be issued, per interruption, for such a service (thus, the customer will not receive a credit allowance under this tariff if the customer receives a credit allowance outside of this tariff for the same service interruption). (N)

(B) When a Credit Allowance Applies

Subject to Section 2.7.4(B) following, in case of an interruption to any service, credit allowance for the period of interruption shall be as follows:

(1) For services other than those mentioned in 9.4(I)(1), (2), and (3), credits for interruption shall be:

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(a) Switched Access and Directory Assistance

No credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited in increments of 24 hours at the rate of 1/30 of the monthly charge for the service for each period of 24 hours or major fraction thereof that the interruption continues. Each interruption in excess of twelve hours and up to 24 hours will result in a 24 hour credit being applied. For Switched Transport, the provisions as set forth in (b) following shall apply.

(b) Non-Competitive End User Channel Terminations or Switched Transport

No credit shall be allowed for an interruption of less than thirty (30) minutes. When service is interrupted for 30 minutes or more, credit is allowed for the portion of the service affected in 1/2 hourly multiples for each 1/2 hour period or major fraction thereof of interruption. Each interruption in excess of 15 minutes and up to 30 minutes will result in a 30 minute credit being applied. The amount of credit is the proportionate part of the monthly charge, based on 24 hour daily service. (D)

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2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) Non-Competitive End User Channel Terminations or Switched Transport (Cont'd) (T) (D)

When a Switched Access direct trunked facility experiences an interruption of service, a credit will be applied for the facility itself. When a customer who has both Direct Trunked and Tandem Access facilities experiences an interruption of service, the customer will receive a credit based on the traffic on the out-of-service facility that is diverted to the tandem and charged at tandem rates.

The MOU credit will be derived by assuming 9000 MOU per trunk per month. Therefore, the daily credit would be limited to 300 MOU per trunk.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) Non-Competitive End User Channel Terminations or Switched Transport (Cont'd) (T) (D)

For example, if a DS1 carrying 24 trunks is out-of-service for 4 hours, the down-time is equal to 240 minutes. The customer would be credited for 240 MOU per working trunk. The 240 is less than the 300 MOU daily limit; therefore:

240	minutes out-of-service
X 24	trunks
5,760	MOU credit multiplied by tandem switching rate, fixed per MOU rate and the per mile per MOU rate.

If a DS1 carrying 24 trunks is out-of-service for 8 hours, the credit would be determined as follows:

8 hours X 60 minutes = 480 (total minutes out-of-service for one trunk). The daily MOU credit is limited to 300 per day. Since the out-of-service time exceeds the maximum daily credit, the customer will receive the maximum credit of 300 MOU multiplied by the number of working trunks.

This credit is only applicable if the customer has purchased tandem trunks to the tandem that serves the end office where the out-of-service Direct Trunked facility terminates.

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(c) Special Federal Government Access Services and Specialized Service or Arrangements

Service interruptions for Special Federal Government Access Services and Specialized Service or Arrangements provided under the provisions of Sections 10 and 12 following shall be administered in the same manner as those set forth in this Section 2.7.1.1 unless other regulations are specified with the individual case filing.

(2) Credit allowances for interruptions to Switched Access Service and Directory Assistance Service apply to any applicable monthly rates.

(3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

(4) For Digital Data Access, DA1-4, High Capacity, HC1, Non-Competitive End User Channel Terminations, and for Switched Transport, any period during which the error performance is below that specified for the service will be considered as an interruption.

(5) Reserved.

(6) Reserved. (C)

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2. General Regulations (Cont'd)
2.7 Service Level Agreements
2.7.1 Basic Service Level Agreements (Basic SLAs)
2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)
(B) When A Credit Allowance Applies (Cont'd)
(7) Reserved (C)
(D)

(D)

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2. General Regulations (Cont'd)

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2. General Regulations (Cont'd)
2.7 Service Level Agreements (Cont'd)
2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)
2.7.1.1 Credit Allowance for Service Interruptions
(B) When A Credit Allowance Applies (Cont'd)

(8) Reserved (C)

(D)

(D)

(9) Reserved (C)

(D)

(D)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(10) Reserved (C) (D)

(11) For those services provided in rate bands, only one credit is allowed in a single month's billing period. Credits for DS3 Entrance Facility Channel Terminations will be based upon the rate effective and rate band applicable to the customer at the time of service failure.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(D)

(D)

(C) When A Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section 2.7.4(B) following exist.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd) (T)(x)

(D) Use of an Alternative Service Provided by the Telephone Company (M)(x)

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period. (M)(x)

(x) Certain material on this page formerly appeared on Original Page 2-43.

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.2 Missed Installation Due Dates

(A) General

Failure to meet a confirmed service date (due date) for installation of certain services will result in a credit or the applicable nonrecurring charges billed to the customer for that service when the responsibility for the failure is solely the Telephone Company's. These credits of applicable nonrecurring charges for unmet installation dates are an exclusive remedy; and, are in lieu of any other claims as described in 2.1.3 preceding.

(B) Services Subject To The Credit

Subject to Section 2.7.4(A) following, nonrecurring installation charges (as specified in 7.4.1) will be credited for a missed service date on the following Special Access services:

Digital Data Service
DS1 High Capacity Service
DS3 Special Access High Capacity Services

(D)
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(D)

(C) When a Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section 2.7.4(A) following exist.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs)

Regulations pertaining to Enhanced SLAs are contained in this tariff as specified following:

Description	Tariff Reference	
Reserved for Future Use	2.7.2.1	(C)
Reserved for Future Use	2.7.2.2	
Reserved for Future Use	2.7.2.3	
Reserved for Future Use	2.7.2.4	

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs)

2.7.2.1 Reserved for Future Use (C)

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2. General Regulations (Cont'd)

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2.7 Service Level Agreements (Cont'd)

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.4 When a Credit Allowance Does Not Apply

(A) On Time Provisioning

This Section 2.7.4(A) applies to and supplements Section 2.7.1.2 preceding. Services will not be included in performance measurements and credits will not apply, when: (D)

(1) Provision of service is delayed or prevented due to the acts or omissions of the customer or a party authorized by the customer to use the service; or

(2) Provision of service is delayed or prevented due to failures in power, equipment, service, or systems provided by the customer or by persons other than the Telephone Company; or

(3) The customer's premises is inaccessible; or

(4) The customer changes the order after receiving the confirmed Due Date from the Telephone Company; or

(5) The customer changes its interface requirements; or

(6) The customer is not ready to accept service; or

(7) Independent Telephone Companies are involved in the service installation; or

(8) Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by persons other than the Telephone Company); or

(9) The customer orders termination beyond the Network Interface; or

(10) The installation requires Special Construction as set forth in Section 5.1.3 following; or

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.4 When a Credit Allowance Does Not Apply (Cont'd)

(A) Missed Installation Due Dates/On Time Provisioning (Cont'd)

(11) The customer requests Specialized Service or Arrangements as set forth in Section 12 following or services for which rates were developed on an individual case basis (ICB); or

(12) The order is for Service Changes, or Moves as described in Section 7.4.1(C)(3) and 7.4.5(A) following, respectively; or (D) (D)

(13) Provision of service is delayed or prevented due to the Telephone Company's provision of National Security Emergency Preparedness telecommunications service as described in Section 10.8.1(D) following; or

(14) A delay or failure in the provision of service is required, permitted or excused by this Tariff; or

(15) Provision of service is delayed or prevented due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.4 When a Credit Allowance Does Not Apply (Cont'd)

(B) Service Interruptions/Mean Time to Restore/Availability

This Section 2.7.4(B) applies to and supplements Section 2.7.1.1 preceding. Services will not be included in performance measurements and credits will not apply: (D)

(1) When the customer fails to report the interruption to the Telephone Company; or (D)

(2) When the interruption was caused by the act or omission of the customer or a party authorized by the customer to use the service; or

(3) When the interruption was due to the failure of power, equipment, service, or systems provided by the customer or persons other than the Telephone Company; or

(4) For any period in which the Telephone Company is not afforded access to the premises where the service is terminated; or

(5) When the customer has released the service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service, during the time that was negotiated with the customer prior to the release of that service (thereafter, a credit allowance as set forth in this Section 2.7 applies); or

(6) For any period of scheduled maintenance or scheduled downtime where the customer has received prior notification from the Telephone Company; or

(7) When interruptions occur or continue because of the failure of the customer to authorize the replacement of any element of special construction, as set forth in the Interstate Special Construction Tariffs as mentioned in Section 1.5 preceding; or

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.4 When a Credit Allowance Does Not Apply (Cont'd)

(B) Service Interruptions/Mean Time to Restore/Availability (Cont'd)

(8) For periods when the customer elects not to release the service for testing and/or repair; or

(9) For periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding; or

(10) When an interruption is required, permitted or excused by this Tariff; or

(11) For interruptions, failures or delays due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control. (D)

(12) For an interruption, or a group of interruptions resulting from a common cause, for amounts less than five dollars; or

(13) For an interruption or a group of interruptions on switched access service during a billing period when the customer's usage exceeds the minimum requirements.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (N)

This Section 2.8 shall apply: (i) if the Telephone Company sells or transfers all or a portion of the assets or stock of a Verizon Operating Telephone Company (e.g., Verizon New Jersey Inc.) to an unaffiliated third party ("**Transfer**"); and (ii) a service offering or Service Level Agreement (SLA) of this tariff as referenced in this Section 2.8 does not include terms and conditions relating to a Transfer.

2.8.1 General

The terms and conditions set forth in Section 2.8.2 following shall apply:

(A) when a customer subscribes to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or the customer participates in a SLA that aggregates the customer's measured transactions, and:

(B) the service offering or SLA does not include terms and conditions pertaining to a Transfer; and

(C) as a result of the Transfer, one or more of the following conditions occur solely as a result of the Telephone Company no longer providing the same quantity of services:

(1) the customer no longer satisfies the minimum requirements of the service offering or SLA;

(2) the customer is subject to a related penalty, termination liability or cancellation;

(3) the customer is subject to a change in the tier of a volume table or a rate table; and

(4) the customer is subject to a change in the rate level of the service offering.

2.8.2 Undertaking of the Telephone Company Following a Transfer

When the conditions set forth in 2.8.1 preceding exist, the Telephone Company will utilize the following terms and conditions, as applicable.

(A) If the service offering includes specific minimum ordering requirements for participation, or requires that the customer achieve a minimum number of services, minimum number of rate elements, and/or minimum revenue within a specific geographic area in order to continue its subscription to the service offering or participation in a pricing plan for such service offering (each, a **Minimum Requirement**), the Telephone Company will apply the terms and conditions of this Section 2.8.2(A). The following service offerings have Minimum Requirements that are subject to this Section 2.8.2(A): (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

- Directory Assistance Service as set forth in Section 9 following
- InterLATA Operator Services as set forth in Section 13.3.13 following

(D)
(D)

- Call Management Signaling Service as set forth in Section 20.1.2 following

In the event of a Transfer, the following applies.

(1) The Telephone Company will, consistent with the service offering, determine if the customer satisfies the Minimum Requirement for the service offering with the reduced quantity of services the Telephone Company provides to the customer following the Transfer; and

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

(2) if the customer does not satisfy the Minimum Requirement following the Transfer, determine if the customer would have satisfied the Minimum Requirement had the Transfer not occurred. If the customer would have satisfied the Minimum Requirement had the Transfer not occurred, then no further action shall be taken and the customer will be considered to have satisfied the Minimum Requirement. If the customer would not have satisfied the Minimum Requirement had the Transfer not occurred, then the terms and conditions for such result shall apply under the applicable service offering, except that the calculation of any penalty associated with not satisfying the Minimum Requirement shall be reduced pro-rata to reflect the Transfer. Upon renewal of the customer's commitment period for such service offering or subsequent subscription to such service offering, as applicable, the terms and conditions set forth in the applicable section(s) of this the tariff shall apply, including satisfying the Minimum Requirement for such service offering using only the quantity of services the customer purchases from the Telephone Company at the time of renewal or subsequent subscription.

For example, assume Verizon Virginia LLC transfers a portion of its assets to an unaffiliated third party. Further assume that a customer subscribes to Call Management Signaling Service under Section 20.1.2 following which has a minimum monthly billing of one million (1,000,000) call signals per month. Also assume that following the Transfer, the volume of call signals recorded for the customer at the next scheduled review is nine hundred fifty thousand (950,000), and that an estimated one hundred thousand (100,000) call signals were associated with the services transferred to the unaffiliated third party. In this case, the Telephone Company would determine if the customer would have satisfied the minimum number of call signals had the Transfer not occurred by adding (i) the estimated number of call signals associated with the services transferred to the unaffiliated third party and; (ii) the recorded number of call signals for the period of review [950,000 + 100,000 = 1,050,000 call signals]. Based on this calculation, the customer would have satisfied the Minimum Requirement and will not incur any shortfall charges. However, if the result of such calculation was that the customer still did not satisfy the Minimum Requirement for the service, then the terms and conditions for such result shall apply under Section 20.1.2 following, except that the calculation of shortfall charges shall be reduced pro-rata to reflect the Transfer. (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

(D)

(D)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(C) Reserved. (C)

(D)
(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

(D)

(D)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(D) For Service Level Agreements (SLAs), a customer who participates in one of such SLAs prior to a Transfer shall continue with such SLA for the balance of the subscription term, regardless of whether or not the customer is able to satisfy the requirement(s) of the SLA using the reduced quantity of services the Telephone Company provides to the customer following a Transfer. The following SLAs are subject to this Section 2.8.2(D):

(D)
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(D)

Service Response Credits as set forth in Section 2.7.3.3 preceding. (T)

(D)
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(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration

(A) General

When a customer (for purposes of this Section 2.9, the term customer includes an Interexchange Carrier or Interexchange Common Carrier, an End User, or a Collocator, each as defined in Section 2.6 preceding) who subscribes to a DS1 High Capacity Service Term Pricing Plan under Section 7.4.17 following, a DS3 High Capacity Service Term Pricing Plan under Section 7.4.13 following, Commitment Discount Plan (CDP) under Section 25.1 following, or National Discount Plan (NDP) under Section 25.3 following wishes to disconnect certain Special Access High Capacity Services (each a **Hi-Cap Disconnect**) in order to replace them with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service (each such service hereinafter referred to individually or collectively as a **Replacing Service** and each such replacement hereinafter referred to as a **Technology Migration**), the terms and conditions that apply to such Technology Migration are as follows: (D) (D)

(1) For customers who subscribe to a DS1 High Capacity Service Term Pricing Plan, this Section 2.9 applies to all of its Technology Migrations ordered on or after December 2, 2010.

(2) For customers who subscribe to a DS3 High Capacity Service Term Pricing Plan, this Section 2.9 applies to all of its Technology Migrations ordered on or after December 2, 2010.

(D)
|
(D)

(3) For customers who subscribe to a CDP, this Section 2.9 applies to Technology Migrations ordered on or after December 2, 2010. (T)

(4) For customers who subscribed to an NDP prior to December 2, 2010, the customer may choose to apply either the upgrade terms and conditions set forth in Section 25.3.7 following to a Technology Migration or the terms and conditions for a Technology Migration set forth in this Section 2.9. The terms and conditions that the customer chooses for the first such order placed on or after December 2, 2010 shall be the same terms and conditions that will apply to all of the customer's subsequent Technology Migration orders during the remainder of the current term commitment. (T)

For customers who subscribe to an NDP on or after December 2, 2010, or renew their subscription to an NDP on or after December 2, 2010, this Section 2.9 applies to each Technology Migration ordered on or after December 2, 2010.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd) (N)

(B) In the event a customer fails to specify the provision to be applied under (A)(5) preceding, the Telephone Company will apply the regulations in this Section 2.9 for the initial Technology Migration order submitted and for all future Technology Migration orders the customer submits during the remainder of the current term commitment.

2.9.1 Service Under a DS1 High Capacity Service Term Pricing Plan

(A) Termination liability will not apply to a Technology Migration of a service under a DS1 High Capacity Service Term Pricing Plan if all of the requirements in Section 2.9.6 following are satisfied for that service.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

2.9.2 Service Under a DS3 High Capacity Service Term Pricing Plan

(A) Termination liability will not apply to a Technology Migration of a service under a DS3 High Capacity Service Term Pricing Plan if all of the requirements in Section 2.9.6 following are satisfied for that service.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.3 Reserved for Future Use (C)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.4 Service Under a Commitment Discount Plan# (T)

(A) Effect on CDP True-Up for Each Service Type or Combined Service Type

In the first true-up following a Technology Migration and in all subsequent true-ups until the expiration of the current term commitment, the Telephone Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, the number of DS0 equivalents for the Hi-Cap Disconnect in the calculation of the average number of DS0 equivalents which were actually in service over the preceding six (6) months as if such Hi-Cap Disconnect had never occurred. Only those services that satisfy all of the requirements set forth in Section 2.9.6 following will be included in this calculation. The true-up process for a CDP is described in Section 25.1.7 following.

Upon renewal of the customer's CDP, the DS0 equivalents of each Technology Migration that occurred during the expiring term commitment will not be included in the true-up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of DS0 equivalents for such Technology Migration in the true-up calculations in the same manner that such DS0 equivalents were included in the expiring term commitment.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

Subject to Section 1.1 preceding, the Telephone Company manages a CDP as a single plan, and a true-up includes all of the CDP services included in that CDP. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.5 Service Under a National Discount Plan# (T)

(A) Effect on NDP Annual True-Up

In the first Annual True-Up following a Technology Migration and in all subsequent Annual True-Ups until the expiration of the current term commitment, the Telephone Company will include the following in the calculation of the average number of equivalent DS1 CTs and equivalent DS1 CMs which were actually in service over the preceding twelve (12) months:

One hundred percent (100%) of the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for each DS1 or DS3 Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010 as if such Hi-Cap Disconnect had never occurred; and

Upon renewal of the customer's NDP, the equivalent DS1 CTs and equivalent DS1 CMs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual True-Up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for such Technology Migration in the Annual True-Up calculations in the same manner that such equivalent DS1 CTs and equivalent DS1 CMs were included in the expiring term commitment.

Only those services that satisfy all of the requirements set forth in Section 2.9.6 following will be included in this calculation. The Annual True-Up process for an NDP is described in Section 25.3.7 following.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

Subject to Section 1.1 preceding, the Telephone Company manages a National Discount Plan as a single plan, and the Annual True-Up includes all of the National Discount Plan services included in that National Discount Plan. (N)

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration

In order to qualify for a waiver of termination liability under either Section 2.9.1 or 2.9.2 preceding, or to qualify for the true-up calculations under Section 2.9.4 preceding for a CDP, or Section 2.9.5 preceding for NDP, all of the following requirements must be satisfied. (D)

(A) Length of Commitment Requirements

If one (1) Hi-Cap Disconnect is replaced with one (1) Replacing Service, the Replacing Service must be purchased with a term commitment equal to or longer than the number of months remaining in the term commitment of the Hi-Cap Disconnect. If the Replacing Service does not offer a term commitment that is equal to or longer than the number of months remaining in the term commitment for the Hi-Cap Disconnect, then the customer must elect the longest term offered for the Replacing Service in order to satisfy this requirement.

Example: The customer disconnects one (1) DS1 High Capacity Service in order to replace it with one (1) Replacing Service. Assume that the customer has 24 months remaining on the DS1 High Capacity Service term commitment period of 84 months. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

If multiple Hi-Cap Disconnects are replaced with one (1) or more Replacing Services, each of the Replacing Services must be purchased with a term commitment equal to or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects. If the Replacing Service(s) does not offer a term commitment that is equal or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects, then the customer must elect the longest term offered for the Replacing Service(s) in order to satisfy this requirement.

Example 1: The customer disconnects two (2) DS1 High Capacity Services in order to replace them with one (1) Replacing Service. Assume that the customer has 24 months remaining on the DS1 High Capacity Service term commitment period of 60 months and 18 months remaining on the DS1 High Capacity Service term commitment period of 36 months. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(A) Length of Commitment Requirements (Cont'd)

Example 2: Assume that in Example 1 above, one of the DS1 High Capacity Services has seventy (70) months remaining on the DS1 High Capacity Services term commitment period of 84 months and that the longest term commitment offered on the Replacing Service is 60 months. The customer would have to elect the 60 month term commitment for its Replacing Service in order to satisfy this requirement.

(B) Bandwidth Requirements

The sum of the bandwidth of the Replacing Service(s) is equal to or greater than the sum of the bandwidth of the Hi-Cap Disconnects.

Example: If a customer disconnects two (2) DS1 High Capacity Services in order to replace them with one (1) 10 Mbps Replacing Service, the customer shall have satisfied this requirement.

(C) Revenue Test Requirements

The Technology Migration must satisfy one of the following revenue tests:

(1) MRC Revenue Test

The MRC Revenue Test requires the current monthly recurring charges (MRCs) of the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), be equal to or greater than the MRCs of the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s).

For example, assume a customer disconnects its DS1 High Capacity Service (Hi-Cap DS1 Disconnect) in order to replace it with a 100 Mbps Replacing Service. Further assume all of the following:

- the Hi-Cap DS1 Disconnect is provided under a DS1 TPP with a commitment period of sixty (60) months at a rate of $220.98 per month for the discounted rate elements; and
- the 100 Mbps Replacing Service is provided under a term plan with a sixty (60) month commitment at a rate of $900.00 per month for the discounted rate elements.

Since the MRC of $900.00 for the 100 Mbps Replacing Service is greater than the MRC of $220.98 for the Hi-Cap DS1 Disconnect, the customer shall have satisfied this requirement. (N)

(Issued under Transmittal No. 1119)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(C) Revenue Test Requirements (Cont'd)

(2) Overall Value/Revenue Test

The Overall Value/Revenue Test requires the overall value of the Replacing Service(s) be equal to or greater than the overall value of the remaining months of the current term commitment of the Hi-Cap Disconnect(s). The overall value of the Replacing Service(s) is calculated by multiplying the MRCs for the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), by the number of months in the term commitment. The overall value of the Hi-Cap Disconnect(s) is calculated by multiplying the MRCs currently in effect for the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s), by the total remaining months in the current term commitment.

For example, using the same assumptions in the example for the MRC revenue test in (1) preceding, further assume the customer disconnects the DS1 High Capacity Service in month thirty-six (36) of the 60 month commitment period (twenty-four (24) months remaining in the commitment period of the DS1 TPP for the Hi-Cap DS1 Disconnect).

Based on the above, the overall value of the Hi-Cap DS1 Disconnect is $5,303.52 ($220.98 x 24 months remaining) and the overall value of the 100 Mbps Replacing Service is $54,000 ($900.00 x 60 months). Since the overall value of the 100 Mbps Replacing Service is greater than the overall value of the Hi-Cap DS1 Disconnect, the customer would have met this requirement. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd)

(D) Terminating Location Requirements

Terminating locations include End User locations, Interexchange Carrier locations, physical or virtual CIS locations pursuant to Section 19 following, Primary Premises and Secondary Premises.

(1) One Hi-Cap Disconnect Replaced by One Replacing Service

The terminating location(s) of the Replacing Service must satisfy one of the following requirements:

(a) For service provided between two End User locations, at least one of the locations of the Replacing Service must be the same as one of the locations of the Hi-Cap Disconnect; or (D)

(b) For service provided between an Interexchange Carrier location or a physical or virtual CIS location and an End User location, one of the locations of the Replacing Service must be the same as the End User location of the Hi-Cap Disconnect; or

(c) For a multiplexed facility provided between an Interexchange Carrier location, a physical or virtual CIS location, or an End User location and a Telephone Company Hub where multiplexing functions are performed, one of the locations of the Replacing Service must be the same as the Interexchange Carrier location, physical or virtual CIS location, or End User location, respectively, of the Hi-Cap Disconnect; or

(d) For service provided between a Primary Premises and a Secondary Premises, one of the locations of the Replacing Service must be the same as the Secondary Premises location of the Hi-Cap Disconnect.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd)

(D) Terminating Locations (Cont'd)

(2) Multiple Hi-Cap Disconnects Replaced by One or More Replacing Service(s)

When multiple Hi-Cap Disconnects are replaced by one or more Replacing Service(s), at least one of the locations for each of the Replacing Service(s) must be the same location as each of the End User locations or Secondary Premises, as applicable, of each of the Hi-Cap Disconnects, except where the locations involved are two (2) End User locations in which case at least one of the (D)
locations for each of the Replacing Service(s) must be the same as one of the End User locations of each of the (D)
Hi-Cap Disconnects.

Example where both locations are End User locations: The customer has a DS1 High Capacity Service between locations A and B and a DS1 High Capacity Service between locations C and D. The two Replacing Services are between locations B and E and between locations D and F. Since each DS1 High Capacity Service has one location in common with its Replacing Service, this requirement is satisfied.

Example where all locations are End User locations: The customer has three (3) DS1 High Capacity Services between locations A and B, C and D, and E and F. The two Replacing Services are between locations B and X and between locations D and Y. Since the Replacing Services do not have a common location with the DS1 High Capacity Service between locations E and F, this requirement is not satisfied. However, if the customer qualifies for a one-for-one replacement under (D)(1) preceding, this requirement would be satisfied for two of the DS1 High Capacity Services. The DS1 High Capacity Service between locations E and F, for which no common location exists, would not meet the requirements for a Technology Migration.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(E) Timing Requirements

The order for each Hi-Cap Disconnect must be completed within three (3) months of the date that the Replacing Service(s) is installed. Failure to disconnect each Hi-Cap Disconnect within three (3) months will result in the customer not satisfying this requirement.

(F) Notification Requirements

Within ten (10) business days of the date the Replacing Service(s) is ordered, the customer must provide the Telephone Company with the all of following:

(1) the circuit identification number(s) of each Hi-Cap Disconnect; and

(2) the circuit identification number(s) of the Replacing Service(s); and

(3) the terminating locations of the services involved (including both the Replacing Service(s) and the Hi-Cap Disconnect(s)).

Failure to provide such information within the stated timeframe will result in the customer not satisfying this requirement. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.10 Customer Notices

When the Telephone Company is required to notify a customer under this tariff, the Telephone Company will provide notice by appropriate method that the Telephone Company, in its sole discretion, determines to be appropriate for the circumstances, including, by way of example: (i) posting the notice on a Telephone Company website, (ii) by bill insert or bill message, (iii) by letter or postcard via U.S. Postal Service, or by overnight delivery, to the customer's billing address or other address available in the Telephone Company's records, (iv) by a call to the customer's billed telephone number, (v) by an email to a customer email address specified by the customer or otherwise available in the Telephone Company's records, or (vi) electronic communication via a Telephone Company ordering system interface. Although the Telephone Company under certain circumstances may provide notice of a particular subject matter via more than one of the foregoing methods, such multiple notices are not required at any time, and a single notice via a single method is sufficient. If applicable law requires a particular method of notice, the Telephone Company shall use the method required by applicable law. All notices provided in accordance with this section shall be effective and binding. (C)(x)

(x) Certain material on this page formerly appeared on 3rd Revised Page 2-7, 4th Revised Page 2-9, and 2nd Revised Page 2-10.

ACCESS SERVICE

3. Carrier Common Line Access Service

The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 6. of this tariff.

3.1 General Description

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Interstate Communications.

Premium Access is Switched Access Service, other than the DNAL BSA, provided to customers under this tariff which furnish interstate MTS/WATS and Switched Access Service. (D)

(D)
|
(D)

A Special Access Surcharge, as set forth in 7.5.14 following, will apply to interstate special access service provided by the Telephone Company to a customer, in accordance with regulations as set forth in 7.4.2 following.

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.2 Limitations

3.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

Carrier Common Line Service is not available with the DNAL BSA.

Carrier Common Line Service is not available with Switched Access Service when provided in conjunction with a MTSO Type I or II interconnection.

3.2.2 Access Groups

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

Carrier Common Line Service is not available with the DNAL BSA.

Carrier Common Line Service is not available with Switched Access Service when provided in conjunction with a MTSO Type I or II interconnection.

Carrier Common Line Service does not apply to FGD minutes of use originated from a Telecommunication Relay Service (TRS) Center.

3.2.3 WATS Access Lines

Where Switched Access Services are connected with Special Access Services at Telephone Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access per minute charges. (D)

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.3 Undertaking of the Telephone Company

3.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this tariff, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates and charges as set forth in 3.9 following.

3.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Telephone Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 3.9 following apply to interstate Switched Access Service access minutes in accordance with the rate regulations as set forth in 2.3.10 following (Jurisdictional Reports Requirements).

3.4 Obligations of the Customer

3.4.1 Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

3.4.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

ACCESS SERVICE

3. Carrier Common Line Service (Cont'd)

3.5 Determination of Usage Subject to Carrier Common Line Charges

3.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 2.3.10 preceding.

3.5.2 Switched Access Service Provided in Conjunction with a Cellular Exchange Carrier (CEC) or a Radio Common Carrier (RCC)

For Switched Access services minutes of use provided in conjunction with a CEC or RCC Type I call, Carrier Common Line rates do not apply.

When credit for Carrier Common Line charges must be made and the Telephone Company cannot determine the credit adjustment for Carrier Common Line charges, the customer shall be responsible for providing documentation for use in determining the credit amount. Documentation, supplied by the customer, shall be supplied each month and shall identify the involved Switched Access services minutes of use for which a Carrier Common Line credit adjustment is due. The monthly period used to determine the minutes of use shall be the most recent monthly period for which the customer has received a bill for such Switched Access services. The information shall be delivered to the Telephone Company, in a timely manner. If the required information is not received by the Telephone Company, as described preceding, the most recent reported information will be used for the next two months. Subsequent credits or allocation for additional months will be made after the required documentation, as described preceding, is delivered to the Telephone Company by the customer. (D)

The Carrier Common Line credit adjustment shall apply for Switched Access services minutes of use provided in conjunction with a CEC or RCC Type I calls, provided Carrier Common Line charges have been assessed on such services.

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.5 Determination of Usage Subject to Carrier Common Line Access Charges (Cont'd)

3.5.3 Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide a customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Rates and Regulations, as set forth in Section 6. following will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line Access rates and charges as set forth in 3.9 following apply in accordance with the resale rate regulations as set forth in 3.6.4 following.

3.6 Resold Services

3.6.1 Scope

Where a customer is reselling MTS and/or MTS-type service(s) on which the Carrier Common Line and Switched Access charges have been assessed, the customer may, at the option of the customer, obtain Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, Feature Group A, Feature Group B or Feature Group D Switched Access Service under this tariff as set forth in Section 6. following for originating and/or terminating access in the local exchange. Such access group arrangements whether single lines or trunks or multiline hunt groups or trunk groups will have Carrier Common Line Access charges applied as set forth in 3.9 following in accordance with the resale rate regulations set forth in 3.6.4 following. For purposes of administering this provision:

Resold interstate terminating MTS and MTS-type service(s) shall include collect calls, third number calls and credit card calls where the reseller pays the underlying carrier's service charges; and shall not include intrastate minutes of use.

Resold interstate originating MTS and MTS-type service(s) shall not include collect, third number, credit card or intrastate minutes of use.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.2 Customer Obligations Concerning the Resale of MTS and MTS-type Services

When the customer is reselling MTS and/or MTS-type service as set forth in 3.6.1 preceding, the customer will be charged Carrier Common Line Access charges in accordance with the resale rate regulations as set forth in 3.6.4 following if the customer or the provider of the MTS service furnishes documentation of the MTS usage and/or the customer furnishes documentation of the MTS-type usage. Such documentation supplied by the customer shall be supplied each month and shall identify the involved resold MTS and/or MTS-type services.

The monthly period used to determine the minutes of use for resold MTS and/or MTS-type service(s) shall be the most recent monthly period for which the customer has received a bill for such resold service(s). This information shall be delivered to the Telephone Company, at a location specified by the Telephone Company, no later than 15 days after the bill date shown on the resold MTS and/or MTS-type service bill. If the required information is not received by the Telephone Company, the previously reported information, as described preceding, will be used for the next two months. For any subsequent month, no allocation or credit will be made until the required documentation is delivered to the Telephone Company by the customer.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.3 Resale Documentation Provided By the Customer

When the customer utilizes Switched Access Services as set forth in 3.6.2 preceding, the Telephone Company may request a certified copy of the customer's resold MTS or MTS-type usage billing from either the customer or the provider of the MTS or MTS-type Service. Requests for billing will relate back no more than 12 months prior to the current billing period.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services

When the customer is provided an access group to be used in conjunction with the resale of MTS and/or MTS-type services as set forth in 3.6.1 preceding, subject to the limitations as set forth in 3.2 preceding, and the Telephone Company receives the usage information required as set forth in 3.6.2 preceding, to calculate the adjustment of Carrier Common Line Access charges, the customer will be billed as set forth in (E) following. (D)

(A) Apportionment and Adjustment of Resold Minutes of Use

When the customer is provided with more than one access group in a LATA in association with the resale of MTS and/or MTS-type services, the resold minutes of use will be apportioned as follows:

(1) Originating Services

The Telephone Company will apportion the resold originating MTS and/or MTS-type services and originating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the originating usage for each access group to the total originating usage for all access groups in the LATA. For purposes of administering this provision:

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(A) Apportionment and Adjustment of Resold Minutes of Use (Cont'd)

(1) Originating Services (Cont'd)

Resold originating MTS and/or MTS-type services minutes shall be only those attributable to interstate originating MTS and/or MTS-type minutes and shall not include collect, third number, credit card or intrastate minutes of use.

The resale credit adjustment shall apply for resold originating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

(2) Terminating Services

The Telephone Company will apportion the resold terminating MTS and/or MTS-type services and terminating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For purposes of administering this provision:

Resold terminating MTS and/or MTS-type services minutes shall be only those attributable to interstate terminating MTS/MTS-type (i.e., collect calls, third number calls, and credit card calls) and shall not include intrastate minutes of use or MTS/MTS-type minutes of use paid for by another party.

The resale credit adjustment shall apply for resold terminating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(B) Same State/Telephone Company/Exchange Limitation

In order for the rate regulations to apply as set forth in (D), (E) or (F) following, the access groups and the resold MTS and/or MTS-type services must be provided in the same state (except when the same extended area service arrangement is provided in two different states by the same telephone company) in the same exchange, provided by the same Telephone Company and connected directly or indirectly. For those exchanges that encompass more than one state, the customer shall report the information by state within the exchange.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(C) Direct and Indirect Connections

Each of the access group arrangements used by the customer in association with the resold MTS and/or MTS-type services must be connection either directly or indirectly to the customer designated premises at which the resold MTS and/or MTS-type services are terminated. Direct connections are those arrangements where the access groups and resold MTS and/or MTS-type services are terminated at the same customer designated premises.

Indirect originating connections are those arrangements where the access groups and the resold originating MTS and/or MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from access groups to resold MTS and/or MTS-type services.

Indirect terminating connections are those arrangements where the access groups and resold terminating MTS and/or MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from resold terminating MTS and/or MTS-type services to access groups.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(D) Reserved for Future Use (C)

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(D)

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(E) Access Groups - Equal Access Offices Only

When all the usage on an access group originates from and/or terminates at end offices that have been converted to equal access the Premium Access Charge per minute as set forth in 3.9 following will apply. The minutes billed Carrier Common Line Access Service charges will be the adjusted originating interstate access minutes and the adjusted terminating interstate access minutes for such access groups.

The adjusted originating access minutes will be the originating interstate access minutes less the reported resold originating MTS and/or MTS-type service minutes of use as set forth in (A)(1) preceding; but not less than zero. The adjusted terminating access minutes will be the terminating interstate access minutes less the reported resold terminating MTS and/or MTS-type service minutes of use as set forth in (A)(2) preceding; but not less than zero.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(F) Reserved for Future Use (C)

(D)

(D)

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(T)

3. Carrier Common Line Access Service (Cont'd)

3.6 Resold Services (Cont'd)

3.6.4 Rate Regulations Concerning the Resale of MTS and MTS-type Services (Cont'd)

(G) When the Adjustment Will Be Applied to Customer Bills

The adjustment as set forth in (E) preceding will be made to the involved customer account no later than either the next bill date, or the one subsequent to that, depending on when the usage report is obtained. (D)

(H) Conversion of Billed Usage to Minutes

When the MTS and/or MTS-type usage is shown in hours, the number of hours shall be multiplied by 60 to develop the associated MTS and/or MTS-type minutes of use. If the MTS and/or MTS-type usage is shown in a unit that does not show hours or minutes, the customer shall provide a factor to convert the shown units to minutes.

(I) Percent Interstate Use (PIU)

The adjustment as set forth in (E) preceding will be made to the involved customer account after making the adjustments to the customer account as set forth in 2.3.10 following. (D)

3.7 Reserved

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations

3.8.1 Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations as set forth in 3.8.5 following (Determination of Charges) except as set forth in 3.6.4 preceding (Resale) and 3.8.4 following (PIU). (D)

3.8.2 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment. The Telephone Company (D)
measuring and recording equipment will be associated with end (D)
office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

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3. Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.3 Reserved for Future Use (C)

(D)
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(D)

3.8.4 Percent Interstate Use (PIU)

When the customer reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed only to interstate Switched Access Service access minutes based on the data reported by the customer as set forth in 2.3.10 preceding (Jurisdictional Reports), except where the Telephone Company is billing according to actuals by jurisdiction. Interstate Switched Access Service access minutes will, after adjustment as set forth in 3.6.4 preceding (Resale), when necessary, be used to determine Carrier Common Line Charges as set forth in 3.8.5 following.

ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.5 Determination of Charges (D)

After the adjustments as set forth in 3.6.4 and 3.8.4 preceding have been applied, when necessary, to Switched Access Service access minutes, charges for the involved customer account will be determined as follows:

(A) Access minutes for all premium rated Switched Access Service subject to Carrier Common Line charges will be multiplied by the Premium Access per minute rate as set forth in 3.9 following.

(D)
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(D)

(B) Carrier Common Line charges shall not be reduced as set forth in 3.6.1 preceding unless Switched Access Charges, as set forth in Section 6. following, are applied to the customer's Switched Access Services. (T)

(C) Terminating Premium Access, per minute charge(s) apply to: (D)

- all terminating access minutes of use;

- All originating access minutes of use associated with Lineside BSA and FGA Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.5 Determination of Charges (Cont'd) (D)

(C) (Cont'd) (T)

- all originating access minutes of use associated with calls placed to 700, Toll Free*, and 900 numbers, less those originating access minutes of use associated with calls placed to 700, Toll Free and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges.

* "Toll Free" service includes any access service which utilizes the following NPA's: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

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ACCESS SERVICE

3. Carrier Common Line Access Service (Cont'd)

3.8 Rate Regulations (Cont'd)

3.8.5 Determination of Charges (Cont'd) (D)

(D) The originating Premium Access, per minute charge(s) apply to: (D)

- all originating access minutes of use;

- less those originating access minutes of use associated with Lineside BSA and FGA Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;

- less all originating access minutes of use associated with calls placed to 700, Toll Free, and 900 numbers;

3. Carrier Common Line Access Service (Cont'd)

3.9 Rates and Charges

Premium Access	Rate
- Terminating Per Access Minute	.000000
- Originating Per Access Minute	.000000

(D)
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(D)

ACCESS SERVICE

4. End User Access Service and Presubscription

4.1 End User Access Service

The Telephone Company will provide End User Access Service (End User Access) to End Users who obtain local exchange service from the Telephone Company under its local general services tariff.

4.1.1 General Description

End User Access provides for the use of an End User Common Line (EUCL). End User Access Service consists of End User Common Line (EUCL) Charges, Access Recovery Charges, End User Port Charges (EUPC), and Presubscribed Interexchange Carrier Charges (PICC). End Users who obtain End User Access Service are subject to the EUCL and EUPC regulations. Interexchange Carriers who furnish interstate telecommunications service to End Users are subject to the PICC regulations. End Users that do not select a Presubscribed Interexchange Carrier, as defined in 4.1.6 following, are subject to the PICC regulations, with the exception of pay telephone service providers, whose pay telephone lines are excluded from PICC regulations. (N)

4.1.2 Limitations

(A) A telephone number is not provided with End User Access.

(B) Detail billing is not provided with End User Access.

(C) Directory listings are not included with End User Access.

(D) Intercept arrangements are not included with End User Access.

4.1.3 Undertaking of the Telephone Company

The Telephone Company will provide use of an End User Access as follows at Subscriber Line Charge (SLC), Access Recovery Charge (ARC), End User Port Charges (EUPC), and Presubscribed Interexchange Carrier Charges (PICC) rates and charges as set forth in 4.1.7 following. (N) (N)

(A) Use of an EUCL by an End User in connection with interstate Access Services provided under this tariff. Such use will be provided when the End User obtains local exchange service.

(B) The Telephone Company will be responsible for contacts and arrangements with customers for the billing of the SLC, ARC, EUPC, and PICC. (N)

4.1.4 Obligations of the Customer

(A) When the End User is a Radio Common Carrier (RCC), or a Maritime Radio Common Carrier (MRCC), it shall designate the local exchange services it is provided by the Telephone Company that are used as administrative lines.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.4 Obligations of the Customer (Cont'd)

(B) When the end user is provided with a local exchange service which is not identified as Centrex, Business or Residence service, it shall provide the Telephone Company any requested information necessary for the Telephone Company to determine the appropriate charges.

4.1.5 Payment Arrangements and Credit Allowances

(A) Minimum Period

The minimum period for which EUCL End User Access is provided to an end user and for which charges are applicable is the same as that in the local general services tariffs for the associated local telephone exchange service.

(B) Cancellation of Application

End User Access is cancelled when the order for the associated local exchange service is cancelled. No cancellation charges apply.

(C) Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

(D) Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Access credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in Section 2.7.1.1(B)(1)(a) preceding. (T)

(E) Temporary Suspension of Service

When an End User temporarily suspends its Local Exchange Service which is associated with EUCL, the credit allowance for the SLC and the ARC is the same as that for the associated Local Exchange Service as set forth in the local general services tariffs.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations

The End User Common Line, the Access Recovery Charge, and any applicable End User Port monthly charges will be billed to the end user of the associated local telephone exchange service. (N)

The total number of Telephone Company-provided lines and trunks, excluding pay telephone lines, for which the interexchange carrier customer has been selected as the predesignated carrier for interLATA, interstate calls, as defined in (A) following, will be multiplied by the appropriate Presubscribed Interexchange Carrier Charge (PICC) on a monthly basis and assessed to the Presubscribed Interexchange Carrier of the associated local telephone exchange service. The Telephone Company will update its PICC information on a monthly basis following the completion of its last monthly retail bill cycle. If PIC NONE, as defined in Section 4.2(E) following, is designated on any lines or trunks, the appropriate PICC will be assessed to the end user customer subscribing to the line or trunk.

The Telephone Company will make reasonable efforts to change the end user line designation to PIC NONE, as described in Section 4.2(E) following. However, if the Telephone Company is unable to accomplish the change prior to the PICC update, the Telephone Company will continue to assess the PICC to the interexchange carrier customer until the following month’s update.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(A) End User Common Line and Presubscribed Interexchange Carrier Charges

The designation of Primary and Non-Primary will be changed as follows: The EUCL, ARC, and PICC Residence Subscriber rate regulations are designated as either Primary or Non-Primary. The Primary rate is assessed to the residential subscriber line which is any or all of the following: (1) the only line provided at that service location; (2) the line designated as Primary by the billed party or parties at that service location when first ordering service; or (3) the first line installed at that location. Any additional residence exchange lines at the same service location, regardless of the named subscriber, will be assessed the Non-Primary rate. If the Primary line disconnects, the Non-Primary line with the greatest length of service will become the Primary line. Only one line at a service location can be classified as Primary, and all others are considered to be Non-Primary. A service location is defined as the Service Address identified by the Telephone Company using its billing and service records. (N)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(A) End User Common Line and Presubscribed Interexchange Carrier Charges (Cont'd)

The Telephone Company will use its own service records in the designation of an exchange residence line as Primary or Non-Primary. Such service records typically contain Customer Class of Service, Universal Service Order Codes (USOCs), Field Identifiers (FIDs), Service Address and other information which will assist the Telephone Company in the designation.

(B) Access Recovery Charge* (N)

Customers assessed a Subscriber Line Charge as specified in Section 4.1.7(A) following will be assessed a flat-rated, monthly Access Recovery Charge (**ARC**) as specified in Section 4.1.7(E)(1) through (E)(6) following. ARCs will be billed to the associated end user or reseller of the local exchange services, with the exception of those customers who participate in the Lifeline Assistance Program. (N)

(C) For each Local Exchange Service provided as remote call forwarding residential service or remote call forwarding business service under the local general services tariffs, the SLC, ARC, and PICC rates do not apply. (T) (N)

For each local exchange service, other than local exchange service used for administrative purposes, provided to Radio Common Carriers and/or Maritime Radio Common Carriers under the local general services tariffs, the SLC, ARC, and PICC rates do not apply. (N)

* Not applicable to residence subscribers in the state of Virginia. (N)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(D) For business Centrex CO and Centrex CO-like service lines or trunks and Centrex Dormitory (Residence) Service office lines or trunks installed or on order prior to July 28, 1983, the SLC, the ARC Business Centrex Subscriber rate, and the PICC rates as set forth in 4.1.7 following apply to each line or trunk. (T) (N) (T)

For Centrex Dormitory (Residence) Service dormitory (residential) lines or trunks, the SLC Residence Subscriber - Individual line or trunk rate, the ARC Primary Residence Subscriber – Individual line or trunk rate, and Primary Residential PICC rates as set forth in 4.1.7 following apply to each line or trunk. (N) (N) (T)

For each additional line or trunk, the SLC Non-Primary Residence Subscriber rate, the ARC Non-Primary Residence Subscriber rate, and the PICC Non-Primary Residence Subscriber rate apply per additional line or trunk. (N) (N) (T)

Centrex CO is a service that (1) uses a portion of a Telephone Company switch located at the Telephone Company central office to meet the customer's internal needs and serves as the customer's interface with the local and interexchange networks and (2) links the customer's main stations to the Telephone Company switch with subscriber loops.

Centrex CO-like services are services (e.g., Airport Service) that operate in a manner that is the same as Centrex CO and (1) are provided using switches located at Telephone Company central offices and (2) link customer main stations to the Telephone Company switch with subscriber loops.

Centrex Dormitory (Residential) Service is a service to a college or university or school that serves both the university college or school offices and the students or faculty dormitory (residential) quarters. Residential charges will apply to the lines or trunks that serve dormitory quarters. Multiline Business charges will apply to the lines or trunks that serve the offices. Charges shall be based on the number of dormitory lines or trunks and office lines reported to the Telephone Company by the customer.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(E) (D)

(D)

For business Centrex service, the End User Common Line (EUCL), the ARC Business Centrex Subscriber rate, and the Presubscribed Interexchange Carrier Charge (PICC) Individual line or trunk rates apply to each line or trunk. The application of PICC business Centrex rate is based upon the number of lines or trunks in the Centrex service.

(F) When a pay telephone service provider is provided a pay telephone line, the SLC and the ARC Multiline Business Subscriber - Individual line or trunk rates apply to each line or trunk.

(G) When an end user is provided more than one local business exchange service in a state, whether provided by the local Telephone Company, other than that specified in (C) preceding and when the local business exchange service is provided under the local general services tariffs that is not covered by (D), (E) and (F) preceding, or a company reselling the local Telephone Company's service, the SLC, the ARC, and PICC Multiline Business Subscriber-Individual line or trunk rates as set forth in 4.1.7 following apply to each such local business exchange service.

(H) When an end user is provided only a single local business exchange service in a state, whether provided by the local Telephone Company, other than that specified in (C) preceding and when the local business exchange service is provided as a multiparty service under the local general services tariffs, or a company reselling the local Telephone Company's service, the SLC, the ARC, and PICC Single Line Business Subscriber - Individual line or trunk rates as set forth in 4.1.7 following apply to each such party.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(I) When an end user is provided only a single local business exchange service by the Telephone Company under the local general services tariffs, or by a company reselling the local Telephone Company's service, the SLC, the ARC and PICC Multiline Business Subscriber - Individual line or trunk rates as set forth in 4.1.7 following apply to even single business service. Such local business exchange service includes any other single local business exchange service not covered in (H) preceding.

(J) Reserved. (C)

(K) When an end user is provided a local residence exchange service in a state by the same Telephone Company, other than that specified in (C) preceding and when the local residence exchange service is provided under the local general services tariffs, the SLC, the ARC, and PICC Residence Subscriber - Individual line or trunk rates as set forth in 4.1.7(A) and (F) following apply to each such local residence exchange service. Such local residence exchange service includes any other local residence service not covered in (J) preceding under the local general services tariffs.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

(L) When an end user is provided a local residence exchange service and if the residential local exchange rate for such end user is a reduced residential local exchange rate based upon a means test that is subject to verification, the applicable SLC individual line or trunk rate in 4.1.7 following shall reduced by 100 percent, where applicable. In addition, when the end user has toll blocking, the PICC Residence Subscriber individual line or trunk will also be reduced by 100 percent. The following local residence exchange services are subject to the reduced SLC and PICC Residence Subscriber - Individual line or trunk rate: (T)

District of Columbia	Economy II
Maryland	Tel-Life
Virginia	Universal Service Plan

(M) For each local exchange service provided as Integrated Services Digital Network (ISDN) Basic Service under the general and/or local exchange service tariffs, the SLC, the ARC, and the Presubscribed Interexchange Carrier Charge (PICC) - BRI ISDN rates apply per service. ISDN Basic Service consists of two communications channels and a third channel for call control and data transmission. (T) (N) (N)

(N) For business PRI (Primary Rate Interface) ISDN (Integrated Services Digital Network) service lines, the SLC, the ARC, and PICC rates as set forth in section 4.1.7 following apply to each line. (T) (N) (T) (T)

Integrated Services Digital Network (ISDN) is an end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN service consists of digital switching systems which connect Primary Rate Interface (PRI) lines to their serving central office.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

4.1.6.1 Rate Regulations for End User Port Charge

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges as specified in 4.1.7 following. These services include:

- Integrated Services Digital Network (ISDN) - Basic (BRI)
- Integrated Services Digital Network (ISDN) - Primary (PRI)
- Direct Inward Dialing (DID)

4.1.6.2 Federal Universal Service Fund (FUSF) Surcharge

The Federal Universal Service Fund (FUSF) Surcharge recovers the Telephone Company's contributions to the Universal Service Support Mechanisms. Customers may certify exemption from FUSF Surcharges at the ACNA level or at the BAN level. Certification at the ACNA level will exempt all BANs under that ACNA. Certification at the BAN level will exempt only the specified BANs. FUSF Surcharge exemption certification can be completed and submitted on the Telephone Company's web site at https://www.verizon.com/business/verizonpartnersolutions/resources/doing-business/fusf-surcharge-exemption/. (T) (T)

(A) Application of FUSF Surcharge to End User Access Service Charges

Customers assessed a Subscriber Line Charge as specified in Section 4.1.7(A) following will be assessed a flat-rated, monthly FUSF Surcharge as specified in Section 4.1.7(D)(1) through (D)(10) following. FUSF Surcharges will be billed to the associated end user or reseller of the local exchange services, with the exception of those customers who participate in the Lifeline Assistance Program.

Customers assessed a Presubscribed Interexchange Carrier Charge as specified in Section 4.1.7(B) following will be assessed an FUSF Surcharge on Presubscribed Interexchange Carrier Charge as set forth in Section 4.1.7(D)(13) following. Customers who participate in the Lifeline Assistance Program are not exempt from this Surcharge. The FUSF Surcharge will be determined by multiplying an FUSF Surcharge Factor, as set forth in Section 4.1.7(D)(13) following, by the Presubscribed Interexchange Carrier Charge.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.6 Rate Regulations (Cont'd)

4.1.6.2 Federal Universal Service Fund (FUSF) Surcharge (Cont'd)

(B) Application of FUSF Surcharge to Other Incidental Charges

Customers assessed Other Incidental Charges will be assessed the FUSF Surcharge on Other Incidental Charges as set forth in Section 4.1.7(D)(11) following. Customers who participate in the Lifeline Assistance Program are not exempt from this Surcharge. The FUSF Surcharge will be determined by multiplying an FUSF Surcharge Factor, as set forth in Section 4.1.7(D)(11) following, by the following applicable Other Incidental Charges: (T) (T)

- Change in Presubscription Charge as specified in Section 4.2(G) following

(C) Application of FUSF Surcharge to Special Access Services

An FUSF Surcharge will be assessed to customers who order Special Access services from this tariff. The FUSF Surcharge will be determined by multiplying an FUSF Surcharge Factor, as set forth in Section 4.1.7(D)(12) following, by the customer's interstate Special Access service monthly charges. (T)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges

	USOC	Monthly Rate	
(A) Subscriber Line Charge (SLC)			
(1) Residence Subscriber - Primary - Individual line or trunk, each			
District of Columbia	9LM	$ 4.33	(R)
Delaware	9ZR11	6.50	
Maryland	9LM	6.34	(R)
New Jersey	9LM	6.50	
Pennsylvania	9ZR11	6.50	
Virginia	9LM	6.50	
(2) Residence Subscriber - Non-Primary - Individual line or trunk, each			
District of Columbia	9LMMR	4.33	(R)
Delaware	9ZRMR	7.00	
Maryland	9LMMR	6.34	(R)
New Jersey	9LMMR	7.00	
Pennsylvania	9ZRMR	6.50	
Virginia	9LMMR	6.86	(R)
(3) Single Line Business Subscriber - Individual line or trunk, each			
District of Columbia	9LM	4.33	(R)
Delaware	9ZR22	6.50	
Maryland	9LM	6.34	(R)
New Jersey	9LM	6.50	
Pennsylvania	9ZR22	6.50	
Virginia	9LM	6.50	

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)
4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

	USOC	Monthly Rate	
(A) Subscriber Line Charge (SLC) (Cont'd)			
(4) Multiline Business Subscriber - Individual line or trunk, each			
District of Columbia	9ZR	$ 4.33	(R)
Delaware	9ZR	7.72	|
Maryland	9ZR	6.34	|
New Jersey	9ZR	7.32	|
Pennsylvania	9ZR	6.63	|
Virginia	9ZR	7.14	(R)
(5) Centrex CO and CO-Like (Installed or on Order Prior to July 28, 1983) - Individual line or trunk, each			
District of Columbia	9ZR	$ 4.33	(R)
Delaware	9ZR	7.72	|
Maryland	9ZR	6.34	|
New Jersey	9ZR	7.32	|
Pennsylvania	9ZR	6.63	|
Virginia	9ZR	7.14	(R)
(6) PRI – ISDN			
District of Columbia	9ZRP1	21.65	(R)
Delaware	9ZRP1	38.60	|
Maryland	9ZRP1	31.70	|
New Jersey	9ZRP1	36.60	|
Pennsylvania	9ZRP1	33.15	|
Virginia	9ZRP1	35.70	(R)
(7) BRI - ISDN			
District of Columbia	9ZRB1	4.33	(R)
Delaware	9ZRB1	7.00	
Maryland	9ZRB1	6.34	(R)
New Jersey	9ZRB1	7.00	
Pennsylvania	9ZRB1	6.50	
Virginia	9ZRB1	6.86	(R)

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ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

	USOC	Monthly Rate	(T)
(B) Presubscribed Interexchange Carrier Charges (PICC)			
(1) Residence Subscriber - Primary - Individual line or trunk, each			
All States	PZZ1X, PZZBX	0.00	
(2) Residence Subscriber - Non-Primary - Individual line or trunk, each			
All States	PZZ7X, PZZCX	0.00	
(3) Single Line Business Subscriber - Individual line or trunk, each			
All States	PZZ2X	0.00	
(4) Multiline Business Subscriber - Individual line or trunk, each			
All States	PZZ3X	0.00	
(5) Business Centrex (Non-ISDN) - Individual Business Centrex Service, each			
All States			
- 1 Line	PZZDX	0.00	
- 2 Lines	PZZEX	0.00	
- 3 Lines	PZZFX	0.00	
- 4 Lines	PZZGX	0.00	
- 5 Lines	PZZHX	0.00	
- 6 Lines	PZZJX	0.00	
- 7 Lines	PZZKX	0.00	
- 8 Lines	PZZLX	0.00	
- 9 Lines and over	PZZAX	0.00	
(6) PRI-ISDN Subscriber - Per Facility	PZZ9X	0.00	
(7) BRI-ISDN Subscriber - Per Facility	PZZ5X	0.00	(T)

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ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

	USOC	Monthly Rate	
(C) End User Port Charges			
(1) Digital Transport Facility provided as ISDN Basic Service (BRI), each service			
All States	9PZB1	$ 1.52	
(2) Digital Transport Facility provided as ISDN Primary Service (PRI), each service			
All States	9PZP1	23.43	
(3) Direct Inward Dialing (DID), each line or trunk			
All States	9PZDD	0.70	
(D) Federal Universal Service Fund (FUSF) Surcharge			
(1) Primary Residence Subscriber and Primary Residence Centrex Subscriber - Individual Line or Trunk, each			
District of Columbia		1.57	(I)
Delaware		2.94	(I)
Maryland		2.18	(I)
New Jersey		2.24	(I)
Pennsylvania		2.94	(I)
Virginia		2.24	(I)
(2) Single Line Business Subscriber - Individual Line or Trunk, each			
District of Columbia		1.57	(I)
Delaware		2.94	(I)
Maryland		2.88	(I)
New Jersey		2.94	(I)
Pennsylvania		2.94	(I)
Virginia		2.94	(I)
(3) Non-Primary Residence and Non-Primary Centrex Residence Subscriber - Individual Line or Trunk, each			
District of Columbia		1.57	(I)
Delaware		3.11	(I)
Maryland		2.18	(I)
New Jersey		2.41	(I)
Pennsylvania		2.94	(I)
Virginia		2.36	(I)

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

	USOC	Monthly Rate	
(D) Federal Universal Service Fund (FUSF) Surcharge (Cont'd)			
(4) BRI ISDN Subscriber - ISDN Basic Service, each			
District of Columbia		$ 2.75	(I)
Delaware		7.16	(I)
Maryland		5.30	(I)
New Jersey		6.12	(I)
Pennsylvania		6.70	(I)
Virginia		5.01	(I)
(5) PRI ISDN Subscriber - Digital Transport Facility provided as ISDN Primary Service, each service			
District of Columbia		26.93	(I)
Delaware		51.82	(I)
Maryland		37.14	(I)
New Jersey		43.14	(I)
Pennsylvania		47.24	(I)
Virginia		35.40	(I)
(6) Multiline Business Subscriber – Other (non-PBX) - Individual Line or Trunk, each			
District of Columbia		3.27	(I)
Delaware		7.18	(I)
Maryland		4.93	(I)
New Jersey		5.92	(I)
Pennsylvania		6.33	(I)
Virginia		4.82	(I)
(7) Multiline Business Subscriber - Payphone - Individual Line or Trunk, each			
District of Columbia		2.48	(I)
Delaware		3.64	(I)
Maryland		3.17	(I)
New Jersey		3.51	(I)
Pennsylvania		3.27	(I)
Virginia		3.44	(I)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

	USOC	Monthly Rate	
(D) Federal Universal Service Fund (FUSF) Surcharge (Cont'd)			
(8) Private Branch Exchange (PBX) Trunk with End User Port Charge (Direct Inward Dialing [DID]) - Individual Line or Trunk, each			
District of Columbia		$3.58	(I)
Delaware		7.65	(I)
Maryland		5.30	(I)
New Jersey		6.32	(I)
Pennsylvania		6.80	(I)
Virginia		5.15	(I)
(9) Private Branch Exchange (PBX) Trunk without End User Port Charge (all other PBX) - Individual Line or Trunk, each			
District of Columbia		3.27	(I)
Delaware		7.18	(I)
Maryland		4.93	(I)
New Jersey		5.92	(I)
Pennsylvania		6.33	(I)
Virginia		4.82	(I)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)
4.1 End User Access Service (Cont'd)
4.1.7 Rates and Charges (Cont'd)
(D) Federal Universal Service Fund (FUSF) Surcharge (Cont'd)

(10) Business Centrex Subscriber (non-ISDN) - Individual Business Centrex service, each

# Lines	DE		NJ		PA		Rate Per Line Per Month
1	$6.02	(I)	$4.92	(I)	$5.19		(I)
2	3.01	(I)	2.46	(I)	2.59		(I)
3	2.01	(I)	1.64	(I)	1.73		(I)
4	1.50	(I)	1.23	(I)	1.30		(I)
5	1.20	(I)	0.98	(I)	1.04		(I)
6	1.00	(I)	0.82	(I)	0.86		(I)
7	0.86	(I)	0.70	(I)	0.74		(I)
8	0.75	(I)	0.62	(I)	0.65		(I)
9 and over	0.67	(I)	0.55	(I)	0.58		(I)

	Monthly Rate	
District of Columbia		
First 1 – 9 lines (Flat Rate)	$2.49	(I)
10 lines and over (Per Line)	0.28	(I)
Maryland		
First 1 – 9 lines (Flat Rate)	$4.01	(I)
10 lines and over (Per Line)	0.45	(I)
Virginia		
First 1 – 9 lines (Flat Rate)	$4.00	(I)
10 lines and over (Per Line)	0.44	

(11) FUSF Surcharge on Other Incidental Charges – All States
An FUSF Surcharge Factor of 0.344 will be applied to the Change in Presubscription Charge. (I)

(12) Special Access Services FUSF Surcharge – All States
An FUSF Surcharge Factor of 0.344 will be applied to the customer's interstate Special Access monthly charges. (I)

(13) Presubscribed Interexchange Carrier Charge FUSF Surcharge – All States

An FUSF Surcharge Factor of 0.344 will be applied to the customer's Presubscribed Interexchange Carrier Charges. (I)

(14) FUSF Surcharge on Enterprise Infrastructure Solutions – All States

An FUSF Surcharge Factor of 0.344 will be applied to certain Enterprise Infrastructure Solutions services as specified in Section 10.9.9 following. (I)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

(E) Access Recovery Charge

	Monthly Rate	
(1) Primary and Non-Primary Residence Subscriber, - Individual Line or Trunk, each		
District of Columbia	$0.24	
Delaware	2.04	(R)
Maryland	0.00	
New Jersey	0.00	
Pennsylvania	2.04	(R)
Virginia	0.00	
(2) Single Line Business Subscriber - Individual Line or Trunk, each		
District of Columbia	0.24	
Delaware	2.04	(R)
Maryland	2.04	|
New Jersey	2.04	|
Pennsylvania	2.04	|
Virginia	2.04	(R)
(3) Multiline Business Subscriber - Individual Line or Trunk, each		
District of Columbia	2.87	(R)
Delaware	2.87	|
Maryland	2.87	|
New Jersey	2.87	|
Pennsylvania	2.87	|
Virginia	2.87	(R)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

(E) Access Recovery Charge (Cont'd)

	Monthly Rate	
(4) Business Centrex - Individual Line, each		
District of Columbia	$1.16	(R)
Delaware	1.16	|
Maryland	1.16	|
New Jersey	1.16	|
Pennsylvania	1.16	|
Virginia	1.16	(R)
(5) PRI - ISDN - Digital Transport Facility provided as ISDN Primary Service, each service		
District of Columbia	14.35	(R)
Delaware	14.35	|
Maryland	14.35	|
New Jersey	14.35	|
Pennsylvania	14.35	|
Virginia	14.35	(R)
(6) BRI – ISDN - ISDN Basic Service, each		
District of Columbia	0.24	
Delaware	2.04	(R)
Maryland	2.04	|
New Jersey	2.04	|
Pennsylvania	2.04	|
Virginia	2.04	(R)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont’d)

4.1.7 Rates and Charges (Cont’d)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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4. End User Access Service and Presubscription (Cont'd)

4.1 End User Access Service (Cont'd)

4.1.7 Rates and Charges (Cont'd)

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ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription

(A) General

(1) Presubscription is a procedure whereby an end user or a Payphone Service Provider may select and designate a preferred carrier to complete interLATA and intraLATA toll calls without dialing an access code. The end user or Payphone Service Provider may designate a carrier for interLATA calls, a different carrier for intraLATA calls, or the same carrier for both, provided the carrier furnishes interLATA and intraLATA toll services. The preferred carrier chosen for intraLATA toll service will be used to carry all of the end user's intraLATA toll calls. This carrier is referred to as the end user or Payphone Service Provider's preferred intraLATA toll provider (ITP). (T)

(2) Each carrier will have one or more access codes assigned to it for various types of service. When an end user or a Payphone Service Provider selects a carrier as its preferred carrier, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Payphone Service Provider without dialing an access code. Should the same end user or Payphone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Payphone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s). (T)

(3) Carriers must use Feature Group D Switched Access Service to qualify as interLATA and intraLATA toll providers. (T)

(4) Selection of an interLATA and/or intraLATA carrier by an end user or a Payphone Service Provider is subject to the terms and conditions contained in (B) through (G) following. (T)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(A) General (Cont'd)

(5) A nonrecurring charge, as set forth in (G) following, to process a change in Presubscription is bifurcated into four (4) separate nonrecurring charges and applies as follows: (C)

(a) A nonrecurring charge, as set forth in (G)(1)(a) following, applies when the request to change Presubscription is submitted through electronic methods without a request to change the intraLATA primary interexchange carrier (LPIC) on the same line and on the same order. (T) (C) (C)

(b) A nonrecurring charge, as set forth in (G)(1)(b) following, applies when the request to change Presubscription is submitted through manual methods without a request to change the LPIC on the same line and on the same order. (T) (C) (C)

(c) A nonrecurring charge, as set forth in (G)(2)(a) following, applies when the request to change Presubscription is submitted through electronic methods together with a request to change the LPIC on the same line and on the same order. (N)

(d) A nonrecurring charge, as set forth in (G)(2)(b) following, applies when the request to change Presubscription is submitted through manual methods together with a request to change the LPIC on the same line and on the same order. (N)

As used above, manual methods are (i) personal interaction between a customer, or a person acting on behalf of a customer, and a Telephone Company employee; and (ii) any facsimile or written submissions from a customer, or a person acting on behalf of a customer, to a Telephone Company service center. Electronic methods shall include all other methods. If a request utilizing an electronic method results in manual processing, the electronic nonrecurring charge shall apply upon completion of the request. For orders submitted electronically through customer account record exchange (CARE) transactions, a change to both the PIC and LPIC on the same line will be considered to be on the same order if it is submitted in a single CARE record for that line. (C) (C)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(B) End User/Payphone Service Provider Choice Discrepancy

(1) When a discrepancy is determined regarding an end user or Payphone Service Provider's designation of a preferred interLATA or intraLATA toll carrier, the following applies, depending upon the situation described:

- When two or more orders are received for an end user or a Payphone Service Provider line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

- If an end user or Payphone Service Provider denies requesting a change in carrier, as submitted by an interLATA or intraLATA toll provider, the carrier will be assessed all applicable change charges. The nonrecurring change charge will apply separately to both interLATA and intraLATA toll presubscription changes and is provided in 4.2(G) following.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(C) PIC Change Options

(D)

The PIC Change Service Option provides carriers the ability to request PIC conversions resulting from mergers (acquisitions) and/or separation of operations. This service allows a carrier with an established carrier identification code (CIC) to merge with one or more carriers with a different CIC or to separate its current operation into more than one entity. The Telephone Company will change each presubscribed line from the previous carrier to the new carrier's CIC on a mass conversion basis. The PIC change charge as specified in (G) following will apply per line. This option is only available with PIC conversions resulting from mergers and/or separation activities under which the requesting carrier must provide the Telephone Company a copy of the document(s) indicating the completion of the merger/separation activities. This option is not available for presubscription changes submitted for public or semi-public pay telephones. (T)

Confirmation notification will be forwarded to the carrier via a Telephone Company Mechanized Interface using the industry standard Customer Account Record Exchange (CARE) format. CARE provides a mechanized format for the exchange of customer information between the Telephone Company and the carrier(s).

(D)
(D)

(T)
(T)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(D) Presubscription Charge Application

(1) Reserved for Future Use (C)

(D)

(D)

(D)

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(T)
(T)

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(D) Presubscription Charge Application (Cont'd)

(2) Initial Free Presubscription Choice for New Users

New end users or Payphone Service Providers who subscribe to service, including an existing customer who orders an additional line, will be asked to select a preferred carrier when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon a carrier at the time, the customer will have 30 days following completion of the service request to make a preferred carrier choice without charge. In the interim, the customer will be assigned a PIC-NONE and will have to dial an access code to make interLATA or intraLATA toll calls. The free selection period available to new end users or Payphone Service Providers is the period within thirty days of installation of the new service. (D)

Initial free selections available to new end users or Payphone Service Providers are:

(a) Designate a carrier as their preferred carrier thereby requiring no access code to access that carrier's service. Other carriers are accessed by dialing 101XXXX or other required codes.

(b) Choose no carrier as a preferred carrier thus requiring 101XXXX code dialing to access all carriers. This choice can be made by directly contacting the Telephone Company. In addition, new end users or Payphone Service Providers that do not select a preferred carrier will be assigned as PIC-NONE.

Following a new end user's or Payphone Service Provider's initial free selection, any subsequent selection made following implementation of interLATA or intraLATA toll presubscription is subject to a nonrecurring charge as set forth in (G) following.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(D) Presubscription Charge Application (Cont'd)

(3) Cancellation of InterLATA or IntraLATA Toll presubscription by a Carrier

If a carrier elects to (Z)
discontinue Trunkside BSA-101XXXX Option and Feature Group D service after the implementation of interLATA or intraLATA toll presubscription, the carrier is obligated to contact in writing all end users or Payphone Service Providers who have selected the cancelling carrier as their preferred carrier. The carrier must inform these end users or Payphone Service Providers of the cancellation, request that the end users or Payphone Service Providers select a new carrier, and state that the cancelling carrier will pay any applicable change charge.

(4) Presubscription Change Charge Billing Option

At the option of the ITP, the nonrecurring charge for a change in presubscription, as set forth in (G) following, may be billed to the ITP instead of the End User.

(a) Reverse Billing

The Reverse Billing Option is available to interLATA and intraLATA toll providers for End User-initiated PIC change orders placed at the Telephone Company's Residence or Business Service Centers. The nonrecurring (D)
charge for all of the ITP's end user-initiated PIC change orders placed at the Telephone Company's Residence or Business Service Centers will be assessed (D)
to the ITP, instead of the End User as specified in section (G) following.

The ITP must notify the Telephone Company in writing of its election to establish and/or cancel the Reverse Billing option. Establishment and/or cancellation will be effective within ten (10) business days from the date the Telephone Company receives written notification and must be in effect for a minimum of six months. The ITPs electing to participate in the Reverse Billing Option will be assessed the applicable PIC change charge (s) as specified in Section (G) following.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(D) Presubscription Charge Application (Cont'd)

(5) Unauthorized Preferred Carrier Change

An Unauthorized Preferred Carrier Change is a change in the preferred interLATA or intraLATA toll carrier that the end user or Payphone Service Provider denies authorizing.

If an end user or Payphone Service Provider denies authorizing a change in interLATA and/or intraLATA toll presubscription as submitted by the alleged unauthorized toll carrier, the alleged unauthorized toll carrier will be assessed the Presubscription Change Charge as specified in Section 4.2(G) following or the appropriate state access tariff for:

- The disputed Presubscription Change Charge billed to the end user or Payphone Service Provider, and
- The applicable Presubscription Change Charge for restoring the end user or Payphone Service Provider to its previous preferred interLATA or intraLATA toll carrier.

In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized carrier is entitled to receive full payment from the end user or Payphone Service Provider for all services provided. In such situations, any Presubscription Change Charge assessed against the alleged unauthorized carrier by the Telephone Company are subject to rebilling to the end user or Payphone Service Provider by the alleged unauthorized carrier.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(E) PIC NONE (T)

(1) When an end user does not want to be presubscribed to any carrier, or when a carrier submits a request to remove their PIC from an end user's line, the end user will be required to dial 101XXXX or other access code (i.e., 950-XXXX) for all calls to all carriers. This line condition, designated PIC NONE, is considered a PIC change for purposes of administering the rates contained in this tariff. PIC NONE changes can only be made by the end user or by the carrier to whom the end user's line is presubscribed. (C)

(D)

(D)

(2) End User Presubscription Charges - PIC NONE (C)

Presubscription Charges, as described in (A)(5) preceding, will apply to the end user as follows:

(a) When an end user submits a request to the Telephone Company to remove the PIC from the end user’s line, the applicable nonrecurring charge set forth in (G) following applies to the end user.

(b) When a carrier submits a request to the Telephone Company on behalf of the end user to remove the carrier as the end user’s PIC, the carrier must inform the Telephone Company that the end user desires to have no PIC. In such cases, the applicable nonrecurring charge set forth in (G) following applies to the end user.

(c) For (E)(2)(b) preceding, the Telephone Company will verify that the end user's line is currently presubscribed to the carrier submitting the request. If the end user's line is currently presubscribed to the carrier submitting the request, then the Telephone Company will remove such carrier’s PIC from the line thereby changing the end user's line PIC designation to PIC NONE. (C)

Certain material previously appearing on this page currently appears on Original Page 4-40.1

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(E) PIC NONE (Cont'd)

(3) Carrier Presubscription Charges - PIC NONE (C)

Presubscription Charges, as described in (A)(5) preceding, will apply to the carrier as follows:

(a) When a carrier submits a request to the Telephone Company on its own behalf to remove its PIC from an end user's line, the applicable nonrecurring charge set forth in (G) following applies to the carrier.

(b) For (E)(3)(a) preceding, the Telephone Company will verify that the end user's line is currently presubscribed to the carrier submitting the request. If the end user's line is currently presubscribed to the carrier submitting the request, then the Telephone Company will remove such carrier's PIC from the line thereby changing the end user's line PIC designation to PIC NONE. (C)

(4) The Telephone Company is not liable for any dispute of the change in PIC selection to PIC NONE resulting from a carrier's notification to the Telephone Company. (T) (M) (x) (M) (x) (D)

(x) Certain material currently appearing on this page previously appeared on Original Page 4-40

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(F) 1+ Coin Sent-Paid Presubscription

(1) 1+ coin sent-paid interLATA access provides the ability for the Telephone Company to route 1+ coin sent-paid interLATA traffic to the 0+ presubscribed provider directly or, to its subcontracted provider. The presubscribed provider has the option to receive both 0+ and 1+ interLATA calls originating from Telephone Company public and semipublic coin telephones, or to select one subcontracted provider per LATA to receive the 1+ coin sent-paid interLATA traffic, or it can continue to default the 1+ coin sent-paid interLATA traffic to the existing Interexchange Carrier which handles 1+ coin sent-paid interLATA calls from the Telephone Company's public pay telephones until the 0+ presubscribed provider is ready to handle such traffic. 0+ presubscribed providers choosing to either carry or subcontract 1+ coin sent-paid interLATA traffic must provide a Letter of Intent (LOI) to the Telephone Company. If the 0+ presubscribed provider does not submit a LOI indicating whether 1+ coin sent-paid interLATA traffic shall be routed to itself or to a subcontracted provider, the 1+ coin sent-paid interLATA traffic will continue to be routed to the existing 1+ coin sent-paid interLATA carrier until such time as the 0+ presubscribed provider submits a LOI followed by an Access Service Request. If the 0+ presubscribed provider subcontracts the 1+ coin sent-paid interLATA traffic, the presubscribed provider is solely responsible for all 0+ and 1+ interLATA calls originating from the Telephone Company public and semipublic coin telephones.

If the 0+ presubscribed provider subcontracts the 1+ coin sent-paid interLATA traffic, the Telephone Company must also receive a Letter of Authorization (LOA) from the 0+ presubscribed provider or the subcontracted provider, stating that the subcontracted provider agrees to accept and transport the 1+ coin sent-paid interLATA traffic, prior to routing such traffic to the subcontracted provider. If the 0+ presubscribed provider selects a subcontracted provider to handle 1+ coin sent-paid interLATA traffic, any arrangements will be solely between the presubscribed provider and its subcontracted provider.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

(F) 1+ Coin Sent-Paid Presubscription (Cont'd)

(2) Where a presubscribed provider which handles 0+ interLATA traffic from the Telephone Company's public or semipublic telephone selects, on a LATA by LATA basis, a subcontracted provider to handle the 1+ coin sent-paid interLATA traffic, it shall be the sole duty and obligation of the customer to make any and all arrangements for access billing and settlement with the subcontracted provider. The Telephone Company shall be indemnified, defended and held harmless by the presubscribed provider and the subcontracted provider for any and all claims arising out of any act or omission of the presubscribed provider and/or subcontracted provider relating to access billing, settlement of arrangements and any other issue concerning the relationship between the presubscribed provider and its authorized subcontracted provider.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.2 Presubscription (Cont'd)

	RATE	USOC	
(G) The charge for a change in Presubscription +* - per Telephone Exchange Service Line, Trunk, or Pay Telephone			
(1) When Presubscription change is requested without an LPIC change request on the same line and on the same order:			
(a) Electronically requested Presubscription	$1.25	--	(I)
(b) Manually requested Presubscription	5.50	--	(I)
(2) When Presubscription change is requested together with an LPIC change request on the same line and on the same order:			
(a) Electronically requested Presubscription	0.63	--	(R)
(b) Manually requested Presubscription	2.75	--	(R)

+ Where these charges are applicable to a subscriber or end user under this tariff, except as set forth in (E)(2)(b) preceding, a carrier may make arrangements with the Telephone Company to pay these charges on behalf of the subscriber or end user.

* For customers in Washington, D.C., this charge will apply separately to both interLATA and intraLATA toll presubscription changes, except when the request is to change the toll provider for both interLATA and intraLATA services at the same time, for the same line, and on the same order. In this case, a single charge will apply per line.

ACCESS SERVICE

4. End User Access Service and Presubscription (Cont'd)

4.3 Auto Transfer

(A) Auto Transfer is an option provided by the Telephone Company that will allow for the transfer of residential end users to their requested presubscribed Interexchange Carrier, when that Interexchange Carrier is an Auto Transfer participant.

When an end user establishing or changing a service accepts a transfer to their presubscribed Interexchange Carrier, the Telephone Company will transfer the end user by dialing a dedicated Toll Free* number designated by the Interexchange Carrier, and then drop off the line.

Transfers will be made only during normal Telephone Company business office hours in accordance with local scheduling.

A charge as set forth below will be assessed to the participating Interexchange Carrier for each end user call transferred to that Interexchange Carrier.

(1) Auto Transfer	Rate	USOC
-per call Transferred	$0.35	

* "Toll Free" service includes any access service which utilizes the following NPA's: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service

This tariff contains ordering options for Switched Access Service and Special Access Service Non-Competitive End User Channel Terminations (and associated optional features and functions). Ordering options for the other Special Access Service components needed to complete a circuit are available as described in Section 1.1 preceding. (N)

5.1 General

This section sets forth the regulations and order related charges for Access Orders for Switched Access and Special Access Non-Competitive End User Channel Terminations. These charges are in addition to other applicable charges as set forth in other sections of this tariff. (T) (C)

An Access Order is an order to provide the customer with Switched Access Service or Special Access Non-Competitive End User Channel Terminations or to provide changes to existing services. (C) (C)

5.1.1 Ordering Conditions

A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2 following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

  Orders for Lineside BSA and Feature Group A Switched Access Service shall be in lines.

  Orders for Trunkside BSA - 950 Option and Feature Group B Switched Access Service shall be in trunks.

  The order date, which is known as the Application Date, is the date on which the Telephone Company receives a firm commitment and sufficient information from the customer to allow processing of the Access Order. The customer is advised of the critical events in the provisioning process, the Application Date, the Scheduled Issue Date, the Design Layout Report Date, the Records Issue Date, Wired and Office Tested Date, Plant Test Date and Service Date, at the time the Telephone Company gives the customer a firm confirmation. This firm order confirmation is forwarded to the customer on the date which all information to process the ASR is available.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.1 General (Cont'd)

5.1.2 Provision of Other Services

(A) In addition to Switched and Special Access Services, other services offered under this Tariff shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these other services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

(B) With the agreement of the Telephone Company, other services set forth in (A) preceding, may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.2(C) following will apply when an engineering review is required.

(C) Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in 13.1 following and are in addition to the regulations, rates and charges specified in this section.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.1 General (Cont'd)

5.1.3 Special Construction

When the Telephone Company determines that the installation of service meets the guidelines of the special construction tariffs, the customer is notified and conditions are negotiated as prescribed by the special construction tariffs. A joint planning meeting between customer and the Telephone Company may be held to minimize any special construction charges.

The regulations, rates and charges for interstate special construction are set forth in the tariffs as defined in Section 1. preceding and are in addition to the regulations, rates and charges specified in this section.

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order

An Access Order is used by the Telephone Company to provide a customer Access Service as follows:

- Switched Access Services as set forth in Section 6 following,
- Special Access Services as set forth in Section 7 following, (D)
- Other Services as set forth in Section 5.1.2 preceding.

(A) When a customer requests new or additional Switched Access Services, one or more access orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for service, the customer shall specify, at a minimum, information for the Entrance Facility, as described in (1) following, Direct Trunked Transport Facility, as described in (2) following, and/or Tandem Switched Transport, as described in (3) following. This information is in addition to the basic Lineside or Trunkside Switched Access Service arrangement (BSA or FG) as described in (4) and (5) following respectively.

(1) When the customer orders an Entrance Facility for Switched Access Service (as described in Section 6.1.2 following), the customer must specify the customer-designated premises and the type of facility, IEF, DS3, DS1, or Voice Grade, being requested between the customer's premises and the serving wire center (SWC) of that premises. The customer shall specify their facility terminating interface and the appropriate multiplexing options if desired at the SWC.

(2) When the customer orders Direct Trunked Transport (as described in Section 6.1.2 following) for Lineside or Trunkside Access, the customer must specify whether the Entrance Facility that interfaces with the Direct Trunked Transport facility is new or existing. If the Entrance Facility is new, the customer shall order the Entrance Facility as described in (1) preceding. If the Entrance Facility is existing, the customer shall provide the Circuit Identification of the existing facilities that will be utilized for the Direct Trunked Transport. The Entrance Facility capacity must be the same capacity as the Direct Trunked Transport or higher. The customer shall specify the type of Direct Trunked Transport facility, DS3, DS1, or Voice Grade, being requested between the SWC of the customer's premises and the end office switch and any multiplexing options desired at the end office. In addition, the customer must order Lineside or Trunkside Access at the same time as described in (4) and (5) following.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

(A) (Cont'd)

(3) When the customer orders Tandem Switched Transport for Trunkside Access, the customer must specify whether the Entrance Facility that interfaces with the Tandem Switched Transport is new or existing. If the Entrance Facility is new, the customer shall order the Entrance Facility as described in (1) preceding. If the Entrance Facility is existing, the customer shall provide the Facility Identification of the facilities to be utilized. Tandem Switched Transport is only available with Trunkside Switched Access and must be ordered in trunks as set forth in (A)(5) following.

(4) When the customer orders FGA/Lineside Switched Access Service, the customer must have capacity available on an existing Entrance Facility and/or Direct Trunked Transport facility with compatible interfaces or request an Entrance Facility and/or Direct Trunked Transport facility as described in (1) and (2) preceding. Tandem Switched Transport is not available for FGA/Lineside Switched Access. If the Entrance Facility and/or Direct Trunked Transport facility are existing, the customer shall provide the Facility Identification of the facilities to be utilized. The customer shall also specify the number of lines and the first point of switching (i.e., dial tone office), the Switched Transport options and Local Switching options desired. In addition, the customer shall specify whether the ordered line(s) is for FX/ONAL service or MTS/WATS-type service. If the customer specifies MTS/WATS-type service, it shall also specify which lines are to be arranged in multiline hunt group arrangements and which lines are to be provided as single lines. Lineside BSA and Feature Group A service will only be provided in switch types with technical capabilities to provide terminating call screening and individualized call billing detail for both originating and terminating traffic. Existing Lineside BSA and FGA customers (Service in place prior to January 1, 1986) provided service out of offices not possessing these technical capabilities may retain their existing services and may continue to add or subtract lines. (D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

(A) (Cont'd)

(5) When the customer orders Trunkside Switched Access Service, the customer must have capacity available on an existing Entrance Facility with a compatible interface or request an Entrance Facility as described in (1) preceding. In addition, the customer must specify if Direct Trunked Transport or Tandem Switched Transport is to be utilized. If Direct Trunked Transport is requested the customer must specify whether the Direct Trunked Transport facility is new or existing. If the Direct Trunked Transport facility is new, the customer may order the Direct Trunked Transport facility as described in (2) preceding. If the Direct Trunked Transport facility is existing, the customer shall provide the Circuit Identification of the facility to be utilized. Trunkside Switched Access utilizing Direct Trunked Transport must be ordered in trunks as set forth in (A)(2) preceding. If Tandem Switched Transport is requested, the customer may order Trunkside Switched Access in trunks as set forth in (A)(3) preceding.

For Trunkside BSA - 950 Option and Feature Group B Switched Access Service, the customer shall specify the number of trunks and the end office when Direct Trunked Transport routing to the end office is desired or the access tandem switch when Tandem Switched routing is desired via an access tandem switch and Switched Transport options and Local Switching options desired. When ordering Trunkside BSA - 950 Option and FGB trunks to an access tandem, the customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Telephone Company in its own efforts to project further facility requirements. In addition, the customer shall also specify for terminating only access whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The basic traffic type must also be specified using the same categories as described in 6.1.1(H) following, to enable efficient provisioning and billing functions.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

- For Trunkside BSA-101XXXX Option and Feature Group D Switched Access Service, the customer shall specify the number of trunks desired between their premises and an entry switch. The customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem or entry switch to assist the Telephone Company in its own efforts to project future facility requirements. When service is ordered to an access tandem, the guidelines as specified in 6.6.2 apply. This information is used to determine the number of transmission paths as set forth in 6.6.5 following. The basic traffic type must also be specified using the same categories as described in 6.1.1(H) following, to enable provisioning and billing functions. (D)

- For Trunkside BSA-101XXXX Option and Feature Group D Switched Access Service with out of band signaling, in addition to information listed in 5.2 preceding, the customer shall specify a reference to existing out of band signaling connections or reference to a related signaling connection order in 6.2.8 following. The customer must also provide any out of band signaling Local Switching options. When ordering trunks with out of band signaling, the customer shall provide STP point codes and location identifier codes, circuit identification codes and switch type. In addition, the customer shall also specify, for out of band signaling connections the level of diversity in its network as defined in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and in Technical Reference GR-905-CORE, Issue 11.

- For Trunkside BSA-101XXXX Option and Feature Group D with out of band signaling, the customer shall work cooperatively with the Telephone Company to determine the number of out of band signaling connections required to handle its signaling traffic.

- For Billing Validation Service, in addition to information listed in 5.2 preceding, the customer shall specify a reference to existing out of band signaling connections in the LATA where the LIDB SCP is located or a reference to a related signaling connection order in 6.2.8 following. Customers ordering Billing Validation Service must identify all operator and other related switches (i.e., STP, SP), via point codes and location identifier codes, that will access the Telephone Company LIDB SCP.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

In addition, the customer shall also specify, for out of band signaling connections the level of diversity in its network as defined in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and in Technical Reference GR-905-CORE, Issue 11. Customers ordering Billing Validation Service are subject to the requirements specified in 2.3.9, 2.3.10(A)(4), and 2.3.10(A)(8).

- For Billing Validation Service, the customer shall work cooperatively with the Telephone Company to determine the number of out of band signaling connections required to handle the signaling for Billing Validation Service.

- When the office to which the customer is ordering service is a remote switching system (RSS) or remote switching module (RSM), the customer must also specify the end office that serves as the host switch for the RSS or RSM.

- When a customer orders Trunkside BSA-101XXXX Option or FGD, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- Non-Competitive End User Channel Termination connections with other network services, such as WATS Access Connection (WAC) may be ordered separately by a customer other than the customer which orders the Switched Access Service. (C)

- For the WATS Access Connection (WAC), used for the provision of WATS Access Line Service which provides transmission of interstate or international traffic (only in conjunction with Trunkside BSA-101XXXX Option and Feature Group D service), the customer shall specify the premises at which the WAC terminates, the type of line (i.e., two wire or four wire), the type of calling, (i.e., originating or terminating), the desired type of Code Screening (i.e., bound or unbound), the Network Channel Interface, the Technical Specifications Package, and any other service options. For WATS Access Line Service combined with Lineside BSA, Trunkside BSA - 950 Option, Feature Group A, or Feature Group B, when the end user's serving wire center is not a WSO or, if there is not sufficient capacity in the WSO, the Telephone Company will use the nearest WSO where capacity exists. For WATS Access Line Service combined with Trunkside BSA- 101XXXX Option or Feature Group D, when the customer's premises is not served by a Feature Group D office, the Telephone Company will use the nearest Trunkside BSA-101XXXX Option or Feature Group D office to provide service. Certain Trunkside BSA-101XXXX Option and Feature Group D offices, i.e., DMS 10 and #5ESS, do not have the WATS capability. The Telephone Company will use the nearest equipped Trunkside BSA-101XXXX Option or Feature Group D office to provide the service. The customer will be notified of the change and order modification charges will not apply.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

- When the Switched 56 (S56) Kilobit Service option, described in 6.3.2.3(A) following, is ordered for use with Trunkside BSA-101XXXX Option and Feature Group D service, the customer must specify the office where the Switched 56 Kilobit Service function is to be provided. Switched 56 Kilobit Service is available only in Telephone Company designated end offices. Trunkside BSA-101XXXX Option and Feature Group D trunks used for Switched 56 Kilobits Service are dedicated to carrying only Switched 56 Kilobit Service traffic and is ordered directly to the Switched 56 Kilobit Service end office. Switched 56 Kilobit Service trunks may be originating only, terminating only, or two way. (D)

(D)

ACCESS SERVICE

5.2 Access Order (Cont'd)

For Dedicated Network Access Links (DNALs), the customer must specify the customer premises involved, the type of DNAL (e.g., Metallic or Voice Grade), the channel interface, technical specifications package and options desired, and the Percent Interstate Usage (PIU)(DNAL PIU must be the same as the Lineside BSA PIU which utilizes the DNAL), in accordance with section 2.3.10, preceding.

Trunkside BSA-101XXXX Option and Switched Access Service FGD Services may be used to carry calls originated from a Telecommunication Relay Service (TRS) Center. Customers using their access service to carry TRS Center originated traffic may use existing tandem routed facilities, as specified preceding, or order a separate Trunkside BSA-101XXXX Option or Switched Access Service FGD Service to the tandem switch which serves the TRS Center.

In order to use existing Trunkside BSA-101XXXX Option or existing FGD facilities, the customer must place an order with the Telephone Company specifying which trunks will route TRS traffic. Existing facilities may be used only when such facilities terminate in the access tandem which serves the TRS Center.

ACCESS SERVICE

5.2 Access Order (Cont'd)

- 1+900 Access Service may be ordered on a Direct-Trunked Transport connection (only to equal access end offices with six digit translation capability), or via a Tandem Switched connection to an access tandem, at the option of the customer.

  For 1+900 Access Service, when the customer requires a separate trunk group for conventional signaling between the equal access tandem and the customer serving wire center, 1+900 Access Service traffic will be delivered via a separate 1+900 trunk or trunk group.

  500 Access and 1+900 Access Service are ordered on a statewide or LATA basis. Calls originating in a LATA in which the customer has not ordered 500 Access or 1+900 Access Service NXX codes activated will be blocked.

  0+900 Access Service is available on a per office basis, only when combined with 1+900 Access Service in those LATAs and for activated NXXs, where the customer has ordered 1+900 Access Service.

- For Directory Assistance Service, the customer shall specify the number of trunks from the customer's premises to the Directory Assistance location. If the Directory Assistance Service is to be combined with a Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, Feature Group B or D Switched Access Service, the customer shall also specify which Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, Feature Group B or D Switched Access Service trunk group is to be associated with the Directory Assistance Service. This information is used to determine the number of transmission paths as set forth in 9.2(E)(3) following. The customer then specifies the Directory Transport options. (D) | | (D)

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

- For Non-Competitive End User Channel Terminations, the customer must specify the customer premises or Hubs involved, the type of service (e.g. Voice Grade, High Capacity, etc.), the channel interface, technical specification package and options desired, and the Percent Interstate Usage (PIU) as greater than or less than 10%, in accordance with Section 2.3.12, preceding. For multipoint services, the channel interface at each premises may, at the request of the customer, be different; but all such interfaces shall be compatible. For multiplexed High Capacity systems ordered to Facility Hubs, the customer must designate Hubs, specify Connecting Facility Assignment (CFA), and control channel assignment and routing of the subtending services. Voice Grade services that are ordered with compatible digital interfaces but without channel and assignment data will be provisioned, where facilities permit, on Telephone Company DS1 facilities inventory. (C) (C) (D) (D) (D)

- When establishing Non-Competitive End User Channel Terminations under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the service user must provide to the Telephone Company the Connecting Facility Assignment (CFA) and the High Capacity Billing Account Number (HBAN) of the Host Subscriber. (C)

  Upon receipt of an ASR with the required fields populated indicating a signed letter of authorization exists for a Shared Network Arrangement from the Host Subscriber, the Telephone Company will undertake to connect the Service User's circuits to the Host's service and to establish and maintain separate billing for the Service User's portion of the service. In the event that the Service User's is requesting a subtending circuit from a Host Subscriber's multiplexer which is, in term, part of a separate Shared Network Arrangement with a third-party Host (a cascading Shared Network Arrangement), the Service User must also obtain and provide to the Telephone Company the appropriate HBAN and CFA of the third-party Host, in order to identify the complete circuit for purposes of maintenance and testing continuity.

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

- When the Shared Network Arrangement is requested for a service that will be provided over a Host Customer's DSR that is equipped with the Customer Service Management (CSM) optional feature as set forth in Section 23.1(K)(1) following, the Service User's Letter of Authorization must also include an acknowledgment that the Host Customer has the ability to perform CSM functions (e.g., reconfiguration) on the portion of the Service User's service that rides the DSR.

- When the Shared Network Arrangement is requested for a service that will be provided over a Host Customer's DSR that is equipped with the Direct TL1 Monitoring (DTM) optional feature as set forth in Section 23.1(K)(2) following, the Service User's Letter of Authorization must also include an acknowledgment that the Host Customer has the ability to perform DTM functions (e.g., monitoring) on the portion of the Service User's service that rides the DSR.

- For Verizon Dedicated SONET Ring (DSR), the Telephone Company will construct the customer's dedicated ring prior to issuance of an Access Service Request (ASR). The customer must provide the Telephone Company with complete and accurate information to design and construct the customer's dedicated ring. Construction will not begin until the customer and the Telephone Company agree on the design of the ring. The order date for the ring is the date on which the customer provides the Telephone Company with written or electronic authorization to begin construction. Upon subsequent notification by the Telephone Company that construction is complete, the customer must submit an ASR for the constructed service so that billing may commence. In the event that the customer cancels its request, or part of its request, for construction of the ring, or fails to subsequently issue the ASR so that billing of the constructed ring may commence, cancellation charges as set forth in 5.2.3(B)(4) following will apply. (D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

(D)

(D)

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5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

- Toll Free** Data Base Access Service as well as vertical features may be ordered via direct access to the centralized data base system [i.e., the Service Management System (SMS)] or via a Responsible Organization (RESP ORG) that has access to the SMS*. Access to the SMS may be via dial-up terminal access, dedicated terminal access, or mechanized generic interface access. Access to the SMS is provided for under a separate tariff filing (i.e., the Toll Free NASC/SMS Functions Tariff), and may be arranged through the Toll Free Number Administration Service Center (Toll Free NASC).

- Service Provider Number Portability Database Service (SPNP)

  For SPNP Database Service, customers must provide initial estimates of total annual call volumes, including busy hour query volume. The Telephone Company will utilize this information in its effort to project further facility requirements.

* The Service Management System is the main operations support system of Toll Free Data Base Service. It is used to create and update subscriber Toll Free records that are then downloaded to SCPs for handling subscriber's Toll Free calls. The system is also used to reserve and assign Toll Free numbers.

** "Toll Free" service includes any access service which utilizes the following NPA's: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

To estimate the amount of traffic to be generated to or from each end office subtending the entry switch or tandem, the BHMC may be determined by the customer in the following manner. For each day the customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 AM hour). The customer shall, for the same hour period (i.e. busy hour) pick the twenty consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The customer shall then determine the average busy hour minutes of capacity (i.e. BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive twenty business day period by 20. This computation shall be performed for each end office subtending an entry switch or tandem to which service is ordered. When Switched Access Service is ordered in trunks, the trunks may be determined by the customer in the following manner. For each day the customer shall determine the highest number of trunks in use for a single hour. The customer shall, for the same hour period (i.e., busy hour), pick the twenty consecutive business days in a calendar year which add up to the largest number of trunks in use. The customer shall then determine the average busy hour trunks by dividing the largest number of trunks in use figure, for the same hour period, for the consecutive twenty business day period by 20. This computation shall be performed for each end office and/or access tandem the customer wishes to serve.

Where the Non-Competitive End User Channel Termination is exempt from the Special Access Surcharge as set forth in Section 7.4.2, following, the customer shall furnish with the order the certification as set forth in Section 7.4.2, following. (C)

5.2.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.1 Access Order Service Date Intervals (Cont'd)

To the extent the Access Service can be made available with reasonable effort, the Telephone Company will provide the Access Service in accordance with the customer's requested interval, subject to the following conditions:

(A) Standard Interval

The Telephone Company shall publish or make available to requesting customers a schedule of Standard Intervals applicable for Switched and Special Access Services. The schedule specifies the services and the quantities of services that can be provided in the Standard Intervals. Individual copies of the "Verizon Schedule of Standard Intervals" will be made available to customers upon request. (T) (C)

Access Services provided in a Standard Interval will be installed during Telephone Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Telephone Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in 13.2.6 following.

(B) Negotiated Interval

The Telephone Company will negotiate a Service Date interval with the customer when:

(1) There is no Standard Interval for the service, or

(2) The customer requests a Service Date before or beyond the applicable Standard Interval Service Date, or

(3) The quantity of Access Services ordered exceeds the quantities specified in the Standard Intervals.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.1 Access Order Service Date Intervals (Cont'd)

(B) Negotiated Interval (Cont'd)

The Telephone Company will offer a Service Date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Telephone Company offered Service Date.

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(D)

All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is available for the customer's use or prior to the Service Date, whichever occurs first. The Telephone Company will endeavor to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the Access Order modification, the Telephone Company will schedule a new Service Date. All charges for Access Order modifications will apply on a per occurrence basis. (C) | | (C)

Any increase in the number of Special Access Service Non-Competitive End User Channel Terminations, Switched Access Service lines, trunks, Switched Transport facilities, or out of band signaling connections will be treated as a new Access Order (for the increased amount only). (C) (C)

If order modifications are necessary to satisfy the transmission performance for a Special Access Service Non-Competitive End User Channel Termination ordered by a customer, these changes will be made without order modification charges being incurred by the customer. (C) (C)

(A) Service Date Change Charge

(1) For Special Access Service Non-Competitive End User Channel Terminations, Access Order Service Dates for the installation of new services, but the new Service Date may not exceed the original Service Date by more than 30 calendar days except as specified following. When, for any reason, a customer or a customer's end user indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply. (C) (C) (D)

If a customer or a customer's end user is unable to accept service within 30 calendar days of the original Service Date, the customer may elect one of the following options:

(a) the customer may take no action, and the order will be cancelled by the Telephone Company on the 31st day with the appropriate Cancellation Charge as set forth in 5.2.3 following applied; or

(b) the customer may choose to commence billing for the service on the 31st day.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge (Cont'd)

(1) (Cont'd)

When a customer chooses the option to commence billing for the service on the 31st day, the customer must place an Access Order Modification to the existing Access Order prior to the 31st calendar day after the original service date to request a new service date. The new service date may not exceed the original service date by more than 120 calendar days. A Service Date Change Charge will not apply for such service date change; however, if subsequent additional service date changes are requested after calendar day 31, the Service Date Change Charge will apply, per request. (N)

When a customer chooses the option to commence billing for the service on the 31st day, monthly recurring charges for the service will begin accruing at calendar day 31 after the original service date. The initial or subsequent bill for the service will include these accrued charges and any applicable nonrecurring charges in addition to billable charges specified in Section 2.4.1(B) preceding.

If the customer requested service date is more than 120 calendar days after the original service date, or if the customer or the customer's end user is unable to accept the service within 120 calendar days of the original service date, the order will be cancelled by the Telephone Company on the 121st day. In the event of any such cancellation, or if the customer cancels the order after the 30th day, the customer will be billed the accrued monthly recurring charges specified preceding plus any applicable nonrecurring charges. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date. The customer will be responsible for applicable minimum period and termination liability charges. (N)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge (Cont'd)

(2) For services other than Special Access Services, Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of service, a Service Date Change Charge will apply. (C)(x) (M)

If the customer requested service date is more than 30 calendar days after the original service date, or if the customer or the customer's end user is unable to accept Access Service within 30 calendar days of the original service date, the order will be cancelled by the Telephone Company on the 31st day with the appropriate Cancellation Charge as set forth in 5.2.3 following applied. (M) (D)(x)

(x) Certain material on this page formerly appeared on Original Page 5-18.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(A) Service Date Change Charge (Cont'd)

(3) A new Service Date may be established that is prior to the original standard or negotiated interval Service Date if the Telephone Company determines it can accommodate the customer's request without delaying Service Dates for orders of other customers. If the Service Date is changed to an earlier date, the customer will be notified by the Telephone Company that a Special Handling Charge as set forth in (D) following will apply. Such charges will apply in addition to the Service Date Change Charge.

(4) Except as otherwise specified in (A)(1) preceding, a Service Date Change Charge will apply, on a per order per occurrence basis, for each Service Date changed.

When a Special Access Service is provided entirely or in part under this tariff, the Service Date Change Charge under this tariff will apply. (N) | (N)

The applicable charge is:

	USOC OMC	Charge	
Service Date Change Charge, Special Access Service, per order			
Price Cap		$150.00	(D)
All other services, per order		150.00	

(B) Partial Cancellation Charge

Any decrease in the number of ordered Non-Competitive End User Channel Terminations, Switched Access Service lines, trunks, or out of band signaling connections (OBSC) ordered will be treated as a partial cancellation and the charges as set forth in 5.2.3(B) following will apply. (C) (C)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Design Change Charges

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by the Telephone Company, of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group, Lineside BSA, Trunkside BSA, Switched Transport facilities, or Non-Competitive End User Channel Terminations type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. (C) (C)

The Telephone Company will review the requested change to determine if it can be accommodated and if a new Service Date is required. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is:

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(C) Design Change Charges (Cont'd)

When a Special Access Service is provided entirely or in part under this tariff, the Design Change Charge under this tariff will apply. (N) | (N)

	USOC	Charge	
Design Change Charges, Special Access Service, per order	H28		
Price Cap		$150.00	(D)
All other services, per order		150.00	

If a change of Service Date is required, the Service Date Change Charge as set forth in (A) preceding will also apply.

(D) Special Handling Charge

A Special Handling Charge will apply when a customer requests a Service Date that is earlier than the Standard Interval Service Date for the Access Service ordered. A customer may also request an earlier Service Date on negotiated interval Access orders.

The request for an earlier Service Date may be received from the customer prior to the issuance of an Access order, or after the Access order has been issued but prior to the Service Date.

The Telephone Company maintains exclusive right to accept or deny the request to expedite. If, upon reviewing availability of equipment and scheduled work load, the Telephone Company agrees to provide service on an expedited basis and the customer accepts this proposal, a Special Handling Charge will apply.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Special Handling Charge (Cont'd)

If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, then the Special Handling Charge will not apply.

In the event that the Telephone Company provides service on an expedited basis by customer request and the customer then delays service, an additional Service Date Change Charge beyond that specified in 5.2.2(A) preceding will be applied.

In the event that the customer cancels an expedite request, the Special Handling Charge will be added to the Cancellation Charge specified above.

A Special Handling Charge will not be applied to orders expedited for Telephone Company reasons.

If costs other than additional administrative expenses are to be incurred when Access order is expedited, the regulations, rates and charges for interstate special construction are as set forth in the tariffs as defined in Section 1, preceding.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.2 Access Order Modifications (Cont'd)

(D) Special Handling Charge (Cont'd)

When a Special Access Service is provided entirely or in part under this tariff, the Special Handling Charge under this tariff will apply. (N) | (N)

The nonrecurring Special Handling Charge to be applied to all Switched and Special Access orders processed on an expedited basis is as follows:

	USOC	Charge	
Special Handling Charge, Special Access Service Price Cap	EOD	$557.00	(D)
All other services, per order		557.00	

The Special Handling Charge will be billed in addition to the normal nonrecurring Access service charge and will be applied on a per order per occurrence basis.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

Subject to Section 5.2.2 preceding, a customer may negotiate an extension of a service date of an Access Order for installation of new services or rearrangements of existing services. (C)

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(D)

Costs incurred in conjunction with the provision of Switched or Special Access Service start on the Application Date as defined in (B)(2) following.

When the customer cancels an Access Order prior to being notified of the critical events in the Provisioning Process, as defined in (B)(2) following, no charges shall apply.

(B) Applicable charges are based on the amount of provisioning completed by the Telephone Company at the time the order is cancelled. The charges are determined based on the following:

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(1) Certain Telephone Company critical dates are associated with an Access Order provisioning interval, whether Standard or Negotiated. These dates are used by the Telephone Company to monitor the progress of the provisioning process. At any point in the Access Order provisioning interval the Telephone Company is able to determine which critical date was last completed and can thus determine what percentage of the Telephone Company's nonrecurring charge has been incurred.

(2) The critical dates tracked by the Telephone Company are as follows:

- Application Date (APP): The date the customer provides a firm commitment and sufficient information as detailed in 5.1 preceding to the Telephone Company. This is also the order date.

- Scheduled Issue Date (SID): The date that the order is to be entered in the Telephone Company's order distribution system.

- Design Layout Report Date (DLRD): The date the Design Layout Report (DLR) is to be forwarded to the customer. In the case of "Routing/Translation only"* orders, this date occurs when all necessary network design and layout information has been passed to the Translation Writing Organization.

- Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.

* Trunk Routing/Switch Translation (R/T) installation orders are those that require translations software changes only. Routing/Translation software installation includes, but is not limited to, Toll Free/900 NNX code changes.

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, is to be installed and tested and all translations loaded and checked.

- Plant Test Date (PTD): The date on which overall testing of the service is to be started. In the case of "Routing/Translation only" *orders, this date is when all individual office tests of the translations are completed.

- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.

(3) The amount of the total provisioning completed by the Telephone Company at a particular critical date varies by the type of service shown as following:

* Trunk Routing/Switch Translation (R/T) installation orders are those that require translations software changes only. Routing/Translation software installation includes, but is not limited to, Toll Free/900 NXX Code Changes.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

	APP	SID	DLRD	RID	WOT	PTD	
FGA[1]	0%	9%	19%	37%	100%	100%	
FGB[2]	0%	8%	17%	32%	100%	100%	
FGD[4]	0%	7%	18%	32%	100%	100%	
CCSAS	0%	7%	18%	32%	100%	100%	
OTS	0%	7%	18%	32%	100%	100%	
R/T*	0%	20%	50%	75%	90%	100%	
MT DNAL	0%	22%	39%	39%	68%	100%	
S56	0%	7%	18%	32%	100%	100%	
VG[6]	0%	8%	17%	17%	74%	100%	
WAC	0%	7%	18%	32%	100%	100%	(D)
DA	0%	10%	21%	21%	70%	100%	(D)
HC	0%	6%	21%	21%	74%	100%	

1 and Lineside BSA
2 and Trunkside BSA - 950 Option
4 and Trunkside BSA-101XXXX Option
6 and Voice Grade DNAL

* Trunk Routing/Switch Translation (R/T) installation orders are those that require translations software changes only. Routing/Translation Software installation includes, but is not limited to, 900 NXX code changes.

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ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) When a customer cancels an Access Order, or part of an Access Order, before the Service Date, the Telephone Company will apply cancellation charges to the order, unless the order is cancelled because the Telephone Company missed the Service Date.

When a Special Access Service is provided entirely or in part under this tariff, the Cancellation Charges under this tariff will apply. (N) (N)

Charges for the cancellation of a service are based on the amount of provisioning completed at the time of the request to cancel: (D)

(D)
(D)
(D)

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ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

- When a customer cancels the order or part of the order for its dedicated ring on the sixty-first (61st) day following written or electronic notification to the Telephone Company to begin construction of the ring, up to the date of notification that construction of the ring is complete, or the Access Service Request (ASR) is issued, whichever occurs first, cancellation charges as set forth following will apply. If the customer cancels the order, or part of the order, after construction is complete or the ASR is issued, minimum period charges and termination liability also apply. (M)

Cancellation charges for each service at each critical date are as follows: (M)

Material now appearing on this page formerly appeared on Pages 5-12.1 and 5-28.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)
5.2 Access Order (Cont'd)
5.2.3 Cancellation of an Access Order (Cont'd)
(B) (Cont'd)
(4) (Cont'd)

	APP	SID	DLRD	RID	WOT	PTD	
FGA[1]	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
FGB[2]	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
FGD[4]	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
CCSAS	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
							(D)
OTS	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
R/T	$0	$70.00	$175.00	$262.50	$315.00	$350.00	
S56	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
DA	$0	$75.00	$187.50	$375.00	$562.50	$750.00	
MT DNAL	$0	$20.00	$50.00	$100.00	$150.00	$200.00	(D)
VG[6]	$0	$75.00	$187.50	$375.00	$562.50	$750.00	(D)
							(D)
WAC	$0	$70.00	$175.00	$350.00	$525.00	$700.00	(T)
							(D)
							(D)
							(D)
							(D)
							(D)

1 and Lineside BSA
2 and Trunkside BSA - 950 Option
(D)
4 and Trunkside BSA-101XXXX Option
6 and Voice Grade DNAL
(D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

	APP	SID	DLRD	RID	WOT	PTD	
DDS	$0	$75.00	$187.50	$375.00	$562.50	$750.00	(T) (D)
HC (all zones)							
- DS1	$0	$75.00	$187.50	$800.00	$1200.00	$1600.00	
- DS3	$0	$200.00	$500.00	$1500.00	2000.00	$2500.00	(D) (D) (D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

	APP	SID	DLRD	RID	WOT	PTD	
							(D)
Switched Access IEF (per STS1)	$0	$200.00	$500.00	$2,000.00	$2,000.00	$2,000.00	(D)

(D)

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ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

(D)

(D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

(D)

(D)

(D)
(D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

(D)

(D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(D)

(D)

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.3 Cancellation of an Access Order (Cont'd)

(C) No cancellation charges apply when a customer cancels an order requesting disconnection of service. (T) (T)

5.2.4 Selection of Facilities For Access Orders

(A) When there are analog or digital high capacity facilities to a Hub as described in Section 5.2.8 following, on order or in service for the customer's use, the customer may request a specific channel or transmission path be used to provide the Switched Access Service or Special Access Non-Competitive End User Channel Termination requested in an Access Order. The Telephone Company will make a reasonable effort to accommodate the customer request. (D) (C) (C)

(B) For all other Access Orders, the option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing as set forth in 11. following.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.5 Minimum Period

(A) Except as set forth in (B) following, 7.2.5 (G), 7.2.11(D), 7.2.14(C), 7.2.15(C), 7.2.16, 7.4.13, 7.4.17, 8.2(C)(1), 9.4(A), and 16.5, 16.6, 16.7, 25.1.10 and 25.3.8 following, the minimum period for which Access Service is provided and for which charges are applicable, is one month.

(B) Reserved.

(C) Service Rearrangements as set forth in 6.8.1(C)(2) following for Switched Access Services may be made without a change in minimum period requirements.

(D) Changes other than those identified in 6.8.1(C)(2) or 7.4.1(C)(3) following will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

The changes listed below are those which will be treated as a discontinuance and installation of service except as specified in 2.1.2(A) preceding and for which a new minimum period is to be established.

(1) A change of customer of record (i.e., Access Service is provided to and billed to a different customer)
(2) A move to a different building as set forth in 6.8.7(B) or 7.4.5(B) following
(3) A change in type of service (i.e., Switched Access to Special Access, one type of Special Access to another, or one type of Switched Access Feature Group to another except as set forth in 6.8.6 following)
(4) A change in the type of Special Access Service Channel Termination (D)
(5) A change in Switched Access Service or Directory Assistance Service Interface Group
(6) Change in Switched Access Service traffic type
(7) Change from two-point to multipoint Special Access Service or from multipoint to two-point Special access service.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.5 Minimum Period (Cont'd)

(D) (Cont'd)

(D)

(D)

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ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.6 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

Except as specifically stated in other sections of this tariff, the Minimum Period Charge for monthly billed services will be determined as follows:

(A) For Switched Access Service, the charge is equal to the applicable minimum monthly charge for the capacity as set forth in 6.8.4 following.

(B) For Switched Transport facilities and Special Access Non-Competitive End User Channel Terminations, the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in 6.9, 7.5 and 8.2 following, except for DS3 Switched Access Entrance Facility channel terminations, which are calculated using the rate band determined by the last count taken. When service is provided under a DS3 TPP, DS3 High Capacity TPP, Commitment Discount Plan, or National Discount Plan, the discount percentage specified in Section 6.8.22, Section 7.4.13(B), Section 25.1, or Section 25.3 following, respectively, shall be applied to the applicable monthly rates.

(D)
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(D)

The Minimum Period Charge is in addition to all applicable nonrecurring charges for the service.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)

5.2 Access Order (Cont'd)

5.2.7 Discontinuance of Access Service

Except as set forth in Sections 6.8.22(D), 7.4.15(A), and 7.4.16(C) following, a customer may request disconnect of an access service, in writing, at any time after the service has been established. Billing for the service involved will cease no later than 2 business days following receipt of the written notice by the Telephone Company or on the customer's requested date, whichever is later. Minimum Period Charges are applicable if the Minimum Period, as specified in 5.2.6 preceding, has not been satisfied at the time of disconnect.

5.2.8 Shared Use Facilities

Shared Use (i.e., Switched Access Services provided over analog or digital High Capacity Special Access facilities) is allowed. All high capacity shared use facilities will be ordered and provided as Special Access Service. While shared use of Special Access facilities is allowed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service. When placing the order for the individual service(s) the customer must specify a channel assignment for each service ordered. (C) | (C) (T) | (T)

Shared use of Switched Access facilities (i.e., Special Access Services provided over Switched Access facilities) is not allowed. (N) | (N)

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ACCESS SERVICE

6. Switched Access Service

6.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path to a customer's facilities from an end user's premises. It provides for the use of common terminating switching and transport facilities and common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's facilities, and to terminate calls from a customer's facilities to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in 6.1.1 and 6.1.2 following.

Rates and charges for Switched Access Service depend generally on its use by the customer, i.e., for MTS or WATS services, MTS-WATS equivalent services, or other services (e.g., foreign exchange service). Rates and charges for Switched Access Service are set forth in 6.9 following. The application of rates for Switched Access Service is described in 6.8 following. Rates and charges for services other than Switched Access Service, e.g., a customer's interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services. Descriptions of such applicability are provided in 6.2.1(A)(7), 6.2.1(B)(4), 6.2.2(A)(5), 6.2.3(A)(5), 6.2.4(A)(4), 6.8.10 and 6.8.12 following. Finally, a credit is applied against lineside Switched Access Service charges as described in 6.8.11 following. (D)

Pursuant to FCC Report and Order and Order On Further Reconsideration and Supplemental Notice of Proposed Rulemaking, 6 FCC Rcd 4524 (1991), the Telephone Company offers a Lineside Switched Access BSA (Lineside BSA) and a Trunkside Switched Access BSA (Trunkside BSA) and a number of BSEs.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Service Arrangements

Switched Access Service is provided in three unbundled service arrangements of alternative features and optional BSEs called (1) Lineside Switched Access BSA (Lineside BSA) and (2) Trunkside Switched Access BSA (Trunkside BSA) and (3) Dedicated Network Access Link (DNAL) BSA, and in three optional service arrangements of standard and optional features called (1) Feature Group A (FGA), (2) Feature Group B (FGB), and (3) Feature Group D (FGD). (T) (D)

The arrangements are differentiated by their technical characteristics, e.g., lineside vs. trunkside connection at the Telephone Company entry switch, and by the manner in which an end user accesses them in originating calling, e.g., with or without an access code. A description of Lineside BSA, Trunkside BSA and DNAL BSA is in 6.3 following. A description of each Feature Group is in 6.2 following.

Switched Access Service is provided in six service categories of standard and optional features.

These are differentiated by their technical characteristics, e.g., lineside vs. trunkside connection at the Telephone Company entry switch, and the manner in which an end user accesses them in originating calling, e.g., with or without an access code. Following is a brief description of the Feature Group arrangements.

(A) Feature Group A (FGA)#

FGA Access provides lineside access to Telephone Company end office switches with an associated seven-digit local telephone number for the customer's use in originating and terminating communications (1) to an Interexchange Carrier's interstate service or (2) to the Telephone Company's facilities when used to provide dial tone service from the Telephone Company's end office switch in a state other than the state of the customer's normal serving end office.

When ordering FGA service, the customer must specify the Interexchange Carrier to which the FGA service is physically connected or specify the means by which the FGA access communications is transported interstate. If the customer cannot specify the type of connection used to transport traffic interstate, the lineside service should be obtained as provided under the Telephone Company's local and/or general exchange service tariffs.

A more detailed description of FGA Access is provided in 6.2.1 following.

Availability limited. Please refer to # footnote on Page 14-93.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Service Arrangements (Cont'd)

(B) Feature Group B (FGB)

FGB Access, which is available to all customers, provides trunkside access to Telephone Company end office switches with an associated uniform 950-0XXX or 950-1XXX access code for the customer's use in originating and terminating communications. A more detailed description of FGB Access is provided in 6.2.2 following.

WATS Access Line Service, for use in the originating and terminating direction, is available with Feature Group B.

(C) Reserved for Future Use (C)

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(D)

(D) Feature Group D (FGD)

FGD Access, which is available to all customers, provides trunkside access to Telephone Company end office switches with an associated 101XXXX access code for the customer's use in originating and terminating communications. WATS Access Lines are ordered as set forth in 5.2 preceding. As an option, 950 on FGD Access is also available, where technically feasible, with an associated uniform 950-XXXX access code for the customer's use in originating traffic. Calls in the terminating direction will not be completed to 950-XXXX access codes. When used with the 950 dialing option, FGD is only available with SS7 signaling. A more detailed description of FGD Access is provided in 6.2.4 following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Service Arrangements (Cont'd)

(D) Feature Group D (Cont'd)

Switched 56 Kilobit Service, as described in Section 6.2.4(A)(7) following is an optional service available for use with Feature Group D. Switched 56 Kilobit Service is ordered as set forth in 5.2 preceding.

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(D)

(E) WATS Access Line Service

WATS Access Line Service is a type of special Access Service that is provided only for use with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups A, B, and D Switched Access Services. WATS Access Line Service connects an end user premises with a WATS serving office. This service is described in 7.2.3.1 following.

(F) Manner of Provision

Switched Access is furnished on a per-line or per-trunk basis respectively.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Telephone Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the customer.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Service Arrangements (Cont'd)

(F) Manner of Provision (Cont'd)

There are three major traffic types. These are: Originating, Terminating and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the customer to the end user; and, Directory Assistance traffic type represents access capacity within a LATA for carrying Directory Assistance traffic from the customer to a Directory Assistance location. When ordering capacity for Trunkside BSA - 950 Option, Trunkside BSA- 101XXXX Option, FGB Access, or FGD Access, the customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type. All Feature Group B, Feature Group D, and Trunkside BSA traffic must be associated with a customer-provided Carrier Identification Code ("CIC" code). Directory Assistance traffic type is used for ordering Directory Assistance Access Service as set forth in 9. following.

Because some customers will wish, or may be required, to further segregate their originating Trunkside BSA-101XXXX Option or FGD traffic into separate trunk groups, Originating traffic type is further categorized into Domestic, 500 Access Service, Toll Free* Data Base Access Service, 900, Operator, IDDD, Switched 56 (S56) Kilobit Service, and Telecommunication Relay Service. Domestic traffic type represents access capacity for carrying only domestic traffic other than 500 Access Service, Toll Free Data Base Access Service, 900 and Operator traffic; IDDD traffic type represents access capacity for carrying only international traffic; 500 Access Service, Toll Free Data Base Access Service, 900 and Operator traffic type represents access capacity for carrying, respectively, only 500 Access Service, Toll Free Data Base Access Service, 900 or Operator traffic; and Switched 56 (S56) Kilobit Service, Operator Transfer, and Telecommunication Relay Service traffic types represents access capacity for carrying, respectively, only Software Network traffic, Switched 56 (S56) Kilobit Service, and Telecommunication Relay Service.

* "Toll Free" service includes any access service which utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry. (T) (T)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.1 Switched Access Arrangements (Cont'd)

(F) Manner of Provision (Cont'd)

When ordering such types of access capacity, the customer must specify Domestic, 500, Toll Free, 900, Operator IDDD, Switched 56 (S56) Kilobit Service, or Telecommunication Relay Service traffic type. Switched 56 (S56) Kilobit Service traffic must be carried over a separate trunk group and cannot be combined with other traffic types. (D) | (D)

An out of band signaling connection as described in following is required in conjunction with Trunkside BSA-101XXXX Option and Feature Group D equipped with out of band signaling and/or Billing Validation Service. An out of band signaling connection provides the interconnection between the Telephone Company's STP pair and the customer's SPOI(s).

When ordering out of band signaling with Trunkside BSA-101XXXX Option and Feature Group D the customer shall specify that all traffic is to be equipped with out of band signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories

The following rate categories apply to Switched Access Service:

- Switched Transport (described in 6.1.2(A) following)
- End Office (described in 6.1.2(B) following)
- Common Line (described in Sections 3. and 4. preceding)
- Toll Free Data Base Access Service (described in 6.4.3(C) following)

In addition to the rate categories there is an Information Surcharge that applies to Lineside BSA, Trunkside BSAs and all Switched Access Feature Groups. The description and application of these charges are set forth in 6.1.2(B)(3) following. (D) (D)

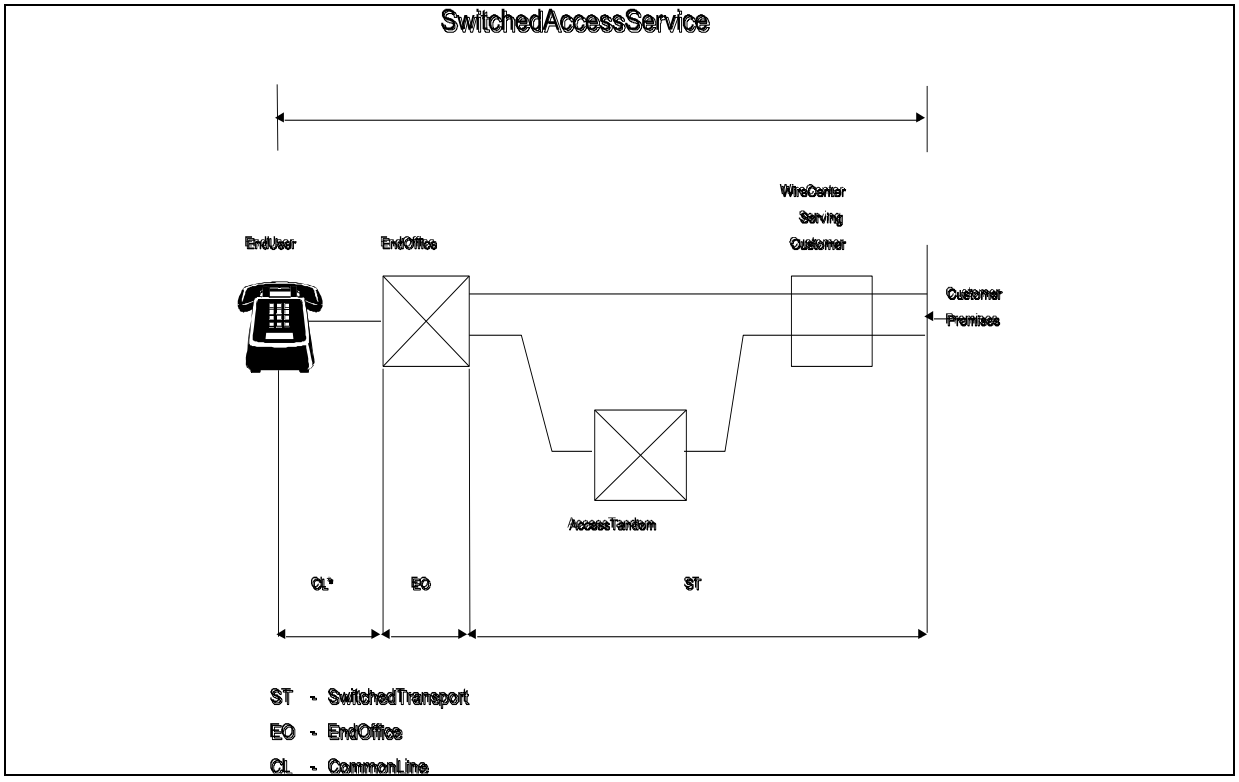
ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.



* Common Line access is provided under Sections 3. and 4. preceding.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport

Switched Transport provides the transmission facilities between the customer's facilities and the end office switch(es) where the customer's traffic is switched to originate or terminate customer's communications. For purposes of determining Switched Transport mileage, distance will be measured from the wire center that normally serves the customer's facilities to the end office switch for Direct Trunked Transport or from the end office to an access tandem for Tandem Switched Transport. Mileage measurement rules are set forth in 6.8.13 following.

Switched Transport is a two-way voice frequency transmission path comprised of Switched Entrance facilities, Direct Trunked Transport facilities, Tandem Switched Transport facilities and/or Host/Remote facilities which permit the transport of calls in the originating direction (from the end user switch to the customer's facilities) and in the terminating direction (from the customer's facilities to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Telephone Company will work cooperatively with the customer in determining (1) the Entrance Facility, (2) whether the service is to be directly routed to an end office switch or through an access tandem switch via Tandem Switched facilities, and (3) the directionality of the service. When the customer has ordered Trunkside BSA-101XXXX Option or FGD with the Switched 56 Kilobit Service, the Telephone Company will provide facilities that are capable of supporting transmission of digital data at a speed of 56 Kbps.

When the customer has ordered Trunkside BSA-101XXXX Option or FGD to carry traffic originated from a TRS Center, the Telephone Company will provide facilities between the TRS Center and the access tandem. The Telephone Company will ensure sufficient capacity exists between the TRS and the access tandem to handle all TRS originated traffic. Switched transport charges for TRS traffic will be applied as specified in 6.9.1, 6.8.1(D), and 6.8.13(J) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

Switched Transport is ordered under the access order provisions as set forth in Section 5 preceding. Design and traffic routing of Switched Transport Service is described in Section 6.6.2 following. (T)

Switched Transport is comprised of an Entrance Facility rate category, as described in (1) following, a Direct Trunked Transport rate category, as described in (2) following, a Tandem Switched Transport rate category, as described in (3) following, and an Interconnection charge as described in (5) following. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(1) Entrance Facility Rate Category

An Entrance Facility provides the communication path between a customer's premises and the Telephone Company SWC of that premises for the sole use of the customer. The Entrance Facility category is comprised of a Voice Grade rate, a DS1 rate, a DS3 rate, or an IntelliLight Entrance Facilities (IEF) rate, plus IEF Interface when appropriate. An Entrance Facility is required whether the customer's premises and the SWC are located in the same or different buildings. The types of facilities available for Entrance Facilities are described in 6.2.5 following. (D)

(2) Direct Trunked Transport Rate Category

Direct Trunked Transport provides the transmission path from the SWC of the customer's premises to an end office or from the SWC to a tandem or in the case of voice grade service used for FGA/Lineside BSA, from the SWC to the Dial Tone Office (DTO). This transmission path is dedicated to the use of a single customer.

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided (i.e., Voice Grade, DS1, or DS3). The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method. The types of facilities available for Direct Trunked Transport are described in 6.2.5 following. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.1 General (Cont'd)
6.1.2 Rate Categories (Cont'd)
(A) Switched Transport (Cont'd)

(3) Tandem Switched Transport Rate Category

Tandem Switched Transport provides the transmission facilities from the end office to the tandem utilizing tandem switching functions. Tandem Switched Transport consists of circuits used in common by multiple customers from the access tandem to an end office.

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the end office and the tandem using the V&H coordinates method. For Toll Free originating access minutes, the Tandem Switching rate provides for tandem transport, tandem transmission, and tandem switching. No other Tandem Switched Transport usage charges will be assessed for Toll Free originating access minutes. For Other Than Toll Free originating access minutes, the Tandem Switching rate provides for tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate. (C)(x) | | | | (C)(x)

The Tandem Switched Transport fixed rate and the Tandem Transmission per mile/per MOU rate also apply to FGA with a Voice Grade Facility. The miles are measured from the DTO to the End Office.

The Dedicated Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk terminating on the serving wire center side of the access tandem.

The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem and/or Feature Group A traffic.

(x) Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, *In the Matter of 8YY Access Charge Reform*, FCC 20-143, released October 9, 2020.

(This page filed under Transmittal No. 1420)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(4) Host/Remote Rate Category

Host/Remote Transmission is composed of a fixed MOU rate and per mile/per MOU rate. The fixed rate provides for the circuit equipment at the end of the interoffice transmission. The per mile rate provides the transmission facilities between the end points of the interoffice circuit between the host and the remote. For purposes of determining the per mile rate, mileage will be measured as airline mileage using the V&H coordinates method. Mileage measurement rules are set forth in 6.8.13 following.

(5) Interconnection Charge

The Switched Transport Interconnection Charge charge is applied to all access minutes based on the directionality of the traffic carried over the Switched Access Service and whether or not it is provided under a collocated Interconnection Agreement.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups

Ten Interface Groups are provided for terminating the Switched Transport at the customer's facilities. Each Interface Group provides a specified interface at customer's facilities (e.g., two-wire, four-wire, DS1, etc.). Where Telephone Company transmission facilities permit, the individual transmission path between the customer's facilities and the first point of switching may at the option of the customer be provided with optional features as set forth in 6.1.2(A)(7) and (8) following.

As a result of the customer's access order and the type of Telephone Company transport facilities serving the customer's facilities, the need for signaling conversions or two-wire to four-wire conversions, or the need to terminate digital or high frequency facilities in channel bank equipment may require that Telephone Company equipment be placed at the customer's facilities. For example, if a voice frequency interface is ordered by the customer and the Telephone Company facilities serving the customer's facilities are digital, then Telephone Company channel bank equipment must be placed at the customer's facilities in order to provide the voice frequency interface ordered by the customer.

Interface Group 1 is provided with Type C Transmission Specifications, and Interface Groups 2 through 10 are provided with Type A or B Transmission Specifications, depending on the Feature Group and whether the Access Service is routed directly or through an access tandem. All Interface Groups are provided with Data Transmission Parameters.

Only certain premises interfaces are available at the customer's facilities. The premises interfaces associated with the Interface Groups may vary among Switched Access Arrangements. The various premises interfaces which are available with the Interface Groups, and the Switched Access Arrangements with which they may be used, are set forth in 6.1.2(A)(6)(k) following. Compatibility and interface requirements for Trunkside BSA-101XXXX Option and FGD equipped with Switched 56 Kilobit Service capability are described in Technical Reference GR-334-CORE, Issue 1. (C)(x) (C)(x)

(x) GR-334-CORE, Issue 1, replaces TR-NPL-000334 in its entirety.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(a) Interface Group 1 (USOC TPP1X)

Interface Group 1, except as set forth in the following, provides two-wire voice frequency transmission at the point of termination at the customer's premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Interface Group 1 is not provided in association with Trunkside BSA-101XXXX Option and FGD when the first point of switching is an access tandem. In addition, Interface Group 1 is not provided in association with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB, or FGD when the first point of switching provides only four-wire terminations. (D) (D) (D) (D)

The transmission path between the point of termination at the customer's premises and the first point of switching may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

The interface is provided with loop supervisory signaling. When the interface is associated with Lineside BSA or FGA, such signaling will be loop start or ground start signaling. When the interface is associated with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB, or FGD, such signaling, except for two-way calling which is E&M signaling, will be reverse battery signaling. (D) (D)

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(b) Interface Group 2 (USOC TPP2X)

Interface Group 2 provides four-wire voice frequency transmission at the point of termination at the customer's premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The transmission path between the point of termination at the customer's premises and the first point of switching may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The interface is provided with loop supervisory signaling. When the interface is associated with Lineside BSA or FGA, such signaling will be loop start or ground start signaling. When the interface is associated with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, (D)
FGB, or FGD, such signaling, except for two-way (D)
calling which is E&M signaling, will be reverse battery signaling.

(c) Interface Group 3 (USOC TPP3X)

Interface Group 3 provides group level analog transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals between the frequencies of 60 to 108 kHz, with the capability to channelize up to 12 voice frequency transmission paths. Certain frequencies within the bandwidth of the Interface Group are reserved for Telephone Company use, e.g., pilot and carrier group alarm tones. Before the first point of switching, the Telephone Company will provide multiplex equipment to derive 12 transmission paths of frequency bandwidth of approximately 300 to 3000 Hz.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(c) Interface Group 3 (USOC TPP3X) (Cont'd)

The interface is provided with individual transmission path SF supervisory signaling.

(d) Interface Group 4 (USOC TPP4X)

Interface Group 4 provides supergroup level analog transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals between the frequencies of 312 to 552 kHz, with the capability to channelize up to 60 voice frequency transmission paths. Certain frequencies within the bandwidth of the Interface Group are reserved for Telephone Company use, e.g., pilot and carrier group alarm tones. Before the first point of switching, the Telephone Company will provide multiplex and channel bank equipment to derive 60 transmission paths of frequency bandwidth of approximately 300 to 3000 Hz.

The interface is provided with individual transmission path SF supervisory signaling.

(e) Interface Group 5 (USOC TPP5X)

Interface Group 5 provides mastergroup level analog transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals between the frequencies of 564 to 3084 kHz, with the capability to channelize up to 600 voice frequency transmission paths. Certain frequencies within the bandwidth of the Interface Group are reserved for Telephone Company use, e.g., pilot and carrier group alarm tones. Before the first point of switching, the Telephone Company will provide multiplex and channel bank equipment to derive 600 transmission paths of frequency bandwidth of approximately 300 to 3000 Hz.

The interface is provided with individual transmission path SF supervisory signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(f) Interface Group 6 (USOC TPP6X)

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment to derive 24 transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the first point of switching, a DS1 signal in D3/D4 format.

The interface is provided with individual transmission path bit stream supervisory signaling.

(g) Interface Group 7 (USOC TPP7X)

Interface Group 7 provides DS1C level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 3.152 Mbps, with the capability to channelize up to 48 voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment to derive up to 48 voice frequency transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the first point of switching, DS1 signals in D3/D4 format.

The interface is provided with individual transmission path bit stream supervisory signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(h) Interface Group 8 (USOC TPP8X)

Interface Group 8 provides DS2 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 6.312 Mbps, with the capability to channelize up to 96 voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment in its office to derive up to 96 transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching, or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the first point of switching, DS1 signals in D3/D4 format.

The interface is provided with individual transmission path bit stream supervisory signaling.

(i) Interface Group 9 (USOC TPP9X)

Interface Group 9 provides DS3 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment to derive up to 672 transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching, or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the first point of switching, DS1 signals in D3/D4 format.

The interface is provided with individual transmission path bit stream supervisory signaling.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(j) Interface Group 10 (USOC TPPAX)

Interface Group 10 provides DS4 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 274.176 Mbps, with the capability to channelize up to 4032 voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment to derive up to 4032 transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the first point of switching, DS1 signals in D3/D4 format.

The interface is provided with individual transmission path bit stream supervisory signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(k) Available Premises Interface Codes

Following is a matrix showing, for each Interface Group, which premises interface codes are available as a function of the Telephone Company switch supervisory signaling and Feature Group. For explanations of these codes, see the glossary of Channel Interface Codes in 7.3.1 following.

Interface Group	Telephone Company Switch Supervisory Signaling	Premises Interface Code	Switched Access Service 1	2	4	
1	LO	2LS2	X			
	LO	2LS3	X			
	GO	2GS2	X			
	GO	2GS3	X			
	LO, GO	2DX3	X			
	LO, GO	4EA3-E	X			
	LO, GO	4EA3-M	X			
	LO, GO	6EB3-E	X			
	LO, GO	6EB3-M	X			
	RV, EA, EB, EC	2DX3		X	X	(D)
	RV, EA, EB, EC	4EA3-E		X	X	|
	RV, EA, EB, EC	4EA3-M		X	X	|
	RV, EA, EB, EC	6EB3-E		X	X	|
	RV, EA, EB, EC	6EB3-M		X	X	|
	EA, EB, EC	6EC3			X	|
	RV	2RV3-O		X	X	|
	RV	2RV3-T		X	X	(D)
	Out of Band Signaling	2N02			X	

(1) Lineside BSA or FGA.
(2) Trunkside BSA - 950 Option or FGB.

(D)

(4) Trunkside BSA-101XXXX Option or FGD.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(k) Available Premises Interface Codes (Cont'd)

Interface Group	Telephone Company Switch Supervisory Signaling	Premises Interface Code	Switched Access Service 1	2	4	(D)
2	LO, GO	4SF2	X			
	LO, GO	4SF3	X			
	LO	4LS2	X			
	LO	4LS3	X			
	LO	6LS2	X			
	GO	4GS2	X			
	GO	4GS3	X			
	GO	6GS2	X			
	LO, GO	4DX2	X			
	LO, GO	4DX3	X			
	LO, GO	6EA2-E	X			
	LO, GO	6EA2-M	X			
	LO, GO	8EB2-E	X			
	LO, GO	8EB2-M	X			
	LO, GO	6EX2-B	X			
	RV, EA, EB, EC	4SF2		X	X	(D)
	RV, EA, EB, EC	4SF3		X		
	RV, EA, EB, EC	4DX2		X	X	(D)
	RV, EA, EB, EC	4DX3		X		
	RV, EA, EB, EC	6DX2				(D)
	RV, EA, EB, EC	6EA2-E		X	X	|
	RV, EA, EB, EC	6EA2-M		X	X	|
	RV, EA, EB, EC	8EB2-E		X	X	|
	RV, EA, EB, EC	8EB2-M		X	X	|
	EA, EB, EC	8EC2-M			X	|
	RV	4RV2-O		X	X	|
	RV	4RV2-T		X	X	|
	RV	4RV3-O		X		|
	RV	4RV3-T		X		(D)
	Out of Band Signaling	4N02			X	
3	LO, GO	4AH5-B	X			
	RV, EA, EB, EC	4AH5-B		X	X	(D)
	Out of Band Signaling	4AH5-B			X	
4	LO, GO	4AH6-C	X			
	RV, EA, EB, EC	4AH6-C		X	X	(D)
	Out of Band Signaling	4AH6-C			X	

(1) Lineside BSA or FGA.
(2) Trunkside BSA - 950 Option or FGB.
(D)
(4) Trunkside BSA-101XXXX Option or FGD.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(k) Available Premises Interface Codes (Cont'd)

Interface Group	Telephone Company Switch Supervisory Signaling	Premises Interface Code	Switched Access Service 1	2	4	(D)
5	LO, GO	4AH6-D	X			
	RV, EA, EB, EC	4AH6-D		X	X	(D)
	Out of Band Signaling	4AH6-D			X	
6	LO, GO	4DS9-15	X			
	RV, EA, EB, EC	4DS9-15		X	X	(D)
	Out of Band Signaling	4DS9-15			X	
	64CCC	4DS9-15S			X	
		4DS9-1S			X	
7	LO, GO	4DS9-31	X			
	LO, GO	4DS9-31L	X			
	RV, EA, EB, EC	4DS9-31		X	X	(D)
	RV, EA, EB, EC	4DS9-31L		X	X	(D)
	Out of Band Signaling	4DS9-31			X	
8	LO, GO	4DS0-63	X			
	LO, GO	4DS0-63L	X			
	RV, EA, EB, EC	4DS0-63		X	X	(D)
	RV, EA, EB, EC	4DS0-63L		X	X	(D)
	Out of Band Signaling	4DS0-63			X	
9	LO, GO	4DS6-44	X			
	LO, GO	4DS6-44L	X			
	RV, EA, EB, EC	4DS6-44		X	X	(D)
	RV, EA, EB, EC	4DS6-44L		X	X	(D)
	Out of Band Signaling	4DS6-44			X	
	64CCC	4DS6-44			X	
10	LO, GO	4DS6-27	X			
	LO, GO	4DS6-27L	X			
	RV, EA, EB, EC	4DS6-27		X	X	(D)
	RV, EA, EB, EC	4DS6-27L		X	X	(D)
	Out of Band Signaling	4DS6-27			X	

(1) Lineside BSA or FGA.
(2) Trunkside BSA - 950 Option or FGB.
(D)
(4) Trunkside BSA-101XXXX Option or FGD.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(6) Interface Groups (Cont'd)

(1) Out of Band Signaling Connection (USOC TPPSX)

Premises Interface Codes

Common Channel Signaling Access Service is provided with Trunkside BSA-101XXXX Option and Feature Group D equipped with out of band signaling and/or Billing Validation Service. The associated out of band signaling connections are provided using Interface Groups 6 through 10. Following is a matrix for Interface Groups 6 through 10 showing which premises interface codes are available for signaling connections as a function of the out of band signaling level of digital transmission. These codes also apply for Collocated Interconnected arrangements.

Interface Groups	Level of Transmission	Premises Interface Codes
6	DS1	4DS9-15
7	DS1C	4DS9-31
8	DS2	4DS0-63
9	DS3	4DS6-44
10	DS4	4DS6-27

(7) Nonchargeable Optional Features

Where transmission facilities permit, the Telephone Company will, at the option of the customer, provide the following nonchargeable optional features in association with Switched Transport.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(a) Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the customer to meet its signaling capability, the customer may order an optional supervisory signaling arrangement for each transmission path provided as follows:

- For Interface Groups 1 and 2

  DX Supervisory Signaling,
  E&M Type I Supervisory Signaling,
  E&M Type II Supervisory Signaling, or
  E&M Type III Supervisory Signaling

- For Interface Group 2

  SF Supervisory Signaling, or
  Tandem Supervisory Signaling

- For Interface Groups 6 through 10

  These Interface Groups may, at the option of the customer, be provided with individual transmission path SF supervisory signaling where such signaling is available in Telephone Company central office. Generally such signaling is available only where the entry switch provides an analog, i.e., non-digital, interface to the transport termination.

  These optional supervisory signaling arrangements are not available in combination with Trunkside BSA-101XXXX Option or FGD with out of band signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(b) Customer Specified Entry Switch Receive Level

This feature allows the customer to specify the receive transmission level at the first point of switching. The range of transmission levels which may be specified is described in Technical Reference GR-334-CORE, Issue 1. This feature is available with Interface Groups 2 through 10 for Lineside BSA, and Trunkside BSA - 950 Option and Feature Groups A and B. (C)(x)

(c) Customer Specification of Switched Transport Termination

This option allows the customer to specify, for Trunkside BSA - 950 Option or Feature Group B routed directly to an end office or access tandem, a four-wire termination of the Switched Transport at the entry switch in lieu of a Telephone Company selected two-wire termination. This option is available only when the Trunkside BSA - 950 Option or Feature Group B arrangement is provided with Type B Transmission Specifications.

(d) Switched Transport Re-Route Option

Customers may, at no charge and at their option, subject to the following criteria, convert existing tandem routed trunks to end office direct routed trunks.

Conversions from tandem routing to end office direct routing will be performed at no charge if the order is placed by December 31, 1998.

(1) The number of trunks connected cannot exceed the number of trunks disconnected except as provided below, i.e., a one-for-one substitution of end office trunks for tandem trunks. In cases where the customer requests the installation of additional trunks greater than the number disconnected, the customer must provide usage data, and an engineering table capacity evaluation, justifying the requirement for additional trunks.

(x) GR-334-CORE, Issue 1, replaces TR-NPL-000334 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(d) Switched Transport Re-Route Option (Cont'd)

(2) The customer's order for the Switched Transport Re-route option will be scheduled on a project basis by the Telephone Company in cooperation with the customer.

(3) Additional trunks installed beyond those specified or provided for in (1) preceding, will be subject to full nonrecurring installation charges.

(4) The technical specifications of the tandem trunk, e.g., interface type, must be retained when the trunk is connected at the end office or tandem, unless otherwise mutually agreed upon by the Telephone Company and the customer when appropriate Telephone Company central office switching equipment and other facilities exist.

(5) This option may not be scheduled at the same time as an upgrade to Trunkside BSA-101XXXX Option or FGD with out of band signaling unless otherwise mutually agreed upon by the Telephone Company and the customer when appropriate Telephone Company central office switching equipment and other facilities exists. If requests for the Switched Transport Re-Route Option are to be combined with a conversion to out of band signaling at the same time, the Telephone Company may treat such requests as two separate projects and charges will be waived subject to the above and as specified in section 6.1.2(A)(7)(e)(5) following. (T)

(6) The same customer facilities must be maintained on the connect order for the end office or tandem routed trunks, unless mutually agreed upon by the Telephone Company and the customer when appropriate Telephone Company central office switching equipment and other facilities exists.

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(d) Switched Transport Re-Route Option (Cont'd)

(7) In connection with a request for Switched Transport Re-Route Option and subject to availability of Telephone Company central office switching equipment and facilities, Trunkside BSA - 950 Option or FGB trunks may be upgraded to Trunkside BSA-101XXXX Option or FGD trunks provided the customer requests MF signaling on the Trunkside BSA-101XXXX Option or FGD order, and complies with the specifications as set forth in 6.1.2(A)(2)(d) preceding. Conversion from tandem or end office routed Trunkside BSA -950 Option or FGB trunks to end office or tandem routed Trunkside BSA-101XXXX Option or FGD trunks with MF signaling will be scheduled on a project basis by the Telephone Company, in cooperation with the customer.

(8) The orders for the disconnect and connection of trunks shall be placed with the Telephone Company at the same time. The Telephone Company will disconnect the tandem or end office routed trunks at the same time as the connection of the end office or tandem routed trunks, unless otherwise negotiated, but in no case to exceed 90 days after the connection of the end office or tandem routed trunks.

(9) Subject to the conditions above and the availability of Telephone Company central office switching equipment and facilities, the customer may change one-way trunks to two-way trunks provided two-way is specified on the connect order for the end office or tandem routed trunks.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(e) Out of Band Signaling

(1) This ordering option allows the customer to exchange signaling for Trunkside BSA-101XXXX Option and Feature Group D call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and is only available with Trunkside BSA-101XXXX Option and Feature Group D. This option requires the establishment of a Common Channel Signaling Access Service between the customer's SPOI and the Telephone Company's STP as specified in 6.4.3(A) following.

(2) Out of band signaling is provided in both the originating and terminating direction on Trunkside BSA-101XXXX Option and FGD service.

Each signaling connection is provisioned for two-way transmission of out of band signaling information.

(3) Customers ordering out of band signaling are subject to the requirements specified in 2.3.9 and 2.3.10(A) preceding. (T)

(4) Out of band signaling is subject to the rates and charges as specified in 6.8.1(C)(2), 6.9.1(E), and 6.9.1(G) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(e) Out of Band Signaling (Cont'd)

(5) Conversion from MF signaling to SS7 signaling or from SS7 signaling to 64 Clear Channel Capability (64CCC) is not subject to charges as specified in section 6.8.1(C)(2) following. These conversions will be performed at Telephone Company access tandems and end offices designated as having SS7 or 64CCC. The number of trunks converted to SS7 signaling cannot exceed the number of trunks with MF signaling that are converted, and the number of trunks converted to 64CCC cannot exceed the number of trunks with MF or SS7 signaling that are converted. The customer must retain the same technical interface specifications unless otherwise mutually agreed upon by the Telephone Company and the customer, when appropriate Telephone Company central office switching equipment and other facilities exists. Conversion of tandem or end office trunks from MF signaling to SS7 signaling or from SS7 signaling to 64CCC will be scheduled on a project basis by the Telephone Company, in cooperation with the customer.

(6) At the customer's request, the Telephone Company will modify Trunkside BSA-101XXXX Option and FGD with out of band signaling to accept SS7 signaling messages and protocol contained in Technical Reference GR-905-CORE, Issue 11, pursuant to successful completion of testing specified in section 6.4.3(A), following. (C)(x) (C)(x)

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000962, Issue 1, in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(7) Nonchargeable Optional Features (Cont'd)

(e) Out of Band Signaling (Cont'd)

(7) 64 Clear Channel Capability (64CCC) will be provided in connection with Trunkside BSA-101XXXX Option and FGD with out of band signaling digital trunk facilities provisioned at Interface Group 6 or 9, where appropriate Telephone Company equipment and other facilities exist.

(8) 64CCC is provided through the use of Bipolar with Eight-Zeros Substitution line code which must be provided in both directions of transmission. 64CCC will be provisioned on T1 facilities whose digital transmission signaling is framed in the Extended Superframe Format. The same framing format must be used in both directions of transmission. Technical Reference GR-334-CORE, Issue 1, provides the technical specifications for 64CCC. (C)(x)

(9) 64CCC requires the establishment of CCSAS as specified in section 6.4.3(A) following. The CCS/SS7 protocol requirements for 64CCC are specified in Technical Reference GR-905-CORE, Issue 11. (C)(x) When 64CCC is ordered, the Telephone Company will schedule additional network compatibility and other operational tests as specified in section 6.4.3(A) following. (C)(x)

(8) Chargeable Optional Features

(a) Toll Free Data Base Access Service

(1) Toll Free Basic Query Charge

The basic query charge is assessed the customer based on the query of the Toll Free number delivered to the customer. The query is completed when the appropriate call routing information is returned, as described in 6.4.3(C) following. The query charge is assessed for all completed queries whether or not the actual Toll Free call is delivered to the customer.

(x) GR-334-CORE, Issue 1, replaces TR-NWT-000938, Issue 1, in its entirety.
GR-905-CORE, Issue 11, replaces TR-TSV-000962, Issue 1, in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(8) Chargeable Optional Features

(a) Toll Free Data Base Access Service (Cont'd)

(2) Toll Free Vertical Feature Package Charge

The vertical feature package charge is assessed the customer when, in addition to the basic query, a Toll Free Data Base query contains one, all, or any combination of the vertical features as described in 6.4.3(C) following.

(3) 500 Query Charge

The query charge is assessed the customer based on the query of the 500+NXX number dialed and/or delivered to the customer in conjunction with 500 Access Service. 500+NXX calls delivered to the customer are routed based on information derived via queries to the 500 Data Base. In cases where certain end offices are not equipped with 500 NXX query functionality, certain 0+500 dialed calls are delivered to the customer from a Telephone Company Operator Switch.

(b) Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing arrangements available for Entrance Facilities and Direct Trunked Transport facilities are described in (1) through (3) following. Rates and charges are set forth in Section 6.9 following. (T) (C)

When the customer requests Tandem Switched Transport and Direct Trunked Transport to connect to the same Entrance Facility, multiplexing is required at the SWC and must be ordered by the customer as a chargeable optional feature of the Entrance Facility as set forth in (1) and/or (2) following. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(8) Chargeable Optional Features (Cont'd)

(b) Multiplexing (Cont'd)

Chargeable multiplexing arrangements ordered with an Entrance Facility at a SWC or with a Direct Trunked Transport facility at an end office are associated with the facility with the higher capacity or bandwidth (e.g., a DS1 to Voice Grade multiplexing arrangement is associated with the facility using a DS1 connection). (T) (D)

(1) DS1 to Voice Grade

An arrangement that converts a DS1 channel to twenty-four Voice Grade channels utilizing time division multiplexing. For example, the customer has the option of ordering a DS1 to Voice Grade multiplexing for the Entrance Facility at the SWC when Voice Grade Direct-Trunked Transport is requested to an end office. A DS1 to Voice Grade multiplexing is required at the end office when the customer orders Lineside Access which is transported via a DS1 Direct-Trunked Transport facility.

(2) DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight DS1 channels utilizing time division multiplexing. The twenty-eight channels may be further multiplexed utilizing DS1 to Voice Grade multiplexers. DS3 to DS1 multiplexing is available as a chargeable optional feature for Entrance Facilities and Direct Trunked Transport facilities. DS3 to DS1 multiplexing is always required at the SWC of the customer's premises when a DS3 Entrance Facility is to connect to a lower level of capacity.

(D)
|
(D)

(Issued under Transmittal No. 1392)

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6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

(D)

(D)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(8) Chargeable Optional Features (Cont'd)

(c) Alternate Serving Wire Center (Cont'd)

(1) Alternate Serving Wire Center (ASWC) is an optional feature which provides a transmission path for a High Capacity Service between the customer's designated premises and a serving wire center separate from the normal serving wire center.

(2) The Telephone Company will designate the serving wire center to be used as the alternate. The ASWC feature is available where contiguous wire centers with adjacent fiber feeder routes exist. Where facilities are not available, Special Construction rates and regulations may apply as set forth in the appropriate Special Construction tariff. Where service is available, provisioning is based on a Negotiated Interval as described in 5.2.1(B) preceding.

(3) The rate for Alternate Serving Wire Center, as specified in 6.9.1(E) following, applies per point of termination and is in addition to the entrance facility, IEF Termination, IEF Interface when applicable, and Channel Mileage Rates and Charges for each High Capacity or IEF service provided over the alternate path. Channel mileage for the alternately routed service is based on mileage measured from or to the alternate serving wire center. Section 6 contains rate regulations specific to Shared Network Arrangements.

(d) Special Facilities Routing

A customer may request that the facilities used to provide Switched Transport Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Diversity) are set forth in section 11 following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(A) Switched Transport (Cont'd)

(8) Chargeable Optional Features (Cont'd)

(e) Diversity

Diversity denotes that a service must be provided over not more than two different physical routes. The rates for Diversity as specified in 6.9.1(F) following, applies per entrance facility, and is in addition to the entrance facility and channel mileage rates and charges for each high capacity service.

(f) Shared Network Arrangement

(1) A Shared Network Arrangement is a service offering that enables a customer (the "Service User") to connect subtending services to the multiplexed High Capacity service or IntelliMux℠ service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing for each. Each customer will be billed for those rate elements associated with his own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. This offering is limited to service configurations where a Service User obtains either subtending Voice Grade or Data Digital circuits from a Host's multiplexed DS1 service, or DS1 circuits from a Host's multiplexed DS3 service.

(2) Under the Shared Network Arrangement, the telephone company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the telephone company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records.

(3) Section 6.8.20 contains rate regulations specific to Shared Network Arrangements

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. The End Office rate category includes the Local Switching and Information (i.e., Directory Assistance) rate elements. Directory Assistance Service and the applicable rates for it are set forth in Section 9 following.

(1) Local Switching

The Local Switching rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Telephone Company Intercept operator or recording.

There are two categories, or rate levels, associated with Local Switching. The first category, LS1, provides the functions described preceding for Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B, except when Trunkside BSA-950 Option or FGB is subscribed to by a provider of MTS and WATS. (D)

The second category, LS2, provides the functions described preceding for Trunkside BSA-101XXXX Option and Feature Group D, and for Trunkside BSA-950 Option or FGB when subscribed to by a provider of MTS and WATS, and Trunkside BSA-101XXXX Option and FGD used to carry originating Telecommunication Relay Service traffic. (D) | (D)

LS2 rates apply to dedicated access lines, e.g., WATS Access Line Service, when such lines are terminated in end office switches and are used in conjunction with switched access services, and in conjunction with Trunkside BSA-950 Option or FGB when subscribed to by a provider of MTS and WATS. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

The Local Switching rates for Lineside BSA, Trunkside BSAs and Feature Groups are applied on a per minute of use basis and are offered in two categories, LS1 and LS2.

(a) LS1 provides local dial switching functions for Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B except for Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B used to terminate traffic to a WATS Access Line (WAL) provided from an equal access end office, or when Trunkside BSA-950 Option or FGB is subscribed to by provider of MTS and WATS.

(b) LS2 provides local dial switching functions for Trunkside BSA- 101XXXX Option and Feature Group D and for Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B used to terminate traffic to a WAL provided from an equal access end office, for 500 Access Service, Toll Free Data Base Access Service, and 900 Access Service traffic originating from or terminating to an equal access end office, or in conjunction with Trunkside BSA-950 Option or FGB when subscribed to by a provider of MTS and WATS, and for Trunkside BSA-101XXXX Option and for FGD Service used in conjunction with Telecommunication Relay Service Center traffic. Where end offices are appropriately equipped, international dialing may also be provided as a capability of LS2 local dial switching functions for Trunkside BSA-101XXXX Option and Feature Group D, i.e., the capability of switching international calls with service prefix and address codes having more digits than can be switched through a standard Trunkside BSA-101XXXX Option or Feature Group D end office. (D) (D) (D) (D) (D) (D)

(This page filed under Transmittal No. 1156)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

Rates for LS1 - Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B, Trunkside BSA-101XXXX Option and Feature Group D, are set forth in 6.9.2(A) following. The application of these rates is as set forth in 6.8.1(D) following. (D) (D)

Local Switching Shared End Office Trunk Port

The Local Switching Shared End Office Trunk Port minutes-of-use rate provides for the use of the shared end office trunk ports for termination of common transport trunk, and/or FGA access minutes at an end office.

Local Switching Dedicated End Office Trunk Port

The Local Switching Dedicated End Office Trunk Port monthly rate provides for termination of a dedicated trunk in the end office port. The rate is assessed per activated trunk for all trunkside services, per analog or digital end office.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(c) End Office Switching Equipment

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard Trunkside BSA-101XXXX Option or FGD equipped end office. (D)

There are two types of switching functions performed in the end office, i.e., Common Switching functions and Transport Termination functions. These are described following:

- Common Switching

Common Switching provides the local end office switching functions associated with the various access (i.e., Feature Group Services, Lineside and Trunkside BSAs) switching arrangements. The Common Switching arrangements provided for the various Switched Access arrangements are described in 6.2 following.

Included as part of the Common Switching are various nonchargeable optional features which the customer can order to meet the customer's specific communications requirements. These optional features are described in 6.4.1 following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(c) End Office Switching Equipment (Cont'd)

- Transport Termination

Transport Termination provides for the line or trunk side arrangements which terminate the Switched Transport facilities. Included as part of Transport Termination are various nonchargeable optional termination arrangements. These optional terminating arrangements are described in 6.4.2 following.

The number of transport terminations provided will be determined by the Telephone Company as set forth in 6.6.6 following.

(d) Line Termination

The Line Termination function provides the terminations for the end user lines terminating in the local end office. There are two types of Line Terminations, i.e., Common Line Terminations and WATS Access Line Terminations.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(d) Line Termination (Cont'd)

The WATS Access Line Service, Line Terminations are differentiated by line side vs. trunk side terminations. The standard WATS Access Line Service arrangement is available with a line side termination. There are various types of originating and terminating line side terminations depending on the type of signaling associated with the WATS Access Line (i.e., loop start or ground start). In addition, there are also two types of originating and terminating WATS Access Line trunk side terminations that are available in lieu of standard line side terminations. Trunk side terminations are provided only in association with certain Line Termination optional features as specified following:

- Dialed Number Identification Service (DNIS)

The Dialed Number Identification Service optional feature, which is available with terminating only WATS Access Lines, permits a customer's end user with multiple Toll Free Data Base Access Service telephone numbers in the same service group to identify the specific telephone number which was dialed by the calling party. Identification is accomplished by outpulsing four digits which distinguish the dialed Toll Free Data Base Access Service number to customer premises equipment at the end user's premises. The digits are outpulsed to the end user premises over the WATS Access Connection. All WATS Access Line Connections in the same service group must be equipped for DNIS. The number of dialable Toll Free Data Base Access Service telephone numbers accessing a service group equipped for DNIS cannot exceed the number of WATS Access

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(d) Line Termination (Cont'd)

- Dialed Number Identification Service (DNIS) (Cont'd)

  Lines in the service group. DNIS is provided with reverse battery type supervisory signaling and requires battery type supervisory signaling and requires the use of trunk side terminations in lieu of standard line side terminations.

  DNIS is a non chargeable optional feature.

- WATS Answer Supervision

  WATS originating only Access Connections may, at the option of the customer be ordered with WATS Answer Supervision. When the terminating end answers, provided the Interexchange Carrier passes Answer Supervision to the Exchange Carrier, Answer Supervision will provide a signal to the originating end user that the distant end has answered. The exact timing of Answer Supervision is dependent upon the Interexchange Carrier. Answer Supervision is available with both two and four wire WATS Access Lines and is arranged for Wink reverse battery supervision on MF signaling. Answer Supervision is subject to the rates in 6.9.2(B)(3) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(e) Intercept

The Intercept function provides for the termination of a call at a Telephone Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number.

(2) Reserved for Future Use (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

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(3) Information Surcharge

The Information Surcharge is a charge to recover costs that have been assigned to the interstate Information category through Parts 36 and 69 of the Commission's Rules. These costs are other than those incurred in the provision of interstate Directory Assistance Service as set forth in 9. following.

The Information Surcharge is assessed to the customer based on the total number of access minutes. The rates are set forth in 6.9.7 following. The application of these rates with respect to the individual Feature Groups is as set forth in 6.8.1(D) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.2 Rate Categories (Cont'd)

(B) End Office (Cont'd)

(4) Toll Free Access Service Nonrecurring Charge

The Toll Free Access Service nonrecurring charge is assessed to the customer based on NXXs activated, or deactivated, in conjunction with Toll Free Access Service. The charge varies depending on how the customer orders NXXs activated or deactivated, i.e., by State or LATA. When ordered by LATA, for both NXXs activated and deactivated, each NXX in the LATA is subject to the charge. Subsequent orders for those NXXs to be activated or deactivated in a different LATA will again be subject to the charge. When ordered by State, for both NXXs activated or deactivated, the charge applies for each NXX only once even if multiple LATAs are involved.

(5) 900 Access Service Nonrecurring Charge

The 1+900 Access Service nonrecurring charge is assessed to the customer based on NXX codes activated, or deactivated, in conjunction with 900 Access Service. The charge varies depending on how the customer orders NXXs activated or deactivated, i.e., by State or LATA. When ordered on a LATA basis, for both NXXs activated and deactivated, each NXX in the LATA is subject to the charge. If subsequent orders activate or deactivate NXX codes previously ordered in a different LATA, the nonrecurring charge still applies to the NXX codes activated or deactivated on the subsequent order.

The 0+900 Access Service nonrecurring charge is assessed to the customer based on end offices activated in conjunction with 900 Access Service.

(6) The Switched 56 Kilobit charge is assessed to the customer based on the total number of Switched 56 Kilobit access minutes. Switched 56 Kilobit access minutes are those access minutes transported via separate Switched 56 Kilobit trunks as specified in 6.2.4(A)(9) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.1 General (Cont'd)

6.1.3 Special Facilities Routing

Any customer may request that the facilities used to provide Switched Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are as set forth in 11. following.

6.1.4 Design Layout Report

At the request of the customer, the Telephone Company will provide to the customer the makeup of the facilities and services provided from the customer's premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

6.1.5 Acceptance Testing

At no additional charge, the Telephone Company will, at the customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling. When the Switched Transport is provided with interface Groups 2 through 10 and the Transport Termination is two-wire (i.e., there is a four-wire to two-wire conversion in Switched Transport), balance parameters (equal level echo path loss) may also be tested.

6.1.6 Ordering Options and Conditions

Switched Access Service is ordered under the Access order provisions set forth in 5. preceding. Also, included in that Section are other charges which may be associated with ordering Switched Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements

Switched Access Feature Group Service is provided in different service arrangements; Feature Group A through D. The provision of each arrangement requires Switched Transport facilities and the appropriate End Office functions. In addition, WATS Access Lines Service as described in 7.2.3.1 following may, at the option of the customer, be provided for use with Feature Groups A, B, C and D.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of Switched Access Arrangements. The specifications provided are dependent on the Interface Group and the routing of the service, i.e., whether the service is routed directly to the end office or via an access tandem. The parameters for the transmission specifications are set forth in 6.5.1 following.

Feature Groups are arranged for either originating, terminating or two-way calling, based on the customer end office switching capacity ordered, while 500 Access Service, Toll Free Data Base Access Service, and 900 Access Service are arranged for originating only. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Telephone Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Telephone Company will work cooperatively with the customer to determine the directionality.

For Telephone Company provided facilities between an access tandem and a TRS Center, calls will be delivered only in the originating direction. For calls originating from a TRS Center routed through an access tandem, access minutes of use will be reported by the TRS provider until the Telephone Company attains the appropriate measurement capabilities.

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

There are various nonchargeable optional and chargeable optional features available with the Switched Access Arrangements. These additional optional features are provided as Switched Transport, Common Switching, Transport Termination or Line Termination Options.

Following are detailed descriptions of each of the available Feature Groups. Each is described in terms of its specific physical characteristics and calling patterns, the transmission specifications with which it is provided, the optional features available for use with it and the standard testing capabilities.

The Common Switching and Transport Termination optional features, which are described in 6.4 following, are available at all Telephone Company end office switches, unless specifically stated otherwise.

6.2.1 Feature Group A (FGA)#

(A) Description

(1) FGA is provided in connection with Telephone Company electronic and electromechanical end offices. At the option of the customer, FGA is provided on a single or multiple line group basis and is arranged for originating calling only, terminating calling only, or two-way calling. FGA is arranged for use by the customer in the provision of its FX/ONAL service or MTS/WATS-type service.

(2) FGA provides a line side termination at the first point of switching. The line side termination will be provided with either ground start supervisory signaling or loop start supervisory signaling. The type of signaling is at the option of the customer.

FGA is no longer available as specified in the footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)
6.2.1 Feature Group A (FGA)# (Cont'd)
(A) Description (Cont'd)

Material previously found on this page can now be found on Original Page 14-93.

(This page filed under Transmittal No. 1402)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Feature Groups (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(A) Description (Cont'd)

(3) The Telephone Company shall select the first point of Switching, within the selected LATA, at which the lineside termination is to be provided unless the customer requests a different first point of switching and Telephone Company facilities and measurement capabilities are available to accommodate such a request. Feature Group A service will only be provided in switch types with technical capabilities to provide terminating call screening and individualized call billing detail for both originating and terminating traffic existing. FGA customers (Service in place prior to January 1, 1986) provided service out of offices not possessing these technical capabilities may retain their existing services and may continue to add or subtract lines.

(4) Entrance facilities are required between the serving wire center and an interexchange carrier's point of presence, or to a Telephone Company provided interstate transport capability, and the customer shall provide the connecting facility assignment (CFA) information, as defined in Section 2.6 preceding, using the industry standard Common Language Facility Identification. The CFA must include channel assignment information necessary to connect the FGA service to the interstate network.

(5) For existing FGA service installed prior to February 24, 1997, connecting facility assignment information is not required. This information must be provided if any changes or rearrangements are requested for the existing services.

Availability limited. Please refer to # footnote on Page 14-93. (T)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(A) Description (Cont'd)

(6) A seven digit local telephone number assigned by the Telephone Company is provided for access to FGA switching in the originating direction. The seven digit local telephone number will be associated with the selected end office switch and is of the form NXX-XXXX.

If the customer requests a specific seven digit telephone number that is not currently assigned, and the Telephone Company can, with reasonable effort, comply with that request, the requested number will be assigned to the customer.

(7) FGA switching, when used in the terminating direction, is arranged with dial tone start-dial signaling. When used in the terminating direction FGA switching may, at the option of the customer, be arranged for dial pulse or dual tone multifrequency address signaling, subject to availability of equipment at the first point of switching. When FGA switching is provided in a hunt group or uniform call distribution arrangement, all FGA switching will be arranged for the same type of address signaling.

(8) No address signaling is provided by the Telephone Company when FGA switching is used in the originating direction. Address signaling in such cases, if required by the customer, must be provided by the customer's end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Local Transport provided.

Availability limited. Please refer to # footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(A) Description (Cont'd)

(9) FGA switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, local operator service (0- and 0+), directory assistance (411 or 555-1212, whichever is available), emergency reporting service (911), exchange telephone repair ((800) 275-2355 where available), time or weather announcement services of the Telephone Company, community information services of an information service provider, and other customers' services (by dialing the appropriate digits). Charges for FGA terminating calls requiring operator assistance on calls to (800) 275-2355 or 911 will only apply where sufficient call details are available. Additional non-access charges will also be billed on a separate account for (1) an operator surcharge, as set forth in the general services tariffs, for local operator assistance (0- and 0+) calls, (2) calls to certain community information services, for which rates are applicable under Telephone Company local general services tariffs, e.g., 976 Network Services, and, (3) calls from a FGA line to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. Calls to community information services are permitted only where billing capability exists, i.e., sufficient billing and call detail is available to permit the billing of applicable non-access charges. For calls to Directory Assistance (411 and 555-1212 whichever is available), Switched Access Service usage rates will not apply. Instead, calls to this service are subject to the Directory Assistance Service per call rates as set forth in 9.6(B) following.

Availability limited. Please refer to # footnote on Page 14-93. (T)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(A) Description (Cont'd)

(10) When a FGA switching arrangement for an individual customer (a single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected.

(B) Optional Features

(1) Common Switching Optional Features

(a) Hunt Group Arrangement
(b) Uniform Call Distribution Arrangement
(c) Nonhunting Number for Use with Hunt Group Arrangement or Uniform Call Distribution Arrangement
(d) Call Denial
(e) Service Code Denial
(f) Toll Billing Exception
(g) WATS Access Line Service with the following options:
1) Hunt Group Arrangement
*2) Uniform Call Distribution Arrangement
*3) Nonhunting Number for use with Hunt Group or Uniform Call Distribution Arrangements
4) Code Screening
5) Overflow Advance Arrangement

Availability limited. Please refer to # footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(B) Optional Features (Cont'd)

(2) Transport Termination Optional Features

(a) Two-way operation with dial pulse address signaling and loop start supervisory signaling
(b) Two-way operation with dial pulse address signaling and ground start supervisory signaling
(c) Two-way operation with dual tone multifrequency address signaling and loop
(d) Two-way operation with dual tone multifrequency address signaling and ground start supervisory signaling
(e) Terminating operation with dial pulse address signaling and loop start supervisory signaling
(f) Terminating operation with dial pulse address signaling and ground start supervisory signaling
(g) Terminating operation with dual tone multifrequency address signaling and loop start supervisory signaling
(h) Terminating operation with dual tone multifrequency address signaling and ground start supervisory signaling
(i) Originating operation with loop start supervisory signaling
(j) Originating operation with ground start supervisory signaling.

Availability limited. Please refer to # footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(B) Optional Features (Cont'd)

(3) Switched Transport Optional Features

(a) Supervisory Signaling (as set forth in 6.1.2(A)(2)(a) preceding)
(b) Customer Specified Entry Switch Receive Level

(4) Certain other features which may be available in connection with Feature Group A are provided under the Telephone Company's local general services tariffs: These are:

(a) Call Forwarding
(b) Call Waiting
(c) Speed Calling
(d) Remote Call Forwarding
(e) IntraLATA extensions
(f) Directory listings

(C) Transmission Specifications

FGA is provided with either Type B or Type C Transmission Specifications. The specifications for the associated parameters are guaranteed to the first point of switching. Type C Transmission Specifications are provided with Interface Group 1 and Type B is provided with Interface Groups 2 through 10. Type DB Data Transmission Parameters are provided with FGA to the first point of switching.

Availability limited. Please refer to # footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Feature Groups (Cont'd)

6.2.1 Feature Group A (FGA)# (Cont'd)

(D) Testing Capabilities

FGA is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) test line and milliwatt (102 type) test line. In addition to the tests described in 6.1.5 preceding which are included with the installation of service, additional Cooperative Acceptance Testing and Nonscheduled Testing are available for FGA as set forth in 13.3. 4. following.

6.2.2 Feature Group B (FGB)

(A) Description

(1) FGB, when directly routed to an end office (i.e., provided without the use of an access tandem switch), is provided at appropriately equipped Telephone Company electronic end office switches. When provided via Telephone Company designated electronic access tandem switches, FGB switching is provided at Telephone Company electronic and electromechanical end office switches.

(2) FGB is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answer and disconnect supervisory signaling.

(3) FGB switching is provided with multifrequency address signaling in both the originating and terminating directions. Except for FGB switching provided with the automatic number identification (ANI) or rotary dial station signaling arrangements as set forth in 6.4 following, any other address signaling in the originating direction, if required by the customer, must be provided by the customer's end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

Availability limited. Please refer to # footnote on Page 14-93. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangement (Cont'd)

6.2.2 Feature Group B (FGB) (Cont'd)

(A) Description (Cont'd)

(4) The access code for FGB switching is a uniform access code. The form of the uniform access code is 950-XXXX for carriers. These uniform access codes will be the assigned access numbers of all FGB switched access service provided to the customer by the Telephone Company.

(5) FGB switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of the Telephone Company, community information services of an information service provider and other customers' services (by dialing the appropriate digits). When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. The customer will also be billed additional non-access charges for calls to certain community information services for which rates are applicable under

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Feature Groups (Cont'd)

6.2.2 Feature Group B (FGB) (Cont'd)

(A) Description (Cont'd)

(5) (Cont'd)

Telephone Company local general services tariffs, e.g., 976 Network Service. Calls to community information services are permitted only where billing capability exists, i.e., sufficient billing and call detail is available to permit the billing of applicable non-access charges. Additionally, non-access charges will also be billed for calls from a FGB trunk to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212 whichever is available), service codes (800) 275-2355 and 911 or 101XXXX access codes. Calls will be completed to Directory Assistance (NPA-555-1212 or 411 or 555-1212, whichever is available) when FGB Switching is combined with Directory Assistance Switching. The combination of FGB Switched Access Service with DA Service is provided as set forth in 9. following. FGB may not be switched, in the terminating direction, to Switched Access Service Feature Groups B, D, Trunkside BSA - 950 Option, and Trunkside BSA-101XXXX Option. When a provider of MTS and WATS subscribes to both FGB and FGD at an equal access end office, all such FGB and FGD usage originating and terminating at those end office will be subject to the premium Carrier Common Line, Switched Transport, Local Switching - LS2, the Residual Interconnection Charge, and Information Surcharge rates set forth in 3.9 and 6.9. (D) (D)

(This page filed under Transmittal No. 1156)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.2 Feature Group B (FGB) (Cont'd)

(A) Description (Cont'd)

(6) The Telephone Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGB switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGB switching arrangement provided. Different types of FGB or other switching arrangements may be combined in a single trunk group at the option of the Telephone Company.

(7) When all FGB switching arrangements are discontinued at an end office and/or in a LATA, an intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected.

(B) Optional Features

(1) Common Switching Optional Features

(a) Automatic Number Identification (ANI)

(b) Up to 7 Digit Outpulsing of Access Digits to customer

(c) WATS Access Line Service with the following options:

1) Hunt Group Arrangement
*2) Uniform Call Distribution Arrangement
*3) Non hunting number for use with Hunt Group or Uniform Call Distribution Arrangements
4) Code Screening
5) Overflow Advance Arrangement

(d) Alternate Traffic Routing

* Available only when the WATS Access Line service is provided from a converted or equal access end office.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.2 Feature Group B (FGB) (Cont'd)

(B) Optional Features (Cont'd)

(2) Transport Termination Optional Features

(a) Rotary Dial Station Signaling

(3) Switched Transport Optional Features Where Available

(a) Customer Specification of Switched Transport Termination

(b) Supervisory Signaling (as set forth in 6.1.2(A)(2)(a) preceding.)

(c) Customer specified Entry Switch Received Level.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.2 Feature Group B (FGB) (Cont'd)

(C) Transmission Specifications

FGB is provided with either Type B or Type C Transmission Specifications. The specifications for the associated parameters are guaranteed to the end office when routed directly or to the first point of switching when routed via an access tandem. Type C Transmission Specifications are provided with Interface Group 1 and Type B is provided with Interface Groups 2 through 10. Type DB Data Transmission Parameters are provided with FGB to the first point of switching.

(D) Testing Capabilities

FGB is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) test line and milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. In addition to the tests described in 6.1.5 preceding which are included with the installation of service, additional Cooperative Acceptance Testing, Cooperative Scheduled Testing, Manual Scheduled Testing and Nonscheduled Testing are available for FGB as set forth in 13.3.4. following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.3 Reserved for Future Use (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Feature Groups (Cont'd)

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(D)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

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(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

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6.2.4 Feature Group D (FGD)

(A) Description

(1) FGD is provided at Telephone Company designated electronic end office switches whether routed directly or via Telephone Company designated electronic access tandem switches.

Feature Group D with out of band signaling is provided where conditions permit through Telephone Company designated switches.

(2) FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.

(3) FGD switching is provided with multifrequency address or out of band signaling. When FGD switching is used with the 950 dialing option, FGD is only available from SS7 equipped offices. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Telephone Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

(This page filed under Transmittal No. 1433)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(A) Description (Cont'd)

(4) FGD switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of the Telephone Company, community information services of an information service provider, and other customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. The customer will also be billed additional non-access charges for calls to certain community information services, for which rates are applicable under Telephone Company local general service tariffs, e.g., 976 Network Service. Calls to community information services are permitted only where billing capability exists, i.e., sufficient billing and call detail is available to permit the billing of applicable non-access charges. Additionally, non-access charges will also be billed for calls from a FGD trunk to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212 whichever is available), service codes (800) 275-2355 and 911, 101XXXX access codes or to a TRS Center. Calls will be completed to Directory Assistance (NPA-555-1212 or 411 or 555-1212, whichever is available) when FGD switching is combined with Directory Assistance switching. The combination of FGD Switched Access Service with DA Service is provided as set forth in 9. following. FGD may not be switched, in the terminating direction, to Switched Access Service Feature Groups B, D, Trunkside BSA - 950 Option, or Trunkside BSA-101XXXX Option. (D)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(A) Description (Cont'd)

(5) The Telephone Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGD switching is provided. When required by technical limitations, or in the case of Switched 56 Kilobit Service, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Telephone Company. (D)

(6) The access code for FGD switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FGD access provided to the customer by the Telephone Company. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer, as set forth in 4. preceding. As an option, where technically feasible, 950 on FGD may be accessed by dialing an associated uniform 950-XXXX access code. When used with the 950 dialing option, FGD is only available with SS7 signaling equipped offices.

Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the end office is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Telephone Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the customer's premises.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(A) Description (Cont'd)

(6) (Cont'd)

When the 101XXXX 1+ or 011+ sent-paid access code is dialed from a Telephone Company pay telephone to a customer that has not ordered per 6.4.2(B) or (C) following, the calls will be routed to a Telephone Company recording.

Rates and charges applicable to 950 on FGD service are as specified in Section 6.9.2 following.

In addition, customers who order 950 on FGD service from the effective date of this tariff until January 31, 1998 will only pay fifty percent of the appropriate nonrecurring charge.

(7) At the option of the customer, Switched 56 Kilobit Service as specified following is available for use with Trunkside BSA-101XXXX Option and Feature Group D. Switched 56 Kilobits traffic is ordered as set forth in 5.2 preceding and is delivered to the customer via separate Trunkside BSA-101XXXX Option or FGD trunks capable of or FGD trunks capable of supporting 56 Kbps digital transmission.

Switched 56 Kilobit service is an arrangement whereby customers may receive, or send, data at a speed of 56 Kbps from designated switches over dedicated trunks. The number dialed by the customer's end user shall be a seven or ten digit number in the form of NXX-XXXX, 1+NXX-XXXX, 101XXXX+NXX-XXXX, NPA+NXX-XXXX, 1+NPA+NXX-XXXX, or 101XXXX+NPA+NXX-XXXX and when the end office is equipped for International Direct Distance Dialing (IDDD), 011+CC+NN.

All rates and charges normally applicable to Trunkside BSA-101XXXX Option and Feature Group D, i.e., non-recurring, monthly recurring, and usage sensitive apply to Switched 56 Kilobit Service. Additionally, a per Switched 56 Kilobit access minute of use charge specified in 6.1.2 (9) preceding and 6.9.7 following, apply to Switched 56 Kilobit Service.

This option is not available in combination with out of band signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(B) Optional Features

(1) Common Switching Optional Features

(a) Automatic Number Identification (ANI)
(b) Service Class Routing
(c) Alternate Traffic Routing
(d) International Carrier Option
(e) Code Screening for Use with WATS Access Line Service
(f) Hunt Group Arrangement for Use with WATS Access Line Service
(g) Uniform Call Distribution Arrangement for Use with WATS Access Line Service
(h) Nonhunting Number for Use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for Use with WATS Access Lines
(i) Overflow Advance Arrangement for Use with WATS Access Line Service
(j) Calling Party Number * +
(k) Charge Number *
(l) Carrier Selection Parameter * ++
(m) Access Transport Parameter * ++
(n) Flexible Automatic Number Identification(Flex ANI)
(o) 900 Access Service
(p) Carrier Identification Parameters (CIP) * ++
(q) 950-XXXX Dialing On FGD*

(2) Transport Termination Optional Features

(a) Operator Trunk, Full Feature Arrangement

\+ CPN is not offered in Pennsylvania and/or where it is not technically feasible.
++ Available only at selected Telephone Company switches.
* Available only on originating FGD.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(B) Optional Features (Cont'd)

(3) Switched Transport Optional Features

(a) Supervisory signaling (as set forth in 6.1.2(A)(6)(a) preceding).
(b) Customer Specified Entry Switch Receive Level (as set forth in 6.1.2(A)(6)(b) preceding).
(c) Customer Specification of Switched Transport Termination (as set forth in 6.1.2(A)(6)(c) preceding).
(d) Tandem to End Office Re-Route Option (as set forth in 6.1.2(A)(6)(d) preceding).
(e) Out of band signaling (as set forth in 6.1.2(A)(6)(e) preceding).

(4) Line Termination Optional Features

(a) Dialed Number Identification Service
(b) Answer Supervision

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.4 Feature Group D (FGD) (Cont'd)

(C) Transmission Specifications

FGD is provided with either Type A, Type B or Type C Transmission Specifications as follows:

- When routed directly to the end office either Type B or C is provided.

- When routed to an access tandem only Type A is provided.

- Type A is provided on the transmission path from the access tandem to the end office.

Type C Transmission Specifications are provided with Interface Group 1. Type A and Type B Transmission Specifications are provided with Interface Groups 2 through 10.

900 Access Service traffic originating from equal access end offices with six digit translation capability, and for 500 Access Service and Toll Free Data Base Access Service traffic originating from end offices with Data Base query functionality, all normal Feature Group D parameters apply.

500 Access Service, Toll Free Data Base Access Service, and 900 Access Service, traffic originating from all other end offices, Type A Transmission Specifications are provided for the facility between the access tandem and the customer's premises.

Feature Group D trunks equipped for Switched 56 Kilobit Service traffic are subject to the following transmission specification:

- Transmission rate is 56 Kbps full duplex

(D)
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(D)

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.5 Switched Transport Facilities

Customers requesting Lineside or Trunkside Switched Access service must specify the type of Collocated Interconnection Cross-Connect Service and SPOT Bay Frame and Terminations pursuant to Section 19 following, Entrance Facility, or DS3, DS1, or Voice Grade between the customer's facilities or Collocated Interconnected arrangement and the SWC. (See Note below.)

The customer must also specify if Direct Trunked Transport or Tandem Switched Transport is desired. Tandem Switched Transport is not available for Lineside Switched Access Service. If Direct Trunked Transport is requested, the customer must specify the type of Direct Trunked Transport facility, DS3, DS1, or Voice Grade to be utilized. If Tandem Switched Transport is requested, the Telephone Company shall determine the type of facilities to be utilized from the SWC of the customer's facilities to the end office, via the access tandem, based on the customer's order for service on a busy hour minutes of capacity or on a per trunk basis. (D)

There are several types of facilities, IEF, DS3, DS1, or Voice Grade, available to the customer for Entrance Facilities and Direct Trunked Transport facilities for Lineside or Trunkside Switched Access service. Following is a brief description of each type of facility. Each type, as well as Collocated Interconnection Cross-Connect Service and SPOT Bay Frame and Terminations as specified in Section 19 following, has its own characteristics and is available with multiplexing options as set forth in 6.1.2(A)(7)(b) preceding. (D)

(a) Voice Grade Facility

A Voice Grade facility is an electrical communications path, which provides voice-frequency transmission in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire. Compatible Interface Groups are described in 6.1.2(A)(6) preceding.

Note: See Section 19 following for further information.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.5 Switched Transport Facilities (Cont'd)

(b) DS1 Facility

DS1 facilities are available for Entrance Facilities and for Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths. Compatible Interface Groups are described in 6.1.2(A)(6) preceding.

(c) DS3 Facility

DS3 facilities are available for Entrance Facilities and Direct Trunked Transport facilities. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. Compatible Interface Groups are described in 6.1.2(A)(6) preceding.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.5 Switched Transport Facilities (Cont'd)

(d) IntelliLight Entrance Facilities (IEF)

IEF facilities are available for Entrance Facilities and Direct Trunk Transport. An IEF facility is capable of providing unlimited quantities of STS1s, STS3s or STS12s. An IEF facility may require both a termination and an interface. IEF facilities are described in more detail in Section 6.8.25 following.

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

6.2.5 Switched Transport Facilities (Cont'd)

Beginning August 7, 1998, the Telephone Company will no longer offer DS3C with an optical interface in response to new requests. All new requests for DS3 optical interfaces will be provisioned over SONET transmission devices. The new optical option is DS3 SONET Optical Interface (SOI). Those DS3 services provisioned prior to August 7, 1998, with Telephone Company provided Optical Line Terminating Equipment (OLTE) located in the Serving Wire Center, will continue to be provided and maintained. A more detailed description of DS3 SONET Optical Interface is included in Section 7.2.9(A) following.

When the customer has ordered Trunkside BSA-101XXXX Option or Feature Group D with out of band signaling as set forth in 6.1.2(A)(6)(e) preceding, the Telephone Company will provide out of band signaling in accordance with the technical specifications set forth in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and (T)
Supplement, August 1992, and Technical Reference GR-905-CORE, (C)(x)
Issue 11, and as specified in sections 6.1.2 and 6.4.1. (C)(x)

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000905 and TR-TSV-000962, Issue 1 in their entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs

Switched Access Service is also provided in the form of three unbundled Basic Serving Arrangements (BSAs) - Lineside, Trunkside and Dedicated Network Access Link (DNAL) connections. The provision of Lineside and Trunkside BSAs requires Switched Transport facilities and the appropriate Local Switching functions. The provision of DNAL BSAs requires Channel Mileage facilities and the appropriate Channel Termination functions. In addition, WATS Access Line Service as described in section 7.2.3.1 following may, at the option of the customer, be provided for use with the Lineside BSA and Trunkside BSAs.

There are also various Switched Transport and Local Switching optional features and Basic Service Elements (BSEs) available with a BSA. Unless specifically stated otherwise, these BSEs and features are available at most Telephone Company end office switches. WATS Access Line Service termination optional features and BSEs are available only in the end office designated as WATS serving offices.

There are three specific transmission specifications (i.e., Types A, B, and C) that have been identified for the provision of BSAs. The specifications provided are dependent on the interface group and the routing of the service (i.e., whether the service is routed directly to the end office or via an access tandem). The parameters for the transmission specifications are set forth in section 6.6 following.

Lineside and Trunkside BSAs are arranged for either originating, terminating or two-way calling, based on the customer end office switching capability ordered. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's facilities. Terminating calling permits the delivery of calls from the customer's facilities to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Telephone Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Telephone Company will work cooperatively with the customer to determine the directionality.

For Telephone Company provided facilities between an access tandem and a TRS Center, calls will be delivered only in the originating direction. For calls originating from a TRS Center routed through an access tandem, access minutes of use will be reported by the TRS provider until the Telephone Company attains the appropriate measurement capabilities.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

Following are detailed descriptions of each of the available BSAs. Each BSA is described in terms of its specific physical characteristics and calling patterns, the transmission specifications with which it is provided, the optional features and BSEs available for use with it, and the standard testing capabilities.

6.3.1 Lineside BSA#

(A) General Description

(1) Lineside BSA is provided in connection with the Telephone Company electronic and electromechanical end offices. At the option of the customer, Lineside BSA is provided on a single or multiple line group basis and is arranged for originating calling only, terminating calling only, or two-way calling. Lineside BSA provides lineside access to Telephone Company end office switches with an associated seven-digit local telephone number for the customer's use in originating communications (1) to an Interexchange Carrier's interstate service, or (2) to the Telephone Company's facilities when used to provide dial tone service from the Telephone Company's end office switch in a state other than the state of the customer's normal serving end office.

Availability limited. Please refer to # footnote on Page 14-105. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.3 Provision and Description of Switched Access BSAs (Cont'd)

Material previously found on this page can now be found on Original Page 14-105.

(This page filed under Transmittal No. 1403)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(A) General Description (Cont'd)

(1) (Cont'd)

Entrance facilities are required between the serving wire center and an interexchange carrier's point of presence, or to a Telephone Company provided interstate transport capability, and the customer shall provide the connecting facility assignment (CFA) information, as defined in Section 2.6 preceding, using the industry standard Common Language Facility Identification. The CFA must include channel assignment information necessary to connect the Lineside BSA to the interstate network.

For existing Lineside BSA that is installed prior to February 24, 1997, connecting facility assignment information is not required. This information must be provided if any changes or rearrangements are requested for the existing services.

(2) Lineside BSA provides for a lineside termination at the first point of switching, which shall be selected by the Telephone Company within the requested LATA, unless the customer requests a different location at which Telephone Company facilities and measurement capabilities are available to accommodate such a request.

(3) The Telephone Company assigns a seven digit telephone number associated with the selected end office to provide access to Lineside BSA in the originating direction. The assigned number will be in the form NXX-XXXX. If the customer requests a specific number that is currently unassigned, the requested number will be assigned to the customer if the Telephone Company can comply with that request with reasonable effort.

(4) Calls from end users to the seven digit telephone numbers associated with Lineside BSA may be subject to Telephone Company Local and/or General Exchange

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(A) General Description (Cont'd)

(4) (Cont'd)

Service tariff charges (including message unit and toll charges, as applicable). The monthly bills rendered to customers for their Lineside BSA service for which section 3, Carrier Common Line Access Service charges apply will include a credit to reflect message unit charges collected from their end users under the Telephone Company's Local and/or General Exchange Service tariffs. The credit will apply for recorded originating usage, as appropriate, for the Lineside BSA service provided. No credit will apply for any terminating Lineside BSA access minutes. The message unit credit for originating Lineside BSA access minutes is set forth in section 6.8.11.

(5) At the option of the customer, Lineside BSA will be provided:

(a) with either ground start or loop start supervisory signaling and

(b) on a single or multiple line group basis.

(6) When Lineside BSA is used in the originating direction, no address signaling is provided by the Telephone Company. If such signaling is required, it must be provided by the customer's end user using inband tone signaling techniques. Inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Local Transport provided.

(7) When used in the terminating direction, Lineside BSA is arranged with dial tone start-dial signaling. At the option of the customer, terminating Lineside BSA may be arranged for dial pulse or dual tone multifrequency address signaling, subject to the availability of equipment at the first point of switching. When Lineside BSA is provided with a

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(A) General Description (Cont'd)

(7) (Cont'd)

hunt group or uniform call distribution arrangement BSE, all Lineside BSAs will be arranged for the same type of address signaling.

Lineside BSA switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, local operator service (0- and 0+), Directory Assistance (411 where available and 555-1212), emergency reporting service (911 where available), time or weather announcement services of the Telephone Company, community information services of an information service provider, and other customer's services (by dialing the appropriate digits). Charges for Lineside BSA terminating calls requiring operator assistance or calls to (800) 275-2355 or 911 will only apply where sufficient call details are available.

(8) Additional non-access charges will also be billed on a separate account for (1) an operator surcharge, as set forth in the local exchange tariffs, for local operator assistance (0- and 0+) calls, (2) calls to certain community information services, for which rates are applicable under Telephone Company exchange service tariffs, e.g., 976 Network Services, and, (3) calls from a Lineside BSA line to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. For Lineside BSA calls to Directory Assistance (411 where available and 555-1212), Switched Access Service usage rates will not apply. Instead, Lineside BSA calls to this service are subject to the Directory Assistance and Directory Assistance Service per call rates as set forth in section 9.6(B) following.

(9) When Lineside BSA for an individual customer (A single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(A) General Description (Cont'd)

(9) (Cont'd)

associated with the number dialed has been discontinued.

(10) When a WAL service is provided in conjunction with a Lineside BSA, the customer will be provided with Routing of IntraLATA Calls to the Telephone Company for Use with WATS Access Line Service Option.

(B) Lineside BSA Optional Features and BSEs

(1) Common Switching

(a) Hunting Service Arrangements (BSE)
(b) Uniform Call Distribution Arrangement (BSE)
(c) Non-Hunt Directory Numbers (BSE)
(d) Call Denial (Optional Feature)
(e) Service Code Denial (Optional Feature)
(f) Toll Billing Exception (Optional Feature)
(g) WATS Access Line Service with the following options:
    (1) Hunt Group Arrangement (Optional Feature)
    (2) Uniform Call Distribution Arrangement (Optional Feature)
    (3) Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement (Optional Feature)
    (4) Code Screening (Optional Feature)
    (5) Overflow Advance Arrangement (Optional Feature)
(h) Answer Supervision with a Line Side Interface (BSE)
(i) Make Busy Arrangement (BSE)
(j) Three-Way Call Transfer (BSE)
(k) Messaging Services Interface (BSE)
(l) Three-Way Calling (BSE)

(n) Direct Inward Dialing (DID) Service (BSE)
(o) DID Trunk Queuing (BSE)

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(B) Lineside BSA Optional Features and BSEs (Cont'd)

(2) Transport Termination

(a) Two-way operation with dial pulse address signaling and loop start supervisory signaling.
(b) Two-way operation with dial pulse address signaling and ground start supervisory signaling.
(c) Two-way operation with dual tone multifrequency address signaling and loop start supervisory signaling.
(d) Two-way operation with dual tone multifrequency address signaling and ground start supervisory signaling.
(e) Terminating operation with dial pulse address signaling and loop start supervisory signaling.
(f) Terminating operation with dial pulse address signaling and ground start supervisory signaling.
(g) Terminating operation with dual tone multifrequency address signaling and loop start supervisory signaling.
(h) Terminating operation with dual tone multifrequency address signaling and ground start supervisory signaling.
(i) Originating operation with loop start supervisory signaling.
(j) Originating operation with ground start supervisory signaling.

(3) Switched Transport

(a) Supervisory Signaling (as set forth in 6.1.3(A)(2)(a) preceding).
(b) Customer Specified Entry Switch Receive Level.

(4) Certain other features which may be available in connection with Lineside BSA are provided under the Telephone Company's General Subscriber Service Tariffs. These are:

(a) Call Forwarding
(b) Call Waiting
(c) Speed Calling
(d) Remote Call Forwarding

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.1 Lineside BSA# (Cont'd)

(B) Lineside BSA Optional Features and BSEs (Cont'd)

(4) (Cont'd)

(e) IntraLATA extensions
(f) Directory listings

(C) Transmission Specifications

Lineside BSA is provided with either Type A or Type C Transmission Specifications. The specifications for the associated parameters are guaranteed to the first point of switching. Type C Transmission Specifications are provided with Interface Group 1 and Type B is provided with Interface Groups 2 through 9. Type DB Data Transmission Parameters are provided with Lineside BSA to the first point of switching.

(D) Testing Capabilities

Lineside BSA is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) text and milliwatt (102 type) test line. In addition to the tests described in 6.1.6 preceding which are included with the installation of service, additional Cooperative Acceptance Testing and Nonscheduled Testing are available for Lineside BSA as set forth in section 13.3.5 following.

6.3.2 Trunkside BSA

Trunkside BSA is provided in switched access packages. These are differentiated by their technical characteristics, e.g., the manner in which an end user accesses them in originating calls. Two options are offered as Trunkside BSA - 950 Option and Trunkside BSA-101XXXX Option. The Trunkside - 950 Option is provided as set forth in 6.4.2.1 following. The Trunkside BSA-101XXXX Option is set forth in 6.4.2.3 following.

Trunkside BSAs provide trunk side access to Telephone Company end office switches, either directly or through a Telephone Company designated Switched Access Service tandem switch. The Telephone Company will establish a trunk group (or groups)

Availability limited. Please refer to # footnote on Page 14-105. (T)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

between the customer's premises and end office or access tandem switches, based on the technical limitations imposed by the type, directionality and quantity of traffic specified by the customer. Different Switched Access Service arrangements may be combined in a single group at the option of the Telephone Company. (D)

6.3.2.1 Trunkside BSA - 950 Option

(A) General Description

Trunkside BSA - 950 Option, which is available to all customers, provides trunk side access to Telephone Company end office switches with an associated uniform 950-XXXX access code for non-Toll Free and non-900 Access Service for the customer's use in originating communications from and terminating communications to an Interexchange Carrier's interstate service, Telephone Company central office, or a customer provided interstate communications capability. The customer must specify the Interexchange Carrier to which the Trunkside BSA - 950 Option is connected or, in the alternative, specify the means by which the access communication is transported to another state. (D)

Trunkside BSA - 950 Option may be directly routed only to appropriately equipped electronic end office switches. Trunkside BSA - 950 Option may be provided via Telephone Company designated electronic access tandem switches to other Telephone Company electronic and electro-mechanical end office switches.

Trunkside BSA - 950 Option switch trunk equipment is provided with (a) wink start start-pulsing signaling and (b) answer and disconnect supervisory signaling. Trunkside BSA - 950 Option is provided with multi-frequency address signaling. With exception of Trunkside BSA - 950 Option provided with the automatic number identification (ANI) or rotary dial station signaling Local Switching optional features.

(D)
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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.1 Trunkside BSA - 950 Option (Cont'd)

(A) General Description (Cont'd)

any other address signaling required by the customer in the originating direction must be provided by the customer's end user using inband tone signaling techniques.

Inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

When all Trunkside BSA - 950 Option service is discontinued at an end office and/or in a LATA, an intercept announcement indicating that the service associated with the number dialed has been discontinued will be provided for a limited period of time.

Trunkside BSA - 950 Option switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of the Telephone Company, community information services of an information service provider, and other customers' services (by dialing the appropriate digits). When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. The customer will also be billed additional non-access charges for calls to certain community information services for which rates are applicable under Telephone Company exchange service tariffs, e.g., 976 Network Service. Additionally, non-access charges will also be billed for calls from a Trunkside BSA - 950 Option trunk to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. Calls in the terminating direction

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.1 Trunkside BSA - 950 Option (Cont'd)

(A) General Description (Cont'd)

will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 and 555-1212), service codes (800) 275-2355 and 911, or 101XXXX access codes. Calls will be completed to Directory Assistance (NPA-555-1212 or 555-1212) when Trunkside BSA -950 Option switching is combined with Directory Assistance Switching. The combination of Trunkside BSA - 950 Option Switched Access Service with Directory Assistance Service is provided as set forth in section 9 following.

Trunkside BSA - 950 Option may not be switched, in the terminating direction, to Switched Access Service Lineside BSA, Trunkside BSAs, or Feature Groups. When a provider of MTS and WATS subscribes to both Trunkside BSA-950 Option and Trunkside BSA-101XXXX Option at an equal access end office, all such Trunkside (D)
BSA-950 Option and Trunkside BSA-101XXXX Option (D)
usage originating and terminating at those end offices will be subject to the premium Carrier Common Line, Switched Transport, Local Switching - LS2, and Information Surcharge (Z)
rates set forth in 3.9 and 6.9. When a WAL Service is provided in conjunction with a Trunkside BSA - 950 Option Switched Access Service, the customer will be provided with the Routing of Intrastate Calls to the Telephone Company for Use with WATS Access Line Services Option.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.1 Trunkside BSA - 950 Option (Cont'd)

(B) Trunkside BSA - 950 Option Optional Features and BSEs

(1) Common Switching

(a) Automatic Number Identification (BSE)
(b) Up to 7 Digit Outpulsing of Access Digits to customer (Optional Feature)
(c) WATS Access Line Service with the following options:
    (1) Hunt Group Arrangement (Optional Feature)
    (2) Uniform Call Distribution Arrangement (Optional Feature)
    (3) Non-hunting number for use with Hunt Group or Uniform Call Distribution Arrangements (Optional Feature)
    (4) Code Screening (Optional Feature)
    (5) Overflow Advance Arrangement (Optional Feature)
(d) Alternate Traffic Routing (BSE)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.1 Trunkside BSA - 950 Option (Cont'd)

(B) Trunkside BSA - 950 Option Optional Features and BSEs (Cont'd)

(2) Transport Termination

(a) Rotary Dial Station Signaling

(3) Switched Transport

(a) Customer Specification of Switched Transport Termination
(b) Supervisory Signaling (as set forth in 6.1.3(A)(2)(a) preceding)
(c) Customer Specified Entry Switch Receive Level

(C) Transmission Specifications

Trunkside BSA - 950 Option is provided with either Type B or Type C Transmission Specifications. The specifications for the associated parameters are guaranteed to the end office when routed directly or to the first point of switching when routed via an access tandem. Type C Transmission Specifications are provided with Interface Group 1 and Type B is provided with Interface Groups 2 through 10. Type DB Data Transmission Parameters are provided with Trunkside BSA - 950 Option to the first point of switching.

(D) Testing Capabilities

Trunkside BSA - 950 Option is provided, in the terminating direction where equipment is available, with seven digit access to balance

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.1 Trunkside BSA - 950 Option (Cont'd)

(D) Testing Capabilities (Cont'd)

(100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. In addition to the tests described in 6.1.5 preceding which are included with the installation of service, additional Cooperative Acceptance Testing, Cooperative Scheduled Testing, Manual Scheduled Testing and Nonscheduled Testing are available as set forth in 13.3.4 following.

6.3.2.2 Reserved for Future Use (C)

(D)
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|
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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

(D)

(D)

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

(D)
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(D)

6.3.2.3 Trunkside BSA-101XXXX Option

(A) General Description

Trunkside BSA-101XXXX Option is available to all customers at Telephone Company designated electronic end office switches, whether routed directly or via Telephone Company designated electronic access tandem switches. Trunkside BSA-101XXXX Option provides trunk side access to end office switches with an associated uniform 101XXXX access code for use in originating and terminating communications.

All Trunkside BSA-101XXXX Options provided to the customer by the Telephone Company will use these uniform access codes.

No access code is required for calls to a customer over a Trunkside BSA-101XXXX Option if the Switched Access Service customer's end user has presubscribed its Telephone Exchange Service to that customer, as set forth in section 4.2 preceding.

When no access code is required, the telephone number dialed by the customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1+NXX-XXXX, NPA+NXX-XXXX, 0 or 1+NPA+NXX-XXXX. When the end office is equipped

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(A) General Description (Cont'd)

for International Direct Distance Dialing (IDDD) the form is 01+CC+NN or 011+CC+NN.

Trunkside BSA-101XXXX Option switch trunk equipment is provided with

(a) wink start start-pulse signaling and
(b) answer and disconnect supervisory signaling
(c) or without signaling when out of band signaling is specified.

Trunkside BSA-101XXXX Option is provided with multifrequency address signaling or out of band signaling. Up to twelve digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signaling will be provided by the Telephone Company equipment to the customer's premises where the Switched Access Service terminates. Called party number signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

Trunkside BSA-101XXXX Option switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of the Telephone Company, community information services of an information service provider, and other customer Trunkside BSA-101XXXX Option services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. The customer will also be billed additional non-access charges for calls to certain community information services for which rates are applicable under Telephone Company exchange service tariffs, e.g., 976 Network Service.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(A) General Description (Cont'd)

Additionally, non-access charges will also be billed for calls from a Trunkside BSA-101XXXX Option trunk to another customer's service in accordance with that customer's applicable service rates when the Telephone Company performs the billing function for that customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 and 555-1212), service codes (800) 275-2355 and 911, 101XXXX access codes, or to a TRS Center. Calls will be completed to Directory Assistance (NPA-555-1212 or 555-1212) when Trunkside BSA-101XXXX Option switching is combined with Directory Assistance Switching. The combination of Trunkside BSA-101XXXX Option Switched Access Service with Directory Assistance Service is provided as set forth in section 9. following. Trunkside BSA-101XXXX Option may not be switched, in the terminating direction, to Switched Access Service Trunkside BSAs.

The Telephone Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where Trunkside BSA-101XXXX Option Switching is provided. When required by technical limitations, a separate trunk group will be established for each type of Trunkside BSA-101XXXX Option switching arrangement provided. Different types of Trunkside BSA-101XXXX Option or other switching arrangements may be combined in a single trunk group at the option of the Telephone Company.

The access code for Trunkside BSA-101XXXX Option switching is a uniform access code of the form 101XXXX. These uniform access codes will be the assigned access numbers of all Trunkside BSA-101XXXX Option access provided to the customer by the Telephone Company. No access code is required for calls which originate from a WATS Access Line (WAL) Service. No access code is

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(A) General Description (Cont'd)

required for calls to a customer over Trunkside BSA-101XXXX Option Switched Access Service if the end user's telephone exchange service, the Pay Telephone Service Provider's Telephone Service, or the customer's Lineside BSA Switched Access Service is arranged for presubscription to that customer, as set forth in 13 following.

Calls originating from a WAL Service by the end user's dialing 0+500+NXX, 1+500+NXX, Toll Free Code+NXX+XXXX, 1+Toll Free Code+NXX-XXXX, 900+NXX-XXXX, 0+900+NXX-XXXX, or 1+900+NXX-XXXX will be routed to the Switched Access Service of the 500, Toll Free, or 900 service provider. Calls originating from a WAL Service by the end user's dialing unassigned NXXs, local operator assistance (0-), service codes (211, (800) 275-2355 and 911), directory assistance (411) and 101XXXX access codes will not be completed.

When the 101XXXX access code is used, Trunkside BSA-101XXXX Option switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Telephone Company's emergency reporting service, or the end-of-dialing digit (#) for cut through access to the customer's premises.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(A) General Description (Cont'd)

Trunkside BSA-101XXXX Option switching will be arranged to accept calls from telephone exchange service, Public Telephone Service or Lineside BSA locations without the need for dialing 101XXXX uniform access code. Each telephone exchange service line, Public Telephone Service Line or Lineside BSA may be marked with a presubscription code to identify which 101XXXX code its calls will be directed to for interLATA service. Presubscription codes are applied as set forth in section 13 following.

When a customer has had Trunkside BSA - 950 Option access in an end office and subsequently replaces the Trunkside BSA - 950 Option access with Trunkside BSA-101XXXX Option access, at the customer's request and where facilities permit, the Telephone Company, will, for a period of 90 days, direct calls dialed by the customer's end users using the customer's previous Trunkside BSA - 950 Option access code to the customer's Trunkside BSA-101XXXX Option access service. The customer must be prepared to handle normally dialed Trunkside BSA-101XXXX Option calls dialed with the Trunkside BSA - 950 Option access code which require the customer to receive additional address signaling from the end user. Such calls will be rated as Trunkside BSA-101XXXX Option.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(A) General Description (Cont'd)

At the option of the customer, Switched 56 Kilobit Service as specified following is available for use with Trunkside BSA-101XXXX Option. Switched 56 Kilobits traffic is ordered as set forth in 5.2 preceding and is delivered to the customer via separate Trunkside BSA-101XXXX Option trunks capable of supporting 56 Kbps digital transmission.

Switched 56 Kilobit service is an arrangement whereby customers may receive, or send, data at a speed of 56 Kbps from designated switches over dedicated trunks. The number dialed by the customer's end user shall be a seven or ten digit number in the form of NXX-XXXX, 1+NXX-XXXX, 101XXXX + NXX-XXXX, NPA+NXX-XXXX, 1+NPA+NXX-XXXX, or 101XXXX + NPA+NXX-XXXX, and when the end office is equipped for International Direct Distance Dialing (IDDD), 011+CC+NN.

All rates and charges normally applicable to Trunkside BSA-101XXXX Option i.e., non-recurring, monthly recurring, and usage sensitive apply to Switched 56 Kilobit Service. Additionally, a per Switched 56 Kilobit access minute of use charge specified in Section 6.1.2(B)(6) preceding and Section 6.9.7 following, apply to Switched 56 Kilobit Service. (T) (T)

This option is not available in combination with out of band signaling.

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.3 Provision and Description of Switched Access BSAs (Cont'd)
6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(B) Trunkside BSA-101XXXX Option Optional Features and BSEs

(1) Common Switching

(a) Automatic Number Identification (BSE)
(b) Service Class Routing (Optional Feature)
(c) Alternate Traffic Routing (BSE)
(d) International Carrier Option (Optional Feature)
(e) Code Screening for use with WATS Access Line Service (Optional Feature)
(f) Hunt Group Arrangement for Use with WATS Access Line Service (Optional Feature)
(g) Uniform Call Distribution Arrangement for Use with WATS Access Line Service (Optional Feature)
(h) Nonhunting Number for Use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for Use with WATS Access Line Service (Optional Feature)
(i) Overflow Advance Arrangement for Use with WATS Access Line Service (Optional Feature)
(j) Calling Party Number (Optional Feature) *
(k) Charge Number (BSE)
(l) Carrier Selection Parameter (Optional Feature)
(m) Flexible Automatic Number Identification (BSE)
(n) 900 Access Service

(2) Transport Termination

(a) Operator Trunk, Full Feature Arrangement

(3) Switched Transport

(a) Supervisory Signaling (as set forth in section 6.1.3(A)(2)(a) preceding)
(b) Out of Band Signaling (as set forth in section 6.1.3(A)(2)(e) preceding)
(c) Common Channel Signaling Access Service
(d) Billing Validation Service
(e) Toll Free Data Base Access Service
(f) 500 Access Service

* Calling Party Number is not offered in Pennsylvania, and where it is not technically feasible.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(B) Trunkside BSA-101XXXX Option Optional Features and BSEs (Cont'd)

(4) Line Termination

(a) Dialed Number Identification Service
(b) Answer Supervision

(C) Transmission Specifications

Trunkside BSA is provided with either Type A, Type B or Type C Transmission Specifications as follows:

(1) When routed directly to the end office either Type B or C is provided.
(2) When routed to an access tandem or TOPS tandem only Type A is provided.
(3) Type A is provided on the transmission path from the access of TOPS tandem to the end office.

Type C Transmission Specifications are provided with Interface Group 1. Type A and Type B Transmission Specifications are provided with Interface Groups 2 through 10.

Type DA Data Transmission Parameters are provided for the transmission path between the customer's premises and the access of TOPS tandem and between the access or TOPS tandem and the end office. Type DA Data Transmission Parameters are provided with Trunkside BSA-101XXXX Option for the transmission path between the customer's premises and the end office when directly routed to the end office.

(D) Testing Capabilities

Trunkside BSA-101XXXX Option is provided, in the terminating direction where equipment is available, with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.2 Trunkside BSA (Cont'd)

6.3.2.3 Trunkside BSA-101XXXX Option (Cont'd)

(D) Testing Capabilities (Cont'd)

line and open circuit test line. In addition to the tests described in 6.1.6 preceding which are included with the installation of service, additional Cooperative Acceptance Testing, Cooperative Scheduled Testing, Manual Scheduled Testing and Nonscheduled Testing are available as set forth in 13.3.4 following for Trunkside BSA-101XXXX Option.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA

(A) General Description

(1) The Dedicated Network Access Link (DNAL) BSA provides a connection between the customer designated premises and a Telephone Company switch or central office for the transfer of data from the switch or central office to the customer premises.

(2) The DNAL is primarily used in conjunction with switched access or central office based services requiring a separate link for transmitting signaling or control information. The switched access service determines the requirement for speed, type, and number of DNALs.

(3) The DNAL can be used in association with the Common Switching BSEs as set forth following.

(a) Messaging Services Interface (BSE)

This option is provided as set forth in 6.4.1(AG) following.

(b) Make Busy Arrangements (BSE)

This option is provided as set forth in 6.4.1(AH) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(B) Metallic DNAL

(1) Basic Description

A Metallic DNAL is a unconditioned two-wire channel capable of transmitting low speed varying signals at rates up to 30 baud. This channel is provided by metallic or equivalent facilities. Metallic DNALs are provided between a customer designated premises and a Telephone Company switch or central office. Interoffice metallic DNALs will be limited in length to a total of five route miles per channel.

(2) Technical Specifications packages

		Package MT-		
Parameter	C	1	2	3
DC Resistance Between Conductors	X	X	X	
Loop Resistance	X			X
Shunt Capacitance	X			X

The technical specifications are delineated in Technical Reference TR-NPL-000336.

(3) Channel Interfaces

Compatible channel interfaces are set forth in 7.3.5(A) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL

(1) Basic Description

A Voice Grade KNAL is a channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated as analog two-wire or four-wire. Voice Grade DNALs are provided between a customer designated premises and a Telephone Company switch or central office.

(2) Technical Specifications Packages

The technical specifications for Voice Grade DNALs are delineated in Technical Reference TR-NWT-000335, Issue 3, under the section defining VG-6 capabilities. (C)(x) (C)(x)

(3) Channel Interfaces

The following channel interfaces for Voice Grade DNALs do not require signaling capability: AH, DA, DB, DD, DE, DS, NO, PR and TF.

The following channel interfaces for Voice Grade KNALs require signaling capability: AB, AC, CT, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, RV and SF.

Compatible channel interfaces are set forth in 6.1.2(A)(1) preceding.

(x) TR-NWT-000335, Issue 3, replaces TR-000335, Issue 2, in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

(4) Optional Features and Functions

(a) Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade DNALs. C-Type conditioning controls attenuation distortion and envelope delay distortion.

In addition, a customer may require that either the attenuation distortion or the envelope delay distortion, or both, be improved to more stringent specifications than those provided for C-Type conditioning. In these cases the customer has the option of ordering either Improved Attenuation Distortion or Improved Envelope Delay Distortion, or both, as needed.

(1) C-Type Conditioning

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are:

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(a) Conditioning (Cont'd)

(1) C-Type Conditioning (Cont'd)

Attenuation Distortion
(Frequency Response)
Relative to 1004 Hz

Frequency Variation Range (Hz)	(dB)
504-2804	-1.0 to +3.0
304-3804	-2.0 to +6.0

Envelope Delay Distortion Frequency Range (Hz)	Variation (micro-seconds)
1004-2604	≤ 500
604-2604	≤ 1500
504-2804	≤ 3000

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(a) Conditioning (Cont'd)

(2) Improved Attenuation Distortion

Improved attenuation distortion is provided for additional control of attenuation distortion. The improved attenuation distortion specifications are:

Attenuation Distortion
(Frequency Response)
Relative to 1004 Hz

Frequency Range (Hz)	Variation (dB)
404-2804	-1.0 to +2.0
304-3004	-1.0 to +3.0
304-3204	-2.0 to +6.0

(3) Improved Envelope Delay Distortion

Improved envelope delay distortion is provided for additional control of envelope delay distortion. The improved envelope delay distortion specifications are:

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(a) Conditioning (Cont'd)

(3) Improved Attenuation Distortion (Cont'd)

Frequency Range (Hz)	Envelope Delay Distortion Variation (micro-seconds)
1004-2604	≤ 100
804-2604	≤ 200
604-2604	≤ 300
504-2804	≤ 600
504-3004	≤ 3000

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(b) Improved Termination and Improved Return Loss

(1) Improved Termination - On Effective Four-Wire Transmission at Four-Wire Point of Termination (applicable to each four-wire port): Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Telephone Company equipment is required at the customer's premises where this option is ordered. The Improved Termination parameters are delineated in Technical Reference TR-NWT-000335, Issue 3. (C)(x) (C)(x)

(2) Improved Return Loss - On Effective Two-Wire Transmission at Two-Wire Point of Termination: Provides for more stringent Echo Control Specifications. In order for this option to be applicable, the transmission path must be four-wire at one POT and two-wire at the other POT. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire POT. The Improved Return Loss parameters are delineated in Technical Reference TR-NWT-000335, Issue 3. (C)(x) (C)(x)

(x) TR-NWT-000335, Issue 3, replaces TR-NPL-000335 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(c) Data Capability

Data Capability provides transmission characteristics suitable for data communications. Specifically, Data Capability provides for the control of Signal to C-Notched Noise Ratio and intermodulation distortion.

The Signal to C-Notched Noise Ratio and intermodulation distortion parameters for Data Capability are:

(1) Signal to C-Notched Noise Ratio is equal to or greater than 32 dB.

(2) Intermodulation Distortion:

Signal to second order modulation products (R2) is equal to or greater than 38 dB.

Signal to third order modulation products (R3) is equal to or greater than 42 dB.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.3 Provision and Description of Switched Access BSAs (Cont'd)

6.3.3 Dedicated Network Access Link (DNAL) BSA (Cont'd)

(C) Voice Grade DNAL (Cont'd)

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

(d) Effective Four-Wire Transmission with Two-Wire Interface

When a customer requests that an effective Four-Wire channel be terminated with a Two-Wire interface at the customer designated premises, then this optional feature applies. Placement of Telephone Company Equipment (Hybrid) is required at the customer's premises to convert the Four-Wire channel to the Two-Wire POT. When this option is ordered, a Four-Wire channel termination charge applies. Per the voice grade technical references, certain voice grade DNALs are always provisioned as Four-Wire and will be billed as a Four-Wire Channel Termination.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided as either Common Switching or Transport Termination options.

The following is a list of the Telephone Company's Open Network Architecture (ONA) Switched Access Basic Service Elements (BSEs) which provides a mapping from the industry standard feature name to the product name utilized in this tariff. (C)

GENERIC NAME	TELEPHONE COMPANY PRODUCT NAME
Answer Supervision With A Line Side Interface	Answer Supervision With A Line Side Interface
Calling Billing Number Delivery - FG B Protocol - FG D Protocol	Automatic Number Identification
Carrier Selection On Reverse Charge	Toll Free Access Service
Make Busy Key	Make Busy Arrangement
Message Desk (SMDI) Message Waiting Indicator - Activation (audible)	Messaging Services Interface
Alternate Routing	Alternate Traffic Routing
Called Directory Number Delivery via DID	Direct Inward Dialing Service
DID Trunk Queuing	DID Trunk Queuing

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

GENERIC NAME	TELEPHONE COMPANY PRODUCT NAME
Multiline Hunt Group	Hunting Service Arrangement
Multiline Hunt Group	Hunting Service Arrangement Circular
Multiline Hunt Group	Hunting Service Arrangement Preferred
Multiline Hunt Group - Individual Access To Each Port In Hunt Group	Non-Hunt Directory Numbers
Multiline Hunt Group - Uniform Call Distribution Line Hunting	Uniform Call Distribution
Multiline Hunt Group - Uniform Call Distribution With Queuing	
Three-Way Call Transfer	Three-Way Call Transfer
Three-Way Calling	Three-Way Calling
Flexible ANI Information Digits	Flexible Automatic Number Identification

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available

(A) Call Denial on Line or Hunt Group (Optional Feature)

This screening option limits terminating Lineside BSA and Feature Group A calls to completion within the LATA where the Lineside BSA and Feature Group A line resides. InterLATA and international calls are blocked as well as calls which may potentially terminate outside the LATA. Examples of such calls are:

- Operator-handled calls (0-, 00-);
- Calls to 950 NXX codes;
- Calls to the 900 NPA;
- Calls prefixed with 101XXXX

This list does not necessarily include all the types of calls which may be blocked in a given jurisdiction.

Terminating Lineside BSA and Feature Group A calls to the Toll Free NPA are not blocked under this option.

When this option is chosen in jurisdictions where intraLATA competition is permitted, the Telephone Company completes all terminating intraLATA calls since the 101XXXX prefix is blocked.

Blocked calls are routed to a reorder tone or recorded announcement. This feature is provided in all Telephone Company electronic end offices and, where available, in electromechanical end offices. This option is available with Lineside BSA and Feature Group A.

ACCESS SERVICE

66. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(B) Hunt Group Arrangement (Optional Feature)

This option provides the ability to sequentially access one of two or more line side connections in the originating direction, when the access code of the line group is dialed. This feature is provided in all Telephone Company end offices. It is available with Feature Group A. MTS/WATS-type FX/ONAL FGA services cannot be mixed in the same hunt group arrangement. Additionally, multiple customers providing service to the same end user may not be combined in a single hunt group unless the Switched Transport mileage band for each customer is the same, i.e., the distance between the customer's serving wire center and the dial tone office to which service is ordered.

(C) Service Code Denial on Line or Hunt Group

This option allows for the screening of terminating Lineside BSA and FGA calls to disallow completion of calls to 0-, 555 and N11 (e.g., 411, (800) 275-2355 and 911). This feature is provided where available in all Telephone Company electronic end offices and electromechanical end offices. It is available with Lineside BSA and FGA.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(D) Uniform Call Distribution (Optional Feature and BSE)

When an incoming call to the Directory Number (DN) of the multiline hunt group (MLHG) is received, hunting should begin at the start-hunt terminal and proceed as a circular hunt.

When an idle terminal is found, the call should be completed, and immediately (even before another call attempts to terminate) a new circular hunt should begin for an idle terminal. This hunt should begin at the terminal number after the one that the call was just completed. When an idle terminal is found, the hunt should stop and the idle terminal number should be stored as the start-hunt terminal for the next incoming call to the DN of the MLHG. If no idle terminal is found after a complete circular hunt is made, the stored-hunt DN should be the DN of the last completed call.

If an incoming call is not to the DN of the MLHG but to a DN associated with one of the terminals of the MLHG instead, the start-hunt terminal as defined above for Uniform Call Distribution (UCD) should not be used. Instead, the incoming call should be directed to the terminal associated with the called DN directly. If the called DN terminal is busy, a circular hunt should begin at the called DN terminal and continue until an idle terminal is found. If none is found, the incoming call should be given busy treatment. In either case, the next incoming call to the MLHG DN uses a start-hunt number as determined above, which is unaffected by the call to a terminal's direct DN.

Calls made to a UCD MLHG equipped with the queuing feature will complete immediately if there is an idle terminal in the UCD hunt group. However, if all terminals in the UCD hunt group are busy, the call is placed on queue and waits its turn to be served.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(D) Uniform Call Distribution (Optional Feature and BSE) (Cont'd)

The call that has been on queue the longest will be the first call served when a line becomes available. The customer determines the maximum number of calls that can be placed on queue. If the incoming call cannot be placed on queue, the calling party receives busy tone. It is available with Lineside BSA and Feature Group A.

(E) Non-Hunt Directory Numbers (Optional Feature and BSE)

This option provides an arrangement for an individual line within a multiline hunt or uniform call distribution group that provides access to that line within the hunt or uniform call distribution group when it is idle or provides busy tone when it is busy, when the nonhunting number is dialed. Where available, this feature is provided in Telephone Company electronic end offices only. It is available with Lineside BSA and Feature Group A.

(F) Automatic Number Identification (ANI) (Optional Feature and BSE)

This option provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling station. This option includes provision of originating line screening information for the line from which the call originates. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs where available (Cont'd)

(F) Automatic Number Identification (ANI) (Optional Feature and BSE) (Cont'd)

The seven digit ANI telephone number is available with Trunkside BSA - 950 Option and Feature Group B. With these Feature Groups, technical limitations may exist in Telephone Company switching facilities which requires ANI to be provided only on a directly trunked basis. ANI will be transmitted on all calls except those originating from coin stations and coinless pay telephones using Trunkside BSA - 950 Option and Feature Group B, or when an ANI failure has occurred. (D)

The ten digit ANI telephone number is only available with Trunkside BSA-101XXXX Option and Feature Group D. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature, as specified in 6.4.1(Y) following. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except when an ANI failure has occurred, in which case only the NPA will be transmitted (in addition to the information digit described following). (D) (T)

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(F) Automatic Number Identification (ANI) (Optional Feature and BSE) (Cont'd)

Where ANI cannot be provided, information digits will be provided to the customer. (D)

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (5) call is an Automatic Identified Outwarded Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party. These ANI information digits are available with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups B and D. (D) (T) (T) (T)

These information digits will be transmitted as agreed to by the customer and the Telephone Company.

The ANI feature can be used for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

ANI shall not be reused or sold without first (A) notifying the originating telephone subscriber and (B) obtaining the affirmative consent of such subscriber for such reuse or sale; and

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(F) Automatic Number Identification (ANI) (Optional Feature and BSE) (Cont'd)

ANI or any information derived from ANI shall not be disclosed except as permitted by (1) and (2) above for any purpose other than (i) performing the services or transactions that are the subject of the originating telephone subscriber's call, (ii) ensuring network performance security, and the effectiveness of call delivery, (iii) compiling, using, and disclosing aggregate information, and (iv) complying with applicable law or legal process.

(G) Up to 7 Digit Outpulsing of Access Digits to Customer (Optional Feature)

This option provides for the end office capability of providing up to 7 digits of the uniform access code (950-XXXX) to the customer's premises. The customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the customer's premises using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Trunkside BSA - 950 Option and Feature Group B.

(H) Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(I) Reserved for Future Use

(J) Reserved for Future Use

(K) Reserved for Future Use

(L) Service Class Routing (Optional Feature)

This option provides the capability of directing originating traffic from an end office to a trunk group to a customer designated premises based on the line class of service (e.g., coin or hotel/motel), service prefix indicator (e.g., 0-, 00-, 0+, 01+ or 011+) or service access code (e.g., Toll Free or 900). It is provided in suitably equipped end office or access tandem switches and is available with Trunkside BSA-101XXXX Option and Feature Group D. (D)

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Nonchargeable Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSE Where Available (Cont'd)

(M) Alternate Traffic Routing (Optional Feature and BSE)

This option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the "high usage" group) to a customer designated premises until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group (the "final" group) to a second customer designated premises. The customer shall specify the last trunk CCS desired for the high usage group. This option is provided in suitably equipped end office or access tandem switches and is available with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option (D) and Feature Groups B or D. This option may not be used (D) in conjunction with the Tandem Access Sectorization Feature specified in Section 6.8.19.

(N) Reserved for Future Use (N)

(O) Reserved for Future Use (N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Chargeable Common Switching Optional Features and BSEs Where Available (Cont'd)

(P) International Carrier Option (Optional Feature)

This option allows for Trunkside BSA-101XXXX Option and Feature Group D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to forward the international calls of one or more international carriers to the customer (i.e., the Telephone Company is able to route originating international calls to a customer other than the one designated by the end user either through presubscription or 101XXXX dialing). This arrangement requires provision of written verification to the Telephone Company that the customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the customer to order the option on behalf of the international carrier. This option is only provided at Telephone Company end offices or access tandems equipped for International Direct Distance Dialing. It is available with Trunkside BSA-101XXXX Option and Feature Group D.

(Q) Reserved for Future Use (C)

(D)
|
|
|
(D)

(R) Overflow Advance Arrangement for Use with WATS Access Line Service (Optional Feature)

This option, which is provided in association with two or more WATS Access Line Service Groups, provides for the automatic overflow of calls to a WATS Access Line Service Group, when that group has exceeded its call capacity or to another WATS Access Line Service Group with a numeric designation equal to or greater than that of the overflowing WATS Access Line Service Groups. This arrangement does not provide for call overflow from a group with a higher numeric designation to one with a lower one.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(S) Code Screening for Use with WATS Access Line Service (Optional Feature)

This option provides the ability to verify that the originating party is dialing a geographically predesignated (bound) area, or an unbound area, called party address. This option is provided in all Telephone Company electronic end offices and, where available, in electromechanical end offices in which WATS Access Line Services are provided. It is available with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, and Feature Groups A, B, and D. (D) (D)

The screening portion of this option which allows for the screening of intraLATA calls is required when intraLATA competition is prohibited by the state jurisdiction in which service is provided. Such screening may be used by the Telephone Company to block intraLATA calls.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(T) Hunt Group Arrangement for Use with WATS Access Lines Service (Optional Feature)

This option provides the ability to sequentially access one of two or more WATS Access Line Service (e.g., Toll Free Service access lines) in the terminating direction, when the hunting number of the WATS Access Line Service group is forwarded from the customer to the Telephone Company. This feature is provided in all Telephone Company end offices in which WATS Access Line Service is provided. It is available with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and (D)
Feature Groups A, B, and D. (D)

(U) Uniform Call Distribution Arrangement for Use with WATS Access Line Service (Optional Feature)

This option provides a type of multiline hunting arrangement which provides for an even distribution of terminating calls among the available WATS Access Line Service in the hunt group. Where available, this feature is only provided in Telephone Company electronic end offices in which WATS or Access Line Service is provided. For WATS Access Lines it is available with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA- (D)
101XXXX Option and Feature Groups A, B, and D. (D)

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(V) Nonhunting Number for Use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for Use with WATS Access Line Service (Optional Feature)

This option provides an arrangement for an individual WATS Access Line Service within a multiline hunt or uniform call distribution group that provides access to that WATS or Access Line Service within the hunt or uniform call distribution group when it is idle or provides busy tone when it is busy, when the non hunting number is dialed. Where available, this feature is only provided in Telephone Company electronic end offices in which WATS Access Line Service is provided. It is available with Lineside BSA, Trunkside BSA, - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups A, B, and D. (D) (D)

(W) Toll Billing Exception (Optional Feature)

This option provides an arrangement for the screening and blocking of calls where technically feasible, placed through Operator Services System equipment, which terminate on Lineside BSA or Feature Group A on a collect basis, and prevents calls from being billed to a Feature Group A number on a third party basis. It will not block calls made from non-operator services handling, Independent Telephone Company calls that are not operator services handled, or cord board assisted calls. The option is available on Lineside BSA and Feature Group A only.

(X) Calling Party Number (CPN) (Optional Feature)

This option provides for the automatic transmission of the calling party's ten-digit telephone number to the customer's premises for calls originating in the LATA. The ten-digit telephone number consists of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The specific protocol for CPN is contained in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and in Technical Reference GR-905-CORE, Issue 11. This feature is available only with originating Trunkside BSA-101XXXX Option and Feature Group D when out of band signaling is specified.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(X) Calling Party Number (CPN) (Optional Feature) (Cont'd)

The Telephone Company will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that their CPN is so blocked.

(Y) Charge Number (CN) (Optional Feature and BSE)

This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The specific protocol for CN is contained in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and Technical Reference GR-905-CORE, Issue 11. This feature is available only with originating Trunkside BSA-101XXXX Option and Feature Group D when out of band signaling is specified. (C)(x)

The Charge Number feature can be used for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

Charge Numbers shall not be reused or sold without first (A) notifying the originating telephone subscriber and (B) obtaining the affirmative consent of such subscriber for such reuse or sale; and

Charge Numbers or any information derived from ANI shall not be disclosed except as permitted by (1) and (2) above for any purpose other than (i) performing the services or transactions that are the subject of the originating telephone subscriber's call, (ii) ensuring network performance security, and the effectiveness of call delivery, (iii) compiling, using, and disclosing aggregate information, and (iv) complying with applicable law or legal process.

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000905 in its entirety.

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6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(Z) Carrier Selection Parameter (CSP)* (Optional Feature)

This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The specific protocol for CSP is contained in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and Technical Reference GR-905-CORE, Issue 11. This feature is available only with originating Trunkside BSA-101XXXX Option and Feature Group D when out of band signaling is specified. (T) (C)(x)

(AA) Access Transport Parameter (ATP) (Optional Feature)

This option provides for the transmission of CPE compatibility information from the originating switch to the customer's premises and, on terminating access, from the customer's premises to the terminating switch. All of the information is supplied by the calling party. This feature is available only with originating Trunkside BSA-101XXXX Option and Feature Group D when out of band signaling is specified. The specific protocol for ATP is contained in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Supplement, and Technical Reference GR-905-CORE, Issue 11. (C)(x)

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000905 and TR-TSV-000962 in their entirety.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AB) Answer Supervision With a Line Side Interface (BSE)

This option provides an answer supervisory signal to the customer premises for terminating calls to indicate the called location has returned an answer supervisory signal to the Telephone Company end office where the customer's Lineside BSA open end (dial tone end office) is located. This option is only available from appropriately equipped Telephone Company electronic end office switches. It is available with Lineside BSA only.

(AC) Hunting Service Arrangements (BSE)

This feature offers the ability to sequentially access terminals in a hunt group, beginning with the start-hunt terminal until an idle terminal is found or the last terminal number is reached, when the access number of the line group is dialed. If all terminals are busy, a busy tone will be returned to the calling party. It is available with Lineside BSA.

(AD) Hunting Service Arrangements: Preferred (BSE)

This option allows a separate hunting list to be associated with each terminal in a hunt group. When a call is made directly to a busy terminal with a MLHG equipped with preferential hunting, a linear hunt is performed over the special ordered list of preferential hunt terminals. The call will terminate at the first idle terminal in the preferential hunt list. If all of terminals in the preferential hunt are busy, then a secondary hunt should be conducted over all of the terminals. The secondary hunt will be in the regular hunt sequence, not the preferential list. This feature is not available with the Uniform Call Distribution and Non-Hunt Numbers features. This feature is available with Lineside BSA.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AE) Hunting Service Arrangements: Circular (BSE)

This feature offers the ability to sequentially access terminals in a hunt group, with the hunt sequence starting over again at the start-hunt terminal if all terminals are busy. If all terminals are busy in the second pass, a busy tone will be returned to the calling party. This feature is available with Lineside BSA.

(AF) Three-Way Call Transfer (BSE)

This option gives the customer the capability of including another end user on an already established call. After establishing the call, the customer may drop his connection without disconnecting the two end users. While the two end users are connected, usage continues to be recorded and will be charged to the customer. This option is available from appropriately equipped electronic offices. In some switches the customer and originating end user must be served out of the same central office in order for the customer to drop off of the line and keep the two end users connected. This feature is available with Lineside BSA.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AG) Messaging Services Interface (BSE)

Messaging Services Interface provides messaging capability on an intraswitch basis. This option provides for the call status information of a call terminating on Lineside BSA hunting arrangement. This option provides the calling number, called number, the identification of the called multiline hunt group assigned to the customer's end user, and the call reason. In addition, the option provides the ability to activate or deactivate Message Waiting Indication. Message Waiting Indication may be activated as long as the service where Message Waiting indication is to be activated is equipped with the message waiting feature. The call status information is transmitted to the customer's premises and the signal to activate or deactivate Message Waiting Indication is transmitted from the customer's message desk terminal equipment. The customer shall provide the appropriate customer premises equipment (CPE) to store, display, or print out the transmitted call status information and the equipment to initiate the signal to activate or deactivate Message Waiting Indication. This option is only available from appropriately equipped Telephone Company electronic end office switches. The customer subscribing solely to MSI service shall obtain a Voice Grade Dedicated Network Link as set forth in Section 6.3.3 preceding to each and every Telephone Company central office switch where the capability is desired. The capabilities are available with Lineside BSA with multiline hunt group arrangement.

Premier Messaging Services Interface (PMSI)

Premier Messaging Services Interface (PMSI) is an optional enhancement to Messaging Services Interface (BSE). PMSI is similar to Messaging Services Interface (BSE), except that it utilizes the Signalling System 7 (SS7) Network to pass calling and called number information between central offices. With PMSI capability, the customer is not required to obtain a Voice Grade Dedicated Network Link to each Telephone Company central office switch where messaging capability is desired. With PMSI, the customer can provide messaging capability to all end users in a LATA area provided those end users reside in central offices that are interconnected via SS7 and are equipped with the required software. PMSI requires MSI service between the customer's equipment and at least one central office.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AG) (Cont'd)

Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service

(1) Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service permits the customer to provide Signaling System 7 (SS7) Message Waiting Indicator (MWI) Transaction Capabilities Application Part (TCAP) messages to the Telephone Company for delivery to Telephone Company switches that serve suitably equipped lines of those end users who subscribe to the customer's voice messaging service. MWI TCAP messages are originated by the customer's equipment, i.e., Voicemail Platform, and addressed and delivered to a designated Telephone Company Signaling Transfer Point (STP) pair in the LATA in which the customer's subscribing end user receives service. (C) (C)

(2) The Telephone Company uses its SS7 capabilities to determine the switch serving the end user, and to deliver the MWI TCAP message to that switch. The message causes the switch to set or reset MWI on the end user's line. These messages allow the customer to notify its end user that voice messages are awaiting retrieval, or to clear the message waiting notification once the end user has acknowledged those messages.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AG) (Cont'd)

Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service (N)

(3) SS7MWI Signaling Service is offered only to provide signaling to Telephone Company switches within the LATA in which the signaling was handed off to the Telephone Company, and will be available only in LATAs where the Telephone Company has STPs available to accept SS7 messages associated with the service. A list of LATAs where the Telephone Company has STPs follows in this section. The customer must hand-off only those messages that are intended for end users served by capable Telephone Company switches in that LATA.

(4) SS7MWI Signaling Service is not available in LATAs where the Telephone company does not have STPs. In those LATAs, services utilizing a Messaging Service Interface (MSI) or Premier Messaging Service Interface (PMSI) can be used to communicate message waiting status to end users' lines. In the event that STPs are deployed in any of those LATAs subsequent to issuance of this tariff, the Telephone Company will offer the service in those LATAs. In the event that the Telephone Company removes STPs from one or more LATAs, it can no longer offer the service in that LATA. In such event, the Telephone Company will provide at least 90 days prior notice of the pending removal of the STPs. Following such removal, the customer will have the option of purchasing Messaging Service Interface (MSI) or Premier Messaging Service Interface (PMSI) service as set forth in this section preceding, 6.4.1(AG). (N)

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AG) (Cont'd)

Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service (Cont'd)

(5) Additionally, SS7MWI Signaling Service can only be used to update MWI for end users served from suitably equipped switching equipment in designated LATA STP's which are capable of responding appropriately to MWI TCAP messages.

(6) The customer is responsible for obtaining SS7 interconnection directly from Verizon under the provisions of Section 6.4.3 of this tariff. The customer of record for the SS7 interconnection shall also be the customer of record for SS7MWI Signaling Service. In the event that the customer chooses to use another SS7 provider to interconnect with Verizon, the customer shall be unable to receive the SS7MWI Signaling Service, and will have to make separate arrangements with the SS7 provider.

(7) SS7MWI Signaling Service shall be ordered separately for each STP pair in each LATA requiring the service. Each such order will be considered a messaging arrangement. Each ASR submitted will contain no more than two (a Primary and a Secondary) Voicemail Platforms per messaging arrangement. If a customer seeks to connect more than two Voicemail Platforms to a given Telephone Company STP pair, an additional ASR will be required for each additional pair of Voicemail Platforms per STP pair in a LATA. (N)

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AG) (Cont'd)

Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service (Cont'd)

(8) A monthly recurring charge as set forth in Section 6.9.12 following applies per messaging arrangement to allow for the transmission of SS7MWI Signaling Service with the exception of LATAs 224, 228, and 236. Because of the volume of traffic in LATAs 224, 228, and 236, the Company has deployed two STP pairs in each of those LATAs and two messaging arrangements are required to achieve full LATA-wide coverage for each pair of Voicemail Platforms connected to SS7MWI. In those three LATAs only, the monthly recurring charge applies for each pair of messaging arrangements.

(9) LATAs Served:

LATA	LATA NAME	
222	DELAWARE VALLEY NJ	
224	NORTH JERSEY NJ	
226	CAPITAL PENNSYLVANIA	
228	PHILADELPHIA PA	(D)
232	NORTHEAST PA	
234	PITTSBURGH PA	
236	WASHINGTON DC	
238	BALTIMORE MARYLAND	(D)
244	ROANOKE VIRGINIA	
248	RICHMOND VIRGINIA	(D)
252	NORFOLK VIRGINIA	

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AH) Make Busy Arrangements (BSE)

This option allows a customer to busy out a group of lines and to reroute incoming traffic from one group of lines to another group of associated lines, if the customer has more than one group of lines. This option requires a compatible Special Access Voice Grade facility as specified in Section 7.2.3 following. This option is available with Lineside BSA.

This option provides the capability to place one or more lines of a Lineside BSA with multiline hunt group arrangement in a busy or overflow condition. Once the capability is activated, subsequent calls to the lines placed in the busy or overflow condition may be directed to a central office tone, central office announcement or when a remote call forwarding feature is ordered, to an alternate service. The capability is activated by a customer provided key at the customer's premises. The activation signal is transmitted to the Telephone Company central office with the use of a Metallic or Voice Grade Dedicated Network Access Link as set forth in section 6.3.3 preceding. The option is available with Lineside BSA.

(AI) Three-Way Calling (BSE)

This option permits a customer who has established a call using a Lineside BSA to establish a call to a third party. The customer may talk privately with the third party or may add the third party to the call to establish a three way conference call. The customer may also disconnect the third party to reestablish the original two party connection. Once the three-way conference call has been established, if the customer disconnects, the call will be terminated. The option is available with Lineside BSA.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AJ) 950 on FGD Optional Feature

Feature Group D (FGD) Access Service, as set forth in 6.2.4 preceding, may be ordered to route calls from a designated 950-XXXX access code to FGD access service. When a customer has FGD access service and does not have Feature Group B access service from a particular end office, 950 on FGD may be ordered to activate a customer's designated 950-XXXX access code in that end office. This will allow the Company to direct those designated 950-XXXX calls dialed by the customer's end users to the customer's FGD access service.

When a customer has both FGB and FGD access service and orders 950 on FGD in a particular end office, the Telephone Company will direct those designated 950-XXXX calls dialed by the customer's end users to the customer's FGD access service at that end office.

In both methods, the customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the customer to receive additional address signaling. Such calls will be rated as FGD.

950 on FGD will be provided from Telephone Company end offices and tandems, where technically feasible. 950 on FGD is only available to customers utilizing a four digit CIC. The customer must specify the end office where 950 on FGD is to be activated to allow calls from a designated 950-XXXX access code to be routed over FGD access service. The customer is precluded from having originating 950 on FGD and originating FGB in the same end office utilizing the same 950-XXXX CIC.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AK) Flexible Automatic Number Identification (BSE)/Optional Feature

Flexible ANI is a network enhancement to the Local Switching Optional Feature offering of Automatic Numbering Identification (ANI). The enhancement is a software based activation that will provide new and future information indicator (ii) digits activated through switched software program updates.

Flexible Automatic Number Identification enhances the existing Automatic Number Identification (ANI) BSE and Charge Number BSE by allowing Trunkside BSA-101XXXX Option and Feature Group D customers to receive additional information indicator (ii) digits. Flexible Automatic Number Identification will provide additional values for these ii digits over and above the values currently available with the ANI and Charge Number Optional Feature BSEs, and will be used to identify additional call types, i.e., call from WATS lines and private virtual networks. Originating line screening information for the line from which the call originates is also available with this feature.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AK) Flexible Automatic Number Identification (BSE)/Optional Feature (Cont'd)

Customers who have the ANI or Charge Number Optional Feature BSEs, but do not order Flexible Automatic Number Identification, will continue to receive the standard ii digits or originating line information. Flexible Automatic Number Identification ii digits will be assigned by the North American Numbering Plan Administrator.

This service is only available with Feature Group D Trunkside BSA-101XXXX Option served by suitably equipped Telephone Company central offices and will be subject to a charge as specified in section 6.9.2(A)(1) following.

Customers subscribing to the Flexible ANI Optional Feature or BSE will receive all currently available Automatic Number Identification digits within the Telephone Company Central Office. As the technology becomes available, central offices will be upgraded to provide additional digits for all users.

The incremental cost to implement Flexible ANI payphone coding digits will be charged to all Payphone Service Providers on a monthly basis, per line, as set forth in 6.9.2(A)(1) following, to be recovered over 24 months commencing November 1, 1998 and ending October 31, 2000.

A nonrecurring charge will apply as set forth in section 6.9.2(A) following, except when this option is used to identify calls originating from payphone access service lines for per-call compensation.

(AL) Direct Inward Dialing (DID) Service (BSE)

This option permits the central office switch to deliver all or part of the called telephone number to the customer premises at the time the call is established. When number translations have occurred, e.g., Toll Free calls, the number delivered is not the called number, but is the translated number. This option is only available in the originating direction at Telephone Company designated end office switches. This option is arranged for originating calling only and is only available on one-way originating trunks.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AL) Direct Inward Dialing (DID) Service (BSE) (Cont'd)

This option provides a trunk side termination with line treatment at the first point of switching. This option can be provided with Dial Pulse (DP) address signaling. Dual Tone Multifrequency (DTMF) address signaling is available at the option of the customer when the arrangement is provided at suitably equipped end office switches.

The DP or DTMF address signaling delivers the called telephone number only and no other address signaling is provided by the Telephone Company. Additional address signaling, if required by the customer, must be provided by the customer's end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

A seven digit local telephone number assigned by the Telephone Company is provided for access to this option in the originating direction. The seven digit local telephone number will be associated with the selected end office switch and is in the form of NXX-XXXX. A maximum of forty telephone numbers will be provisioned per trunk. Subsequent requests for numbers, up to the maximum of 40 telephone numbers per trunk, added after the establishment of DID Service will be subject to the charge as specified in section 6.8.1(C)(2) following, per request.

The customer has no property right to the telephone number or any other call number designation associated with DID Service furnished by the Telephone Company, and no right to the continuance of service through any particular central office. The Telephone Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Telephone Company deems it necessary to do so in the conduct of its business.

If the customer requests a specific seven digit telephone number(s) that is not currently assigned, and the Telephone Company can, with reasonable effort, comply with that request, the requested number(s) will be assigned to the customer.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AL) Direct Inward Dialing (DID) Service (BSE) (Cont'd)

The number of digits forwarded by the central office switch is determined at the time the service is ordered. Up to seven-digit outpulsing of the called telephone number is provided to the customer's premises.

(D)
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(D)

Terminating service is not provided. Other Lineside BSA features or BSEs, except DID Trunk Queuing BSE, are not available in conjunction with this BSE. This option is available with Lineside BSA only.

(AM) DID Trunk Queuing (BSE)

This option provides queuing for Direct Inward Dialing Service. This feature permits calls to be completed immediately if the Direct Inward Dialing Service has an idle terminal, but when all terminals associated with the Direct Inward Dialing Service are busy, to place the call in a queue to wait its turn to be served. While the call is in the queue, an audible ringing tone is provided. This option is only available from 1AESS Telephone Company end office switches. It is only available with Lineside BSA with the Direct Inward Dialing Service BSE.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AN) 900 Access Service (Optional Feature)

Originating 900 Access Service is a trunk side switched service that is available to the customer, at their option, via 900 Access Service trunks or trunk groups or in conjunction with Trunkside BSA-101XXXX Option or Feature Group D. 900 Access Service traffic provided in conjunction with Trunkside BSA-101XXXX Option or FGD, is delivered on the same trunk group as non-900 Access Service traffic. (D) (D)

When a 900+NXX+XXXX call is originated by an end user, the Telephone Company will perform six digit screening of the dialed 900 NXX digits to identify the designated 900 customer. The call is routed based on the six digit screening function. If the call originates from an end office not equipped to perform the six digit screening function, the call will be routed to a switch with such capability.

The manner in which 900 Access Service is provided depends on whether the end office from which the call originates has the six digit screening capability. Additionally, provision of 900 Access Service is subject to the criteria specified in 6.6.2 following. In equal access end offices with six digit screening capability, served either on a direct or tandem basis, 900 Access Service will be provided via Trunkside BSA-101XXXX Option or Feature Group D trunks and will utilize exchange access signaling. (D)

In equal access end offices lacking the six digit screening capability, the call will be delivered utilizing conventional signaling, via an access tandem, to the customer over 900 Access Service or Trunkside BSA-101XXXX Option or Feature Group D trunks, at the customer's option. Provided the customer has the option of receiving both

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AN) 900 Access Service (Optional Feature) (Cont'd)

conventional and exchange access signaling over Trunkside BSA-101XXXX Option and Feature Group D trunks. 900 Access Service can be provided from equal access end offices via a Feature Group D trunk group from an access tandem to the customer's premises if the customer can accept, on that trunk group, both exchange access and conventional signaling. (D) | (D)

Premium Trunkside BSA-101XXXX Option and Feature Group D rates and charges apply to 900 Access Service calls originated from end offices with equal access capability. Additionally, nonrecurring charges as specified in Section 6.1.2(B)(5) preceding and Sections 6.9.2(A)(1)(au) and 6.9.9 following also apply. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AN) 900 Access Service (Optional Feature) (Cont'd)

The following 1+900 Access Service calls will be blocked by the Telephone Company:

- calls dialed with a 101XXXX access code,
- calls from Inmate Service,
- calls originated from coin telephones, and
- calls originated from hotels and motels without call rating systems.

The following 0+900 Access Service calls will be blocked by the Telephone Company:

- calls dialed with a 101XXXX access code,
- calls from Inmate Service,
- calls utilizing the Telephone Company's calling card, and
- calls originated to a customer that has not subscribed to 0+900 Access Service.

If a customer requests 0+900 Access Service, it is the customer's responsibility to ensure that 0+900 calls are provided in conjunction with the customer's credit card billing. Operator assisted calls, such as collect and third party billing, are not provided with 0+900 Access Service.

0+900 Access Service is available only when combined with 1+900 Access Service provided with FGD or Trunkside BSA-101XXXX Option.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AN) 900 Access Service (Optional Feature) (Cont'd)

Transmission Specifications

900 Access Service trunk groups are provided with either Type B or Type C Transmission Specifications as follows:

- When routed directly from the end office either Type B or Type C is provided.

- When routed to an access tandem only Type B is provided.

(D)
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(D)

Network Controls

The Telephone Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. The Telephone Company may, at its option, implement network management controls (e.g., call gapping) to ensure acceptable service levels as defined in Section 6.6.1. In order to ensure deployment of adequate protective controls, the customer must provide notice of 900 mass calling events to the Telephone Company's Network Management Center at least forty-eight (48) hours prior to the event. The Telephone Company will work cooperatively with the customer to determine the appropriate type, level and duration of controls.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AO) Switched Access Signalling Service (SASS)

Switched Access Signalling Service (SASS) is a service available to Tandem Switching Providers (TSPs) that provides the transmission of the Carrier Identification Code (CIC) and Trunk Identification (OZZ) code with Multifrequency (MF) signalling or the Transit Network Selection (TNS) parameter with Signalling System 7 (SS7) signalling. SASS is available only with FGD calls originating from Telephone Company end offices. No traffic, except the Toll Free and/or 500 exceptions noted below, will be directed to the TSP's tandem facility from the Telephone Company's access tandem. SASS is not available with Toll Free/500 Service Access Codes where query functionality does not exist. In these instances, if the TSP requests SASS for Toll Free/500 Service Access Codes, the TSP will be required to order trunks at the hubbing office where the Toll Free/500 query functionality resides.

Calls originating from the Telephone Company's end offices will be routed over dedicated one-way direct-trunked transport to the TSP's Point of Termination. The customer must specify the type of signalling desired: Multifrequency (MF) or Signalling System 7 (SS7). The CIC and OZZ (for MF) or the TNS parameter (for SS7) signalling data included in the call data stream sent to the TSP's tandem will be identical to the CIC and OZZ (for MF) or the TNS parameter (for SS7) signalling data sent to the Telephone Company's access tandem. The signalling data elements will be sent to the TSP on direct-routed traffic.

Separate originating trunks are required from each end office. The customer must comply with all technical requirements specified in Technical References GR-334-CORE, Issue 1; GR-394-CORE, Issue 8; FR-64-CORE, Issue 3; and GR-1083-CORE, Issue 5. (T) (C)(x) (C)(x)

The Telephone Company and the TSP must work cooperatively to ensure no duplication of trunk group numbers exist on TSP facilities to IXCs and Telephone Company facilities to IXCs. This will permit the Telephone Company to accurately identify tandem-routed traffic from Telephone Company end offices to the TSP. (T)

(x) FR-64-CORE, Issue 3, replaces TR-NWT-000064, Issue 1 in its entirety.
GR-394-CORE, Issue 8, replaces GR-394-CORE, Issue 1, in its entirety.
GR-1083-CORE, Issue 5, replaces GR-1083-CORE, Issue 1, in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AO) Switched Access Signalling Service (SASS) (Cont'd)

Traffic may overflow from the TSP's facilities to the Telephone Company's facilities and from the IXC's direct-trunked transport facilities to the TSP's facilities. All overflowing traffic will originate in the end office. In the originating direction, an IXC served by a TSP must have an established presence in the Telephone Company's access tandem or have Telephone Company direct trunks in order for the Telephone Company to accept its overflow traffic. In addition, no overflowing traffic will be directed to the TSP's tandem facility from the Telephone Company's access tandem.

If a Tandem Switching Provider (TSP) elects to discontinue the Switched Access Signalling Service option from end offices after the implementation of SASS, the TSP must contact, in writing, all IXCs who have selected the TSP as their tandem or facility provider to route and deliver FGD access calls to inform them that the service is being discontinued and that the IXCs should select a new tandem-transport provider. The TSP must provide written notification to the Telephone Company that this activity has taken place.

The TSP must have separate trunks to the Telephone Company's tandem or end office if the TSP chooses to provide Terminating FGD Traffic.

If a TSP is designated as the customer of record for terminating traffic, no billing tapes are required. However, TSPs must provide terminating usage recording information to the Telephone Company if the TSP's IXC customers are designated as the customers of record for billing purposes. The TSP must provide daily transmission of the Automatic Message Accounting ("AMA") recording in the standard exchange message record format for all terminating usage that will be billed directly to their IXC customers. The Telephone Company will work cooperatively with the TSP to establish guidelines for resolving recording discrepancies between the AMA records for TSP facilities and Telephone Company trunks. To ensure consistency between the AMA records of the Telephone Company and the TSP, the TSP must adhere to the Telephone Company's FGD usage measurement guidelines set forth in Section 6.8.8(D) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.1 Common Switching Optional Features and BSEs Where Available (Cont'd)

(AO) Switched Access Signalling Service (SASS) (Cont'd)

A TSP ordering service on behalf of an IXC must provide the Telephone Company a Letter of Authorization (LOA) from the IXC indicating that the customer has agreed to allow the TSP to order from the Telephone Company on their behalf. If the IXC wishes to move their traffic to a TSP's access tandem, the TSP must provide the Telephone Company with a written Letter of Authorization.

6.4.2 Transport Termination Optional Features

(A) Carrier Identification Parameter (CIP)

Carrier Identification Parameter (CIP) is an optional feature that transmits Carrier Identification Code (CIC) information to customers on originating switched access. CIP is available from Telephone Company selected end office and tandem switches in connection with originating Trunkside BSA 101XXXX Option and FGD when out of band signaling is specified. When CIP is provided, the switch will transmit the 4 digit CIC of the presubscribed line or the CIC selected when the end user places a call using 101XXXX dialing. The specific protocol for CIP is contained in Telcordia Document GR-905-CORE, Issue 1, March 1995. The interval for the customer's CIP order will be negotiated by the Telephone Company in cooperation with the customer.

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6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.2 Transport Termination Optional Features (Cont'd)

(B) Rotary Dial Station Signaling (Optional Feature)

This option provides for the transmission of called party address signaling from rotary dial stations to the customer's premises for originating calls. This option is provided in the form of a specific type of Transport Termination. It is available with Trunkside BSA - 950 Option and Feature Group B, only on a direct trunked basis.

(C) Operator Trunk - Coin, Non-Coin, or Combined Coin and Non-Coin (Optional Feature)

This option may be ordered to provide coin, non-coin, or combined coin and non-coin operation. It is available with Trunkside BSA-101XXXX Option and Feature Group D and is provided in electronic end offices and other Telephone Company end offices where equipment is available. It is provided as a trunk type of Transport Termination. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.2 Transport Termination Optional Features (Cont'd)

(C) Operator Trunk - Coin, Non-Coin, or Combined Coin and Non-Coin (Optional Feature) (Cont'd)

Coin:
This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, 01+ or 011+ prefixed originating coin calls requiring operator assistance to the customer's premises. Because operator assisted coin calling traffic is routed over a trunk group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

The operator assistance coin calling arrangement is also normally ordered by the customer in conjunction with the ANI optional feature, since the preponderance of trunk groups equipped with this arrangement will be terminated in the customer's TSPS systems, rather than in the customer's manual cord boards.

Non-Coin:
This arrangement provides for the routing of 0+, 0-, 00-, 1+, 01+ or 011+ prefixed originating non-coin calls requiring operator assistance to the customer's premises. Because operator assisted non-coin calling traffic is routed over a trunk group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.2 Transport Termination Optional Features (Cont'd)

(C) Operator Trunk - Coin, Non-Coin, or Combined Coin and Non-Coin (Optional Feature) (Cont'd)

Non-Coin: (Cont'd)
The operator assistance non-coin calling arrangement is also normally ordered by the customer in conjunction with the ANI optional feature, since the preponderance of trunk groups equipped with this arrangement will be terminated in the customer's TSPS systems, rather than in the customer's manual cord boards. When so equipped, the ANI feature provides for the forwarding of information digits which identify that the call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, or other screening arrangements agreed to between the customer and the Telephone Company.

Combined Coin and Non-Coin:
This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, 01+, or 011+ prefixed originating operator assisted coin and non-coin calls requiring operator assistance to the customer's premises. Because operator assisted coin and non-coin calling traffic is routed over a trunk group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

This arrangement is normally ordered by the customer in conjunction with the ANI optional feature, since the preponderance of trunk groups equipped with this arrangement will be terminated in the customer's operator services systems, rather than in the customer's manual card boards. When so equipped, the ANI optional feature provides for the forwarding of information digits which identify that the call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, or other screening arrangements agreed to between the customer and the Telephone Company.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.2 Transport Termination Optional Features (Cont'd)

(D) Operator Trunk - Full Feature (Optional Feature)

This option provides the initial coin return control function to the customer's operator. It is available with Trunkside BSA-101XXXX Option and Feature Group D and is provided as a trunk type for Transport Termination.

This option is not available in combination with out of band signaling.

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6. Switched Access Service (Cont'd)
6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)
6.4.3 Switched Transport Optional Features
(A) Common Channel Signaling Access Service (Optional Feature)

Common Channel Signaling Access Service (CCSAS) allows the customer to exchange signaling information for Trunkside BSA-101XXXX and FGD call set-up or Billing Validation Service over a communications path which is separate from the message path. This option is provided with Trunkside BSA-101XXXX Option and FGD with out of band signaling, and Billing Validation Service. This service includes a dedicated 56 kbps out of band signaling connection between the customer's SPOI and the Telephone Company's STP and an STP port at the Telephone Company's STP.

CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSA Signaling Connection provides for two-way digital transmission at a speed of 56 kbps. The connection to the Telephone Company STP pair can be made from either the customer's Signaling Point (SP) which requires a minimum of two 56 kbps circuits or from the customer's STP pair which requires a minimum of four 56 kbps circuits. The STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Where multiple STP pairs are deployed in a LATA, Telephone Company end offices or tandems are interconnected to only one STP pair. The customer must route terminating traffic to the STP pair that serves the end office or tandem switch where the call is terminated.

If an STP pair is no longer deployed in a given LATA, the Telephone Company will designate an STP pair in another LATA from which to route SS7 signaling messages to that LATA subject to Section 20.1.3 following. (N)

Customers ordering CCSAS are subject to the requirements specified in 2.3.9.1, 2.3.10(B)(9) and 2.3.10(9) preceding.

When CCSAS is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer at locations, dates, and times as specified by the Telephone Company in consultation with the customer. These tests are as specified in Technical Reference GR-905-CORE, Issue 11. When 64CCC and/or ATP is ordered, the SS7 interfaces as specified in Technical Reference GR-905-CORE, Issue 11, will also be tested. Successful completion of the appropriate tests is necessary to receive CCSAS. To protect the security of the network, certain of the information provided, i.e., point codes, by the Telephone Company to the customer will be subject to a non-disclosure agreement.

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(A) Common Channel Signaling Access Service (Optional Feature)

At the customer's request, CCSAS will be modified to accept SS7 signaling messages and protocol specified in Technical Reference GR-905-CORE, Issue 11, when Trunkside BSA-101XXXX Option and FGD with out of band signaling is provided in accordance with 6.1.2(A)(6)(e) and successful completion of testing in accordance with Technical Reference GR-905-CORE, Issue 11, is required. (C)(x) (T) (C)(x)

CCSAS is subject to the rates and charges as specified in 6.8.1(C)(2), 6.9.1(G) 6.9.1(L), and 6.9.2(A) following. A monthly recurring distance sensitive STP Mileage charge as specified in 6.9.1(L) following will be assessed on a per dedicated 56 kbps out of band signaling connection basis to transport signaling information between the customer's SPOI and the Telephone Company's STP. A monthly recurring STP Port charge as specified in 6.9.2(A) following, will be assessed on a per port basis for the customer's dedicated port at the Telephone Company's STP. A nonrecurring installation charge as specified in 6.9.1(G) following will be assessed per 56 kbps dedicated out of band signaling connection. Information concerning incidental interLATA service is set forth in section 20 following.

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000962 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(B) Billing Validation Service (Optional Feature)

Billing Validation Service (BVS) provides the customer the ability to query the billing validation data in the Telephone Company's LIDB SCP containing Telephone Company calling card numbers, Telephone Company numbers with collect or bill to third party billing restrictions and public and semi-public telephone numbers. Based upon the received query information the LIDB will respond with a SS7 formatted confirmation of validity or denial for the requested billing option. Access to the Telephone Company's LIDB provides customers with potential toll fraud detection by validating calling card and collect or third party billing restrictions and performing public telephone checks.

LIDB queries are transported, via CCSAS, from a customer's Signaling Point of Interface (SPOI) to the Telephone Company Signal Transfer Point (STP) located in the LATA where the LIDB Signaling Control Point (SCP) is located.

BVS is designed to transport LIDB queries in an out of band format that is in accordance with the technical and performance requirements as defined in Technical Reference GR-954-CORE, Issue 4. (T) (C)(x)

BVS requires the establishment of a signaling connection between the customer's SPOI and the Telephone Company's STP. Customers must establish out of band signaling connections, as specified in 6.1.2(A)(2)(e) preceding, between its SPOI and the Telephone Company STP in the LATA where the LIDB SCP is located. Should a customer subscribe to both FGD with out of band signaling and BVS in the same LATA where the LIDB SCP is located, signaling for both services must travel over the same out of band signaling connection. The technical interface requirements as defined in Technical Reference GR-905-CORE, Issue 11, and in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, December 1990, apply to out of band signaling connections used for BVS. (C)(x) (C)(x) (T)

Customers ordering BVS are subject to the requirements specified in 2.3.9, 2.3.10(A)(4) and 2.3.10(A)(8).

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000905 in its entirety.
GR-954-CORE, Issue 4, replaces TR-TSV-000954, Issue 1 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features (Cont'd)

(x)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features (Cont'd)

(x)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features (Cont'd)

(x)

(x) Issued under authority of Special Permission No. 07-019 of the Federal Communications Commission to reinstate material presently in effect.

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6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(B) Billing Validation Service (Optional Feature) (Cont'd)

The Telephone Company's LIDB will contain a record for every working line number and Billed Number Group served by the Telephone Company. Other exchange carriers who may store their data in the Telephone Company LIDB are requested to provide this data as well.

The Telephone Company will update the LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. The updates do not interrupt normal processing of queries.

The Telephone Company has procedures in place to deactivate billing validation data in the event that it is being used fraudulently. Calling cards identified or suspected of being fraudulently used will be updated 7 days a week, 24 hours a day.

The Telephone Company has established a regional Fraud Center operating 24 hours a day, 7 days a week, to monitor LIDB query thresholds, analyze and investigate potential fraudulent calling, receive interexchange carrier fraud alerts, and act as a single point of contact for LIDB accessors regarding suspected fraud activity. The Center has the ability to immediately deactivate billing validation data in the event it is being used fraudulently.

End user information, pertinent to the investigation, may be shared with LIDB Validation Service customers when validation queries for the specific customer reaches the Telephone Company established fraud threshold level. This fraud threshold level will be applied uniformly to most customers, however, higher threshold levels may be established for certain customers, upon their request (i.e., customers having excessive call volumes resulting in excessive queries to LIDB).

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(B) Billing Validation Service (Optional Feature) (Cont'd)

When BVS is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer at locations, dates, and times as specified by the Telephone Company in consultation with the customer. These tests are as specified in Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and (T)
Technical Reference GR-905-CORE, Issue 11, and successful (C)(x)
completion is necessary to receive BVS. To protect the security of the network, certain of the information provided, i.e., point codes, by the Telephone Company to the customer will be subject to a non-disclosure agreement.

The Telephone Company will administer its LIDB to insure the provision of acceptable service levels to all customers of the Telephone Company's BVS. During periods of BVS system congestion, an automatic call gapping procedure will be utilized to control such congestion. The automatic call gapping procedure will tell the switch the gap (how long the switch should wait before sending another query) and the duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic call gapping procedure will tell the LIDB when to begin to drop one out of three of the queries received. This call gapping procedure will be applied uniformly to all users of the Telephone Company's BVS.

The Telephone Company maintains the right to invoke manual intervention of the automatic call gapping procedure to preserve the integrity of the network.

BVS is designed for one hundred percent (100%) availability and has a mated configuration to ensure such availability. The LIDB validation system is capable of processing up to 150 queries per second. The roundtrip response time for a query should not exceed two seconds for 99 percent of all queries.

BVS is subject to the rates and charges as specified in 6.9.1(M) following. A recurring Query Transport charge will be assessed on a per query basis to transport the LIDB query between the Telephone Company's STP and the LIDB SCP. A recurring Query Validation charge will be assessed on a per query basis for processing the LIDB query. A nonrecurring Service Establishment charge will be assessed on an originating point code basis for establishing or changing a customer's BVS.

(x) GR-905-CORE, Issue 11, replaces TR-TSV-000905 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(C) Toll Free* Data Base Access Service

Toll Free Data Base Access Service is an originating only trunk side service. When a Toll Free+NXX+XXXX call is originated by an end user, the Telephone Company will perform customer identification based on screening of the full ten-digits of the Toll Free number to determine the customer location to which the call is to be routed.

Customers have the option of specifying an area of service from which to receive calls. A specific area of service can be a LATA, state, region, USA, or USA/Canada/Caribbean.

Toll Free Data Base Access Service calls may be delivered to the customer directly from an end office only when the end office is equipped with Toll Free Data Base query functionality, i.e., ability to query the Toll Free Data Base to perform ten-digit customer identification. When the end office does not have Toll Free Data Base query functionality, the query is delivered to the customer from the access tandem (all access tandems have Toll Free Data Base query functionality).

Feature Group D rates and charges apply to Toll Free Data Base Access Service calls originated from end offices with equal access capability. In addition to Feature Group D usage charges, a basic query charge as specified in 6.1.2(A)(8) preceding and 6.9.1(N) following applies to each Toll Free Data Base Access Service call delivered to the customer. A basic query charge consists of customer identification [i.e., Carrier Identification Number (CIC)], delivery of the dialed Toll Free ten-digit number, ANI, and the allowable area of service, designated by the customer, from which Toll Free calls can be received.

The Federal Communications Commission ("FCC") has concluded that hoarding, defined as the acquisition of more toll free numbers than one intends to use for the provision of toll free service, as well as the sale of a toll free number by a private entity for a fee, is contrary to the public interest in the conservation of the scarce toll free number resource and contrary to the FCC's responsibility to promote the orderly use and allocation of toll free numbers.

* "Toll Free" is considered to mean any access service which utilizes any of the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry. (T) (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(C) Toll Free Data Base Access Service (Cont'd)

Vertical Feature Package (VFP)

This feature package, available only with Toll Free Data Base Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS Translation, carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

Transmission Specifications

Toll Free Data Base Access Service is provided with either Type A, Type B or Type C Transmission Specifications as follows:

- When routed directly to the end office either Type B or C is provided.

- When routed to an access tandem only Type A is provided.

- Type A is provided on the transmission path from the access tandem to the end office.

Type C Transmission Specifications are provided with Interface Group 1. Type A and Type B Transmission Specifications are provided with Interface Groups 2 through 10.

For Toll Free Data Base Access Service traffic originating from end offices with Data Base query functionality, all normal Feature Group D parameters apply.

Toll Free Data Base Access Service traffic originating from all other end offices, Type A Transmission Specifications are provided for the facility between the access tandem and the customer's facilities.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.4 Common Switching and Transport Termination Optional Features and BSEs (Cont'd)

6.4.3 Switched Transport Optional Features

(D) 500 Access Service

500 Access Service is a service designed to meet the needs of 500 Service Providers of Personal Communications Service (PCS) who have been assigned a 500-NXX code by the North American Numbering Plan Administrator.

500 Access Service is an originating only trunk side service. When a 500-NXX-XXXX call is originated by an end user, the Telephone Company will perform customer identification based on six-digit 500-NXX screening of the 500 number to determine the customer location to which the call is to be routed.

Customers have the option of having the Telephone Company perform additional data base processing for calls to their 500-NXX code in order to translate the dialed 500-NXX-XXXX number to a geographic NANP number (i.e. POTS) for routing of the call. This option is not available for customers that have requested 0+500-NXX-XXXX originated calls to be completed by originating end users. A switched Access rearrangement charged as specified in 6.8.1(c)(2) will apply for each subsequent order for this option.

Certain end office switches are not equipped with 500 NXX query functionality. In these instances 0+500 calls will be routed to a Telephone Company operator switch which will translate the 0+500 NXX number and route the call. Customers will be required to provide trunks at the operator switch. 1+500 calls will be routed to a Telephone Company hubbing office equipped with 500 NXX functionality.

Feature Group D rates and charges apply to 500 Access Service calls originated from end offices with equal access capability. The query charge as specified in 6.9.1 following applies to each 500 Access Service call delivered to the customer. A query charge consists of customer identification [i.e., Carrier Identification Code (CIC) or Trunk Group], delivery of the dialed 500 number or POTS translation of the dialed 500 number, ANI, from the allowable area of service.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.5 Transmission Specifications

Each Switched Access Service transmission path is provided with standard transmission specifications. There are three different standard specifications (Types A, B and C). The standard for a particular transmission path is dependent on the Switched Access Service, the Interface Group and whether the service is directly routed or via an access tandem. The available transmission specifications are set forth in 6.5.1 following. Data Transmission Parameters are also provided with each Switched Access Service transmission path. The Telephone Company will, upon notification by the customer that the data parameters set forth in 6.5.2(A) or 6.5.2(B) are not being met, conduct tests independently or in cooperation with the customer, and take any necessary action to insure that the data parameters are met.

The Telephone Company will maintain existing transmission specifications on functioning service configurations installed prior to the effective date of this tariff except that service configurations having performance specifications exceeding the standards listed in this provision will be maintained at performance levels specified in this tariff.

The transmission specifications contained in this Section are immediate action limits. Acceptance limits are set forth in Technical Reference GR-334-CORE, Issue 1. This Technical Reference also provides the basis for determining Switched Access service maintenance limits Transmission specifications for out of band signaling connections are set forth in the Verizon Supplement Common Channel Signaling (CCS) Network Interface Specification, Issue 1, and in Technical Reference GR-905-CORE, Issue 11. (C)(x) (C)(x)

Transmission specifications for 64 Clear Channel Capability, when provisioned with Trunkside BSA-101XXXX Option or FGD with out of band signaling, are set forth in Technical Reference GR-334-CORE, Issue 1. (C)(x) (C)(x)

(x) GR-334-CORE, Issue 1, replaces TR-NPL-000334 and TR-NWT-000938 in their entirety.
GR-905-CORE, Issue 11, replaces TR-TSV-000905 in its entirety.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications

Following are descriptions of the three Standard Transmission Specifications available with Switched Access Services. The specific applications in terms of the Switched Access Services and Interface Groups with which the Feature Group and BSA Standard Transmission Specifications are provided are set forth in 6.2.1(C), 6.2.2(C), and 6.2.4(C) preceding. (D)

(A) Type A Transmission Specifications

Type A Transmission Specifications are provided with the following parameters:

(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is + 2.0 dB

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications (Cont'd)

(A) Type A Transmission Specifications (Cont'd)

(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to the loss at 1004 Hz is -1.0 dB to +3.0 dB.

(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

Route Miles	C-Message Noise
less than 50	32 dBrnCO
51 to 100	34 dBrnCO
101 to 200	37 dBrnCO
201 to 400	40 dBrnCO
401 to 1000	42 dBrnCO

(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a -16 dBmO holding tone, is less than or equal to 45 dBrnCO.

(5) Echo Control

Echo Control, identified as Equal Level Echo Path Loss and expressed as Echo Return Loss (ERL) and Singing Return Loss (SRL), is dependent on the routing, i.e., whether the service is routed directly from the customer's Point of Termination (POT) to the end office or via an access tandem. They are equal to or greater than the following:

	Echo Return Loss	Singing Return Loss
POT to Access Tandem	21 dB	14 dB
POT to End Office		
- Direct	N/A	N/A
- Via Access Tandem	16 dB	11 dB

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6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications (Cont'd)

(B) Type B Transmission Specifications

Type B Transmission Specifications are provided with the following parameters:

(1) Loss Deviation

The maximum deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is + 2.5 dB.

(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +4.0 dB.

(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

	C-Message Noise*	
Route Miles	Type B1	Type B2
less than 50	32 dBrnCO	35 dBrnCO
51 to 100	33 dBrnCO	37 dBrnCO
101 to 200	35 dBrnCO	40 dBrnCO
201 to 400	37 dBrnCO	43 dBrnCO
401 to 1000	39 dBrnCO	45 dBrnCO

(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a -16 dBm0 holding tone is less than or equal to 47 dBrnCO.

* For Trunkside BSA-101XXXX Option and Feature Group D, only Type B2 will be provided. For Lineside BSA, Trunkside BSA - 950 Option and Feature Groups A and B, Type B1 or B2 will be provided set as forth in Technical Reference GR-334-CORE, Issue 1. (D) (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications (Cont'd)

(B) Type B Transmission Specifications

(5) Echo Control

Echo Control, identified as Impedance Balance for Lineside BSA, Trunkside BSA - 950 Option and FGA and FGB and Equal Level Echo Path Loss for Trunkside BSA-101XXXX Option and FGD, and expressed as Echo Return Loss (ERL) and Singing Return Loss (SRL), is dependent on the routing, i.e., whether the service is routed directly from the customer Point of Termination (POT) to the end office or via an access tandem. The ERL and SRL also differ by Switched Access Services of termination, and type of transmission path. They are greater than or equal to the following: (D)

	Echo Return Loss	Singing Return Loss
POT to Access Tandem		
- Terminated in 4-Wire trunk	21 dB	14 dB
- Terminated in 2-Wire trunk	16 dB	11 dB
POT to End Office		
- Direct	16 dB	11 dB
- Via Access Tandem		
- For Trunkside BSA - 950 Option and FGB access	8 dB	4 dB
- For FGB access (Effective 4-Wire transmission path at end office)	16 dB	11 dB

(D)

(D)

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6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications (Cont'd)

(C) Type C Transmission Specifications

Type C Transmission Specifications are provided with the following parameters:

(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is + 3.0 dB.

(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +5.5 dB.

(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

	C-Message Noise*	
Route Miles	Type C1	Type C2
less than 50	32 dBrnCO	38 dBrnCO
51 to 100	33 dBrnCO	39 dBrnCO
101 to 200	35 dBrnCO	41 dBrnCO
201 to 400	37 dBrnCO	43 dBrnCO
401 to 1000	39 dBrnCO	45 dBrnCO

* For Trunkside BSA-101XXXX Option and Feature Group D, only Type C2 will be provided. For Lineside BSA, Trunkside BSA - 950 Option, and Feature Groups A and B, Type C1 or C2 will be provided as set forth in Technical Reference GR-334-CORE, Issue 1. (C)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.1 Standard Transmission Specifications (Cont'd)

(C) Type C Transmission Specifications (Cont'd)

(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a 16 dBmO holding tone is less than or equal to 47 dBrnCO.

(5) Echo Control

Echo Control, identified as Return Loss and expressed as Echo Return Loss and Singing Return Loss is equal to or greater than the following:

	Echo Return Loss	Singing Return Loss
POT to End Office - Direct	13 dB	6 dB

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6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.2 Data Transmission Parameters

Two types of Data Transmission Parameters, i.e., Type DA and Type DB, are provided for the Switched Access Services. The specific applications in terms of the BSAs with which they are provided are set forth in 6.3.1, 6.3.2, 6.3.2.1, 6.3.2.2, and 6.3.2.3 preceding. Following are descriptions of each.

(A) Data Transmission Parameters Type DA

(1) Signal to C-Notched Noise Ratio

The Signal to C-Notched Noise Ratio is equal to or greater than 33 dB.

(2) Envelope Delay Distortion

The maximum Envelope Delay Distortion for the frequency bands and route miles specified is:

	604 to 2804 Hz
less than 50 route miles	500 microseconds
equal to or greater than 50 route miles	900 microseconds

	1004 to 2404 Hz
less than 50 route miles	200 microseconds
equal to or greater than 50 route miles	400 microseconds

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6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.2 Data Transmission Parameters (Cont'd)

(A) Data Transmission Parameters Type DA (Cont'd)

(3) Impulse Noise Counts

The Impulse Noise Counts exceeding a 65 dBrnCO threshold in 15 minutes is no more than 15 counts.

(4) Intermodulation Distortion

The Second Order (R2) and Third Order (R3) Intermodulation Distortion Products are equal to or greater than:

Second Order (R2)	33 dB
Third Order (R3)	37 dB

(5) Phase Jitter

The Phase Jitter over the 4-300 Hz frequency band is less than or equal to 5° peak-to-peak.

(6) Frequency Shift

The maximum Frequency Shift does not exceed -2 to +2 Hz.

(B) Data Transmission Parameters Type DB

(1) Signal to C-Notoned Noise Ratio

The signal to C-Notoned Noise Ratio is equal to or greater than 30 dB.

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6. Switched Access Service (Cont'd)

6.5 Transmission Specifications (Cont'd)

6.5.2 Data Transmission Parameters (Cont'd)

(B) Data Transmission Parameters Type DB (Cont'd)

(3) Envelope Delay Distortion

The maximum Envelope Delay Distortion for the frequency bands and route miles specified is:

	604 to 2804 Hz
less than 50 route miles	800 microseconds
equal to or greater than 50 route miles	1000 microseconds

	1004 to 2404 Hz
less than 50 route miles	320 microseconds
equal to or greater than 50 route miles	500 microseconds

(3) Impulse Noise Counts

The Impulse Noise Counts exceeding a 67 dBrnCO threshold in 15 minutes is no more than 15 counts.

(4) Intermodulation Distortion

The Second Order (R2) and Third Order (R3) Intermodulation Distortion Products are equal to or greater than:

Second Order (R2)	31 dB
Third Order (R3)	34 dB

(5) Phase Jitter

The Phase Jitter over the 4-300 Hz frequency band is less than or equal to 7° peak-to-peak.

(6) Frequency Shift

The maximum Frequency Shift does not exceed -2 to +2 Hz.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company

In addition to the obligations of the Telephone Company set forth in 2. preceding, the Telephone Company has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

6.6.1 Network Management

The Telephone Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Telephone Company network. The Telephone Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer, the customer will be granted a Credit Allowance for Service Interruption as set forth in Section 2.7.1.1 preceding. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.2 Design and Traffic Routing of Switched Access Service

For Switched Access Services, the customer and the Telephone Company will apply a capacity threshold test to determine the design and routing of the Switched Access Service. When the amount of estimated traffic to and/or from an end office is equal to or less than 750 busy hour minutes of use, the customer may specify whether the traffic is to be routed directly between the end office and customer's premises or whether all or a portion of the traffic should be routed via an access tandem. When the amount of estimated traffic to and/or from an end office exceeds 750 busy hour minutes of use, the Telephone Company will work cooperatively with the customer to design and determine the routing and directionality using either direct final trunks or a combination of direct high usage trunks between the end office and the customers premises, with alternate route trunks via the access tandem.

The Telephone Company will determine whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Telephone Company traffic routing plans.

6.6.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Telephone Company through its own service evaluation routines, may also be made available to the customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance, e.g., customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other Tariff Sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

6.6.4 Trunk Group Measurement Reports

Subject to availability, the Telephone Company will make available trunk group data in the form of usage in CCS, peg count and overflow, to the customer based on previously agreed to intervals.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.5 Determination of Number of Transmission Paths

The following applies to switched access voice transmission paths, and does not apply to signaling connections provided with CCSAS. The number of transmission paths for out of band signaling connections will be determined jointly by the Telephone Company and the Customer.

Customers ordering Switched Access Services specify the number of transmission paths in the order for service. A transmission path is a communication path within the frequency bandwidth of approximately 300 to 3000 Hz or a derived communication path of a frequency bandwidth of approximately 300 Hz to 3000 Hz provided over a high frequency analog facility or a high speed digital facility between a customer's premises and a Telephone Company location.

6.6.6 Determination of Number of End Office Transport Terminations

For analog entry switches, a termination will be provided for each transmission path provided. For digital entry switches, an equivalent termination will be provided for each transmission path provided.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.7 Designed Blocking Probability

The Telephone Company will design the facilities for the provision of tandem circuits used for common transport between the access tandem and the end office.

In addition, the Telephone Company will perform routine measurement functions in accordance with Telephone Company blocking objectives to assure that an adequate number of transmission paths are in service. The Telephone Company will recommend that additional trunks be ordered by the customer when required to reduce the measured blocking to the objective.

(A) For FGA and FGB (Lineside BSA and Trunkside BSA - 950 Option) no blocking criteria apply.

(B) The blocking objective for FGB on D and FGD will be no greater than one percent (.01) between the point of termination at the customer's premises and the first point of switching in the Telephone Company's network when traffic is directly routed without an alternate route. For this directly routed traffic, the objective is solely a function of the customer's network design. (D)

(C) The blocking objective for FGD (Trunkside BSA - 10XXX/101XXXX) will be no greater than one percent (.01) between the point of termination at the customer’s premises and the end office switch, whether the traffic is directly routed without an alternate route or routed via an access tandem. For traffic routed via an access tandem, the objective is a combination of the Telephone Company's common transport design capacity and the customer's network design capacity.

(D) Standard traffic engineering methods as set forth in Technical Reference SR-TAP-000191, Issue 2, Trunk Traffic Engineering Concepts and Applications, will be used by the Telephone Company to determine the number of trunks required to achieve the blocking objectives in all cases.

The design blocking objective is assumed to have been met if the routine measurements show that the measured blocking does not exceed the thresholds listed in the following tables:

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6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.7 Designed Blocking Probability (Cont'd)

(D) (Cont'd)

Number of Transmission Paths Per Trunk Group	Measured Blocking Thresholds in the Time Consistent Busy Hour for the Number of Measurements Per Trunk Group			
	15-20 Measurements	11-14 Measurements	7-10 Measurements	3-6 Measurements
2	.070	.080	.090	.140
3	.050	.060	.070	.090
4	.050	.060	.070	.080
5-6	.040	.050	.060	.070
7 or more	.030	.035	.040	.060

(1) For transmission paths carrying first routed traffic between an end office and a customer's premises via an access tandem, the measured blocking thresholds are as follows:

Number of Transmission Paths Per Trunk Group	Measured Blocking Thresholds in the Time Consistent Busy Hour for the Number of Measurements Per Trunk Group			
	15-20 Measurements	11-14 Measurements	7-10 Measurements	3-6 Measurements
2	.045	.055	.060	.095
3	.035	.040	.045	.060
4	.035	.040	.045	.055
5-6	.025	.035	.040	.045
7 or more	.020	.025	.030	.040

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6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.8 End User Line and Usage Information Data

(A) General

The Telephone Company will provide to customers, upon request, historical and projected information pertaining to the number of end user lines and latest available average use per line. Such information shall be limited to that information which the Telephone Company uses in the course of performing its normal business operations. Additionally, the Telephone Company will make update information available only on a semi-annual basis.

(B) Information Content and Format

The historical and projected data will be provided on a per end office basis and will consist of the following information:

- Number of residential lines

- Number of business lines

- Average use per line

Unless requested otherwise, the data will be provided in machine-readable format.

(C) Availability of Data

The Telephone Company will provide the data to the requesting customer within 30 days of the receipt of the request. Separate requests are limited to two per end office per year.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.6 Obligations of the Telephone Company (Cont'd)

6.6.8 End User Line and Usage Information Data (Cont'd)

(D) The charge to the customer for such data will be developed on an individual case basis and will include only those incremental costs incurred by the Telephone Company in responding to the individual data request. Individual Case Basis (ICB) tariff filings will be made in Section 12, Specialized Service or Arrangements, following. Incremental costs include, but are not limited to, costs associated with the provision of data in a non-standard format as well as costs associated with responding to other individualized treatment requested by the customer.

6.6.9 Bill Verification Data

At the customer's request and at no charge, the Telephone Company will provide, within 30 days from receipt of a written request, underlying data used to derive subscriber line ratios as defined in Section 6.8.1 (D)(4) following. In addition to data used to develop subscriber line ratios, additional bill verification data, as is readily available, will also be provided subject to the preceding conditions. (D)

6.7 Obligations of the Customer

In addition to the obligations of the customer set forth in 2. preceding the customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.7 Obligations of the Customer (Cont'd)

6.7.1 Report Requirements

Customers are responsible for providing the following reports to the Telephone Company, when applicable.

(A) Jurisdictional Reports

When a customer orders Switched Access Service for both interstate and intrastate use, the customer is responsible for providing reports as set forth in 2.3.10 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth in 2.3.11 preceding.

(B) Code Screening Reports

When a customer orders service class routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

(C) Telecommunications Relay Service (TRS) Provider Reports

When a customer uses Switched Access service to carry tandem routed traffic originated from a TRS Center, in cases where the tandem does not have the capability to measure calls, the Telephone Company will assess applicable access charges to the customer based on reports provided by the TRS provider.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.7 Obligations of the Customer (Cont'd)

6.7.1 Report Requirements (Cont'd)

(D) 900 and Interim 500 Access Service NXX Codes

All 900 and Interim 500 NXX Code assignments and administration shall be in accordance with the North American Numbering Plan (NANP).

When ordering 900 and Interim 500 Access Service, NXX Codes to be activated or deactivated must be provided to the Telephone Company in accordance with applicable ordering intervals. Customer assigned codes, for which an order has not been received, will be blocked.

Customers ordering 900 Access Service are required to provide both a field test number and a trouble referral contact number to the Telephone Company coincident with the order for service. The field test number will be utilized by the Telephone Company to place test calls to the Customer's premises. The referral contact number will be utilized by the Telephone Company to refer end user trouble reports to the appropriate customer.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.7 Obligations of the Customer (Cont'd)

6.7.2 Supervisory Signaling

The customer's facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision. For 500 Access Service, Toll Free Data Base Access Service, and 900 Access Service, which originates from end offices other than equal access end offices with the customer identification function, and for Trunkside BSA - 950, the customer shall provide answer off-hook signal upon completion of the outpulsed signaling sequence at his point of presence.

For Trunkside BSA-101XXXX Option, including 500 Access Service, Toll Free Data Base Access Service, and 900 Access Service from equal access end offices with the customer identification function, the customer shall return answer off-hook signal when the called party answers.

6.7.3 Trunk Group Measurements Reports

With the agreement of the customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Telephone Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

6.7.4 Design of Switched Access Services

When a customer orders Trunkside BSA-101XXXX Option Switched Access Service, or trunks associated with 900 Access Service, 500 Access Service, Toll Free Data Base Access Service, it is the customer's responsibility to assure that sufficient access services have been ordered to handle its traffic. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

6.8.1 Description and Application of Rates and Charges

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in (D) following.

Certain Switched Transport rates and charges (monthly and non-recurring) will be applied based on Rate Zones or Metropolitan Statistical Areas (MSAs). Rate Zones are defined in Section 2.1 and contained in Section 14.6. In cases where the Channel Mileage crosses Rate Zones (e.g., serving wire center 1 is in Rate Zone 1 and serving wire center 2 is in Rate Zone 2), the higher-rated mileage charge will be applied to the entire channel mileage. Multiplexing rates will be determined by the location of the multiplexing arrangement. (C) (C)

MSAs are defined in Section 2.6 and are listed in Section 14.7. In wire centers within a qualifying MSA, monthly rates and nonrecurring charges for certain Switched Access service rate elements are arranged in price bands. The price band for each serving wire center within a qualifying MSA and the type of Switched Access Services which are subject to price band rating are specified in Section 14.7, following. In cases where Channel Mileage crosses price bands, the charge for the higher numbered price band applies. When channel mileage is between an MSA price band and a Non-qualifying MSA (N-MSA) wire center, the rates and charges for the N-MSA wire center (a rate zone charge or a basic (N-MSA) channel mileage charge) apply. (N) (N)

Certain material formerly appearing on this page currently appears on Original Page 6-184.1.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(A) Monthly Rates (M)

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided, except for the following. For billing purposes, each month is considered to have 30 days.

(1) DS3 Entrance Facility Channel Terminations

Monthly rates for DS3 Entrance Facility Channel Terminations apply on a tapered schedule as set forth in Section 6.9.1 following. The rate to be billed for each channel termination is based on a count of the total eligible Switched and Special Access channel terminations that are in service and in billing at the end of the bill period, whether provided on a month-to-month basis, under one or more term pricing plans, or a combination of both. (M)

(M) Certain material currently appearing on this page formerly appeared on Original Page 6-184.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(A) Monthly Rates (Cont'd)

(1) DS3 Entrance Facility Channel Terminations (Cont'd)

The following Switched and Special Access channel termination rate elements are eligible for inclusion in the Telephone Company's monthly count:

- DS3 Switched Access Entrance Facilities channel terminations (electrical and optical) as described in Section 6.9.1 following
- interstate DS3 High Capacity Special Access Service channel terminations at a primary premises provided by the Telephone Company.

Before the first billing period of each month, the Telephone Company will count all eligible DS3 Switched Access Entrance Facility channel terminations that are in service between the same two locations (e.g., a customer-designated premises and the same serving wire center). If that customer-designated premises is a primary premises for Special Access Service, as defined in Section 7.4.1 following, the Telephone Company will also count all eligible DS3 High Capacity Special Access Services that are in service. The results are added to obtain the total count for a particular customer-designated premises and determines the applicable rate band. This step is repeated for each customer-designated premises.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(A) Monthly Rates (Cont'd)

(1) DS3 Entrance Facility Channel Terminations (Cont'd)

(D)

(D)

The rate band determined by the last count taken shall be used to calculate all charges incurred by and credits due to the customer for DS3 Switched Access Service Entrance Facility channel terminations established or discontinued during the preceding billing period. The count will not be adjusted for any reason for service order activity occurring after the count is made, including services that were installed prior to the count but were not in billing when the count was taken.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per access minute basis. Charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

Certain nonrecurring charges applicable to the installation of access service consist of a "first" and "additional" charge. For each facility, line, or trunk ordered, the first charge applies to the first facility, line, or trunk specified on the order, with the additional charge applied to each additional facility, line, or trunk specified on the same order between same locations.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services, the charge is applied per line or trunk.

In addition, nonrecurring charges apply when Common Channel Signaling Access Service is installed for use with Trunkside BSA-101XXXX Option, Feature Group D and/or Billing Validation Service as specified in 6.9.1(B) following.

When newly installed service is added to a Commitment Discount Plan, the channel termination nonrecurring charge which applies is $1.00. (N) | (N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements as set forth in 5.2.5 preceding or a change in the physical location of the point of termination at a customer's premises or a customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and described and charged for as set forth in 6.8.7 following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service, including the addition of a FGD Carrier identification Code (CIC) to an existing network and other translation-only type work.

- When the physical change involves the addition of FGD CIC(s) to an existing network, a service rearrangement charge would apply per CIC, per sub-tending end office, per access tandem.
- When the physical change involves translation-only type work, a service rearrangement charge would apply at the level of work being performed (such as per trunk, per trunk group, per end office, or per access tandem).

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements (Cont'd)

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Access Service to the same customer (i.e., same customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name, (i.e., the customer of record does not change but rather the customer of record changes its name -- e.g., AT&T-Long Lines to AT&T Communications)
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements (Cont'd)

All other service rearrangements will be charged for as follows:

- If the change involves the addition of an optional feature or BSE which has a separate nonrecurring charge, that nonrecurring charge will apply.

A charge as specified following will apply on each transmission path reconfigured from:

- SS7 signaling to MF signaling
- 64CCC to SS7 signaling
- 64CCC to MF signaling

When out of band signaling or 64CCC is ordered, the customer may add Calling Party Number (CPN), Charge Number (CN), Carrier Selection Parameter (CSP), and Access Transport Parameter (ATP) at no additional charge if these features are specified at the time out of band signaling or 64CCC is ordered for existing switched access trunks.

For Dedicated Network Access Link BSAs, the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element first nonrecurring change charge will apply. Only one such charge will apply per service per change.

For all other changes; including the addition of, or modifications to, optional features or BSEs without separate nonrecurring charges, a charge as specified following will apply. When an optional feature or BSES is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply (i.e., it will not apply per transmission path).

	USOC	Nonrecurring Charge
- Per Rearrangement	NRBOK	$50.00

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements (Cont'd)

Rearrangement charges as specified in 6.9.1 following apply on a per termination basis for the following service rearrangements:

a) rearranging an existing subtending service from one port to another in the same multiplexing arrangement;

b) rearranging an existing subtending service from one multiplexing arrangement to another like multiplexing arrangement in the same wire center; and

c) rearranging an existing service into a high capacity service multiplexing arrangement in the same wire center.

d) rearranging an existing service to a Collocated Interconnection Cross-Connect Service or SPOT Bay Frame and Terminations, which are described in Section 19 following, in the same wire center; (C)(X) (C)(X)

e) rearranging a Collocated Interconnection Cross-Connect Service or SPOT Bay Frame and Terminations, which are described in Section 19 following, to a Switched Access Service in the same wire center; and (C)(X) | | (C)(X)

When services are rearranged as described above, additional charges for the Rearrangement Charges may apply to all such rearranged services beyond the first without regard to their end-point locations, so long as they are all of the same service type, have the same date due, and are all being rearranged to the same multiplexing arrangement.

Certain regulations previously found on this page can now be found on Page No. 6-192.

(X) Filed under authority of Special Permission No. 01-028 of the Federal Communications Commission.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(3) Connection Charge (M) (X)

The Switched Access Connection Charge recovers the costs of connecting the trunks/line to the switch. These charges are in addition to any facility charges and are to be applied on a per line/per trunk basis.

(4) Service Order Charge

The Service Order Charge does not apply when a facility and the trunks that ride that facility are being installed at the same time. (M) (X)

(5) In addition, the facility nonrecurring charge will not apply for changing facility capacity or faulty interface (i.e., changes from or to Voice Grade, DS1 or DS3 facilities). No facility nonrecurring charge will apply for "grooming" facilities (i.e., adding new facilities as well as rearranging trunks on existing facilities in order to increase utilization or fill). These charges will not apply as long as the order is placed by December 31, 1995.

(X) Filed under authority of Special Permission No. 01-028 of the Federal Communications Commission.

(M) Certain regulations on this page formerly appeared on Page No. 6-191.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates

End Office (i.e., Local Switching) and the Information Surcharge rates are applied as premium rates. (T)

The following rules provide the basis for applying the rates and charges:

(1) Premium rates apply to all Trunkside BSA-101XXXX Option access minutes, and to all Lineside BSA and Trunkside BSA - 950 Option access minutes that originate from or terminate at end offices equipped with equal access (i.e., Trunkside BSA-101XXXX Option) capabilities. Premium rates also apply to all Toll Free Data Base Access Service and 900 Access Service minutes that originate from an equal access end office via Trunkside BSA-101XXXX Option.

(2) The premium rates are further differentiated based upon the directionality of the traffic carried over the Switched Access Service. (C) | (C)

(3) Reserved for Future Use

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(4) Reserved for Future Use (C) (D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

(iii) (Cont'd)

900 Access Service traffic has been combined in the same trunk group with the customer's Trunkside BSA-101XXXX Option and FGD traffic, 900 Access Service minutes shall not be used to offset premium rates as set forth preceding.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(D)

(D)

(5) Where Switched Access Service is provided in conjunction with a CEC or RCC, and the regulations as set forth in 2.4.8, preceding apply, the Telephone Company will apply premium Switched Transport rates. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(5) (Cont'd)

(a) Entrance Facility

The Entrance Facility monthly rate provides for the communication path between a customer's premises and the SWC of that premises and is assessed based on the capacity of the facilities provided (e.g., Voice Grade, DS1, DS3, or IEF). When Lineside Switched Access service is ordered, the Voice Grade Entrance Facility rate is assessed for each Lineside service requested unless the customer requests an Entrance Facility of higher capacity. The Entrance Facility rate is assessed when the customer premises and the SWC are in the same building. The Entrance Facility rate is in addition to the rates assessed for Direct Trunked Transport and Tandem Switched Transport. Rates and charges are set forth in Section 6.9 following. (D)

(b) Direct Trunked Transport

The Direct Trunked Transport monthly rate provides for the transmission facilities between the SWC of the customer's facilities to the end office or the access tandem based on the capacity of the facility requested, Voice Grade, DS1, or DS3. When Lineside Switched Access service is ordered, the Voice Grade Direct Trunked Transport rate is assessed for each Lineside service requested unless the customer requests a Direct Trunked Transport facility of higher capacity. There are two rates that apply, a fixed rate and a rate per mile. The Direct Trunked Transport rate is in addition to the Entrance Facility rate. Mileage measurement is described in Section 6.8.13 following. Rates and charges are set forth in Section 6.9 following. (D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(5) (Cont'd)

(c) Tandem Transport Charge

The Tandem Transport Charge is assessed on a per minute of use basis. There are two rates that apply, a fixed rate and a rate per mile/per minute. The Tandem Transport rate is in addition to the Entrance Facility rate. Mileage measurement is described in Section 6.8.13 following. Rates and charges are set forth in Section 6.9 following.

(d) Tandem Switching

The Tandem Switching rate is assessed on a per minute of use basis and is applicable to all Switched Access minutes of use utilizing an access tandem via Tandem Switched Trunk. The Tandem Switching rate is in addition to the Tandem Transmission rate and the rates associated with the Entrance Facility. Rates and charges are set forth in Section 6.9 following.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(5) (Cont'd)

(e) Dedicated Tandem Trunk Port

The Dedicated Tandem Switching Trunk Port is a monthly rate assessed per activated trunk for every dedicated trunk terminating on the serving wire center side of the access tandem. Rates and charges are set forth in Section 6.9 following.

(f) Interconnection Charge

The Interconnection Charge is assessed on a per minute of use basis and is applicable to all Switched Access minutes of use based on the direction of the traffic and whether or not it is collocated or non-collocated. The originating Interconnection Charge rate will apply to all originating access minutes of use except those associated with calls placed to 700, 800, and 900 numbers. The terminating Interconnection Charge rate will apply to all terminating access minutes of use and all originating access minutes of use associated with calls placed to 700, 800, and 900 numbers.

(g) Host/Remote Transport

When the customer orders Switched Access via the tandem to a remote switching system or module (RSS or RSM), Tandem Transmission rates are assessed between the SWC and the host office or between the access tandem and the host office, whichever is applicable. In addition, Host/Remote Transmission rates are assessed between the host and the RSS or RSM.

When the customer orders DTT to a RSS or RSM, DTT rates are assessed between the SWC and the host office and Host/Remote Transmission rates are assessed between the host and the RSS or RSM. Mileage measurement rules are set forth in 6.8.13 following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(6) Where Switched Access Service is used to carry traffic originated from a TRS Center, Switched Transport rates apply. Local Switching rates do not apply.

(7) FGA provided with a voice grade interface the following rate elements are applicable:

- Entrance Facility - 2 wire or 4 wire
- Direct Trunked Transport, fixed and per mile, measured from the SWC to the DTO.
- Local Switching MOU
- Information Surcharge
- Carrier Common Line
- The Interconnection rate applies also to all Local Switching MOUs

Terminating Usage Rate Elements
Tandem fixed MOU and per mile MOU rates apply from the DTO to the End Office where the call terminates.
Local Switching MOU.
Information Surcharge.
Carrier Common Line.
The Interconnection rate applies also to all Local Switching MOU.

Originating Usage Rate Elements
Local Switching MOU
Information Surcharge
Carrier Common Line
The IC rate applies to all Local Switching MOU.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.1 Description and Application of Rates and Charges (Cont'd)

(D) Application of Rates (Cont'd)

(8) FGA provided with a digital interface the following rate elements are applicable:

- Entrance Facility - DS1
- Direct-Trunked Transport, fixed and per mile, measured from the SWC to the DTO.
- Multiplexer
  - Local Switching MOU
  - Information Surcharge
  - Carrier Common Line
  - The Interconnection rate applies also to all Local Switching MOUs

The same originating and terminating usage rate elements apply as for non-digital interface as indicated in paragraph (7) above.

(9) Multiplexing

No multiplexing charge will apply except as indicated in (8) above if an individual circuit carrying trunks is at a DS1 level (Entrance Facilities and Direct Trunked Transport) and terminating at a specific switch.

Certain material previously appearing on this page currently appears on Original Page 6-204.1

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(T)
(T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.2 Minimum Periods

(A) The minimum service period for Switched Transport entrance facilities and direct trunked transport are as follows:

DS1: 2 months
DS3: 12 months
IEF: 12 months

(D)
(D)

(D)
(D)

(B) When service is provided under a Commitment Discount Plan as set forth in Section 25 following, the minimum period for service provided under a Commitment Discount Plan is one (1) year from the date that such service is installed in lieu of the minimum period which would normally apply to that service. Commitment Discount Plan minimum period regulations are specified in Section 25.1.10 following. (T)

(D)

(C) All other Switched Access Service is provided for a minimum period of one month. (T)

(D) When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. Customers may at any time change their service payment option to a Term Payment Plan without assessment of the minimum service charge. (T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.3 Reserved for Future Use

6.8.4 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge consists of the following elements:

The minimum monthly charge for the Local Switching, the Information Surcharge, and the Switched 56 (S56) Kilobit Service rate elements is the sum of the charges set forth in Section 6.9.2(A), 6.9.5, and 6.9.7 following for the measured usage for the month. (T) (D) (D)

For a Dedicated Network Access Link, the minimum monthly charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in Section 6.9.1(O) following.

6.8.5 Reserved

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type

Changes from one type of Feature Group to another type of Feature Group, or from one type of BSA to another type of BSA, will be treated as a discontinuance of one type of service and a start of another. Nonrecurring charges will apply, with two exceptions.

(1) When a customer upgrades a Feature Group A or B service to a Feature Group D service, or upgrades a Lineside BSA or Trunkside BSA - 950 Option to a Trunkside BSA-101XXXX Option, the nonrecurring charge will not apply if the following conditions are met:

(a) The same customer premises must be maintained on the order for the Trunkside BSA-101XXXX Option or FGD trunks, unless mutually agreed upon by the Telephone Company and the customer when appropriate Telephone Company central office switching equipment and other facilities exists, and

(b) Reserved for Future Use (C) (D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

(1) (Cont'd)

(c) Reserved for Future Use (C) (D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

(1) (Cont'd)

(d) Subject to the availability of appropriate Telephone Company central office switching equipment and other facilities, customers may upgrade from one-way Trunkside BSA - 950 Option or FGB trunks to two-way Trunkside BSA-101XXXX Option or FGD trunks will not be subject to charge as long as the number of two-way Trunkside BSA-101XXXX Option or FGD trunks does not exceed the number of one-way Trunkside BSA - 950 Option or FGB trunks disconnected, i.e., a one-for-one substitution of one-way trunks for two-way trunks. The customer must retain the same technical interface specifications unless otherwise mutually agreed upon by the Telephone Company and the customer, when appropriate Telephone Company central office switching equipment and other facilities are available. One-way Trunkside BSA - 950 Option or FGB trunks may be upgraded to two-way Trunkside BSA-101XXXX Option or FGD trunks where equipment and facilities are available Conversion of one-way Trunkside BSA - 950 Option or FGB trunks to two-way Trunkside BSA-101XXXX Option or FGD trunks will be scheduled on a project basis by the Telephone Company, in cooperation with the customer.

(e) Customers who are upgrading from tandem or end office routed Trunkside BSA - 950 Option or FGB trunks to direct end office or tandem routed Trunkside BSA-101XXXX Option or FGD trunks will not be subject to nonrecurring charges as long as the number of trunks connected do not exceed the number of trunks disconnected, i.e., a one-for-one substitution of tandem routed trunks for end office trunks or end office trunks for tandem routed trunks. The customer must meet the conditions as specified in section 6.1.2(A)(2)(d) preceding and 6.8.6(1)(f) following.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

(1) (Cont'd)

(f) Subject to the availability of appropriate Telephone Company central office switching equipment and facilities, customers may upgrade from Trunkside BSA - 950 Option or FGB trunks with MF signaling to Trunkside BSA-101XXXX Option or FGD trunks with SS7 signaling or 64CCC will not be subject to charge as long as the customer requests SS7 signaling or 64CCC on their new order for Trunkside BSA-101XXXX Option or FGD trunks. Out of band signaling connections provided under Common Channel Signaling Access Service must be established as specified in section 6.4.3(A) preceding. The number of Trunkside BSA-101XXXX Option or FGD trunks with SS7 signaling or 64CCC cannot exceed the number of Trunkside BSA - 950 Option or FGB trunks with MF signaling that are disconnected, i.e., a one-for-one substitution of Trunkside BSA-101XXXX Option or FGD trunks with SS7 signaling or 64CCC for Trunkside BSA - 950 Option or FGB trunks with MF signaling.

The Telephone Company reserves the right to determine if Trunkside BSA - 950 Option and FGB may be upgraded to Trunkside BSA-101XXXX Option and FGD and converted to out of band signaling at the same time. If necessary, the Telephone Company will treat such requests as two separate projects and charges will be waived as specified above and in Section 6.1.2(A)(7)(e)(5) preceding. (T)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

(2) (D)

For changes from one type of Feature Group to another type of Feature Group, or from one type of BSA to another type of BSA, new minimum period obligations will also be established. (T)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

6.8.6.1 Conversion of Existing Feature Groups to Basic Service Arrangements

Nonrecurring charges will not apply to the conversion of existing Feature Groups to their unbundled BSA equivalents.

When a customer converts an existing Feature Group to its unbundled BSA equivalent, minimum period obligations will not change, i.e., the time elapsed in the existing minimum period obligations will be credited to the minimum period obligations for the BSA. For changes from a BSA to a Feature Group during the transition period as noted above, new minimum period obligations will be established.

When the initial order for Trunkside BSA - 950 Option, in a LATA, is received by the Telephone Company, that order will cause conversion of existing FGB services, in that LATA, to the Trunkside BSA - 950 Option rate structure for the CIC associated with that order.

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When the initial order for Trunkside BSA-101XXXX Option, in a LATA, is received by the Telephone Company, that order will cause conversion of existing FGD services, in that LATA, to the Trunkside BSA-101XXXX Option rate structure for the CIC associated with that order.

Orders for Lineside BSA will not cause conversion of FGA services within the LATA where the Lineside BSA is ordered. However, Lineside BSA and FGA services cannot be combined in the same Hunting Service Arrangement.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.6 Change of Feature Group or BSA Type (Cont'd)

6.8.6.1 Conversion of Existing Feature Groups to Basic Service Arrangements (Cont'd)

All orders or customer requests to convert existing Feature Group services to their ONA equivalents must be received by the Telephone Company by May 1, 1993. If a customer does not submit an order causing conversion of existing Feature Group services, or request that the Telephone Company convert existing Feature Group services to their ONA equivalents by May 1, 1993, then those Feature Group services which have not been converted will be converted to their ONA equivalents on July 1, 1993. Any optional feature provisioned with a Feature Group service which has a corresponding BSE will be charged the BSE rate, and any option which does not have a corresponding BSE will remain as an optional feature.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.7 Moves

A move involves a change in the physical location of the customer premises which also involves a connection to a different rate demarcation point.

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

(A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the first nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements.

(B) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

6.8.8 Measuring Access Minutes

Customer traffic to end offices will be measured (i.e., recorded) by the Telephone Company at end office switches or access tandem switches. (D)
Originating and terminating calls will be measured (i.e., recorded) by the Telephone Company to determine the basis for computing chargeable access minutes. (D)
For terminating calls over Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option FGA, FGB, and FGD, and for originating calls over Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGA, FGB and FGD, the measured access minutes are the chargeable access minutes. (D)
For originating calls over FX/ONAL Lineside BSA, and FGA, chargeable originating access minutes are derived from recorded minutes in the following manner. (D)

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

Step 1: Obtain recorded originating minutes and messages (measured as set forth in (A) and (C) following for FX/ONAL Lineside BSA, and FGA respectively) from the appropriate recording data. (D)

Step 2: Obtain the total attempts by dividing the originating measured messages by the completion ratio. Completion ratios (CR) are obtained separately for the major call categories such as DDD, operator, Toll Free Data Base Access Service, 900 Access Service, directory assistance and international from a sample study which analyzes the ultimate completion status of the total attempts which receive acknowledgment from the customer. That is, Measured Messages divided by Completion Ratio equals Total Attempts.

Step 3: Obtain the total non-conversation time additive (NCTA) by multiplying the total attempts (obtained in Step 2) by the NCTA per attempt ratio. The NCTA per attempt ratio is obtained from the sample study identified in Step 2 by measuring the non-conversation time associated with both completed and incompleted attempts. The total NCTA is the time on a completed attempt from customer acknowledgment of receipt of call to called party answer (set up and ringing) plus the time on an incompleted attempt from customer acknowledgment of call until the access tandem or end office receives a disconnect signal (ring - no answer, busy or network blockage). That is, Total Attempts times Non-Conversation Time per Attempt Ratio equals Total NCTA.

Step 4: Obtain total chargeable originating access minutes by adding the total NCTA (obtained in Step 3) to the recorded originating measured minutes (obtained in Step 1). That is, Measured Minutes plus NCTA equals Chargeable Originating Access Minutes.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

Following is an example which illustrates how the chargeable originating access minutes are derived from the measured originating minutes using this formula.

Where: Measured Minutes (M. Min.) = 7,000
Measured Messages (M. Mes.) = 1,000
Completion Ratio (CR) = .75
NCTA per Attempt = .4

(1) Total Attempts = $\frac{1{,}000(\text{M. Mes.})}{.75\ (\text{CR})}$ = 1,333.33

(2) Total NCTA = .4 (NCTA per Attempt) x 1,333.33 = 533.33

(3) Total Chargeable Originating Access Minutes = 7,000(M.Min.) + 533.33(NCTA) = 7,533.33

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

Lineside BSA and FGA access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each line or hunt group, and are then grounded up to the nearest access minute for each line or hunt group. Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB, and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office. (D) (D) (D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

(1) All Lineside BSA and FGA Services

Originating and Terminating	3,386
Originating	1,094
Terminating	2,292

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

(A) Lineside BSA and Feature Group A Usage Measurement

For originating calls over Lineside BSA and FGA, usage measurement begins when the originating Lineside BSA or FGA entry switch receives an off-hook supervisory signal forwarded from the customer's point of termination. (Where Lineside BSA and FGA is used for MTS/WATS-type services, this off-hook signal is generally provided by the customer's equipment. Where Lineside BSA and FGA is used for FX/ONAL services, the off-hook signal is generally forwarded by the customer's equipment when the called party answers.)

The measurement of originating call usage over Lineside BSA and FGA ends when the originating Lineside BSA or FGA entry switch receives an on-hook supervisory signal from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over Lineside BSA and FGA, usage measurement begins when the terminating Lineside BSA or FGA entry switch receives an off-hook supervisory signal from the terminating end user's end office, indicating the terminating end user has answered. The measurement of terminating call usage over Lineside BSA and FGA ends when the terminating Lineside BSA or FGA entry switch receives an on-hook supervisory signal from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

(B) Trunkside BSA - 950 Option and Feature Group B Usage Measurement

For originating calls over Trunkside BSA - 950 Option and FGB, usage measurement begins when the originating Trunkside BSA - 950 Option or FGB entry switch receives answer supervision forwarded from the customer's point of termination, indicating the customer's equipment has answered.

The measurement of originating call usage over Trunkside BSA - 950 Option and FGB ends when the originating Trunkside BSA - 950 Option or FGB entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over Trunkside BSA - 950 Option and FGB, usage measurement begins when the terminating Trunkside BSA - 950 Option or FGB entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Trunkside BSA - 950 Option and FGB ends when the terminating Trunkside BSA - 950 Option or FGB entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

(C) Reserved for Future Use (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

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6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

(D) Trunkside BSA-101XXXX Option and Feature Group D Usage Measurement

For originating calls over Trunkside BSA-101XXXX Option and FGD with multifrequency address signaling, usage measurement begins when the originating Trunkside BSA-101XXXX Option or FGD entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over Trunkside BSA-101XXXX Option and FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.

The measurement of originating call usage over Trunkside BSA-101XXXX Option and FGD ends when the originating Trunkside BSA-101XXXX Option or FGD entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over Trunkside BSA-101XXXX Option and FGD to services other than Toll Free Data Base Access Service, 900 Access Service or Directory Assistance, total terminating Trunkside BSA-101XXXX Option and FGD usage is directly measured. Jurisdictional assignment for Trunkside BSA-101XXXX Option and FGD is imputed for calls except for 900 Access Service and Directory Assistance Services. When assignment is imputed, the Telephone Company will provide to the Interexchange Carriers the factors used.

For terminating calls over Trunkside BSA-101XXXX Option and FGD, the measurement of access minutes begins when the terminating Trunkside BSA-101XXXX Option or FGD entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.

The measurement of terminating call usage over Trunkside BSA-101XXXX Option and FGD ends when the terminating Trunkside BSA-101XXXX Option or FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.8 Measuring Access Minutes (Cont'd)

(E) 500 Access Service and Toll Free Data Base Access Service Usage Measurement

Usage measurement from equal access end offices without the customer identification function begins when the originating end office switch receives off-hook supervision forwarded from the customer's point of termination, indicating the transmitted digits have been received.

Usage measurement from equal access end offices with the customer identification function begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination.

In all cases, usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the end office.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.9 Reserved

6.8.10 Application of Rates for Extension Service

Lineside BSA and Feature Group A Switched Access Service is available with extensions, i.e., additional terminations of the service at different building(s) in the same or a different LATA. Lineside BSA and Feature Group A extensions in the same LATA and same state are charged for under the Telephone Company's local general services tariffs.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.10 Application of Rates for Extension Service (Cont'd)

Lineside BSA and Feature Group A extensions in different LATAs or in a different state in the same LATA are provided and charged for as Special Access Service. The rate elements which apply are: A Voice Grade Channel Termination, Channel Mileage, if applicable, and Signaling Capability, if applicable. All appropriate monthly rates and nonrecurring charges for interstate Voice Grade Special Access Service (C)
provided by the Telephone Company will apply. Such (C)
extensions are ordered as set forth in 5.2 preceding.

6.8.11 Message Unit Credit

Calls from end users to the seven digit local telephone numbers associated with Lineside BSA and Feature Group A Switched Access Service are subject to Telephone Company general services tariffs charges (including message unit and toll charges as applicable). The monthly bills rendered to customers for their Lineside BSA and Feature Group A Switched Access Service will include a credit as defined in 2.6 preceding to reflect any message unit charges collected from their end users under the Telephone Company's local general services tariffs. The credit will apply for recorded originating usage for the Lineside BSA and FGA service provided. No credit will apply for any terminating Lineside BSA and FGA access minutes. The Message Unit Credit for originating Lineside BSA and FGA access minutes is as set forth in 6.9.5 following.

6.8.12 Local Information Delivery Services

Calls over Switched Access in the terminating direction to certain community information services will be rated under the applicable rates for Switched Access Service as set forth in 6.9 following. In addition, the charges per call as specified under the Telephone Company's local general services tariffs, e.g., 976 Network Services, will also apply.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.13 Mileage Measurement

The mileage to be used to determine the monthly rate for the Switched Transport is calculated on the airline distance between the end office switch where the call carried by Switched Transport originates or terminates and the customer's serving wire center or between the end office and the tandem except as set forth in (A) through (I) following. The mileage to be used to determine the monthly rate for the Dedicated Network Access Link (DNAL) Channel Mileage is calculated on the airline distance between the Telephone Company switch or central office where the corresponding BSE (e.g., Message Services Interface and Make Busy Arrangements) capability exists and the serving wire center associated with the customer's designated premises. The V&H coordinates method is used to determine mileage. This method is set forth in National Exchange Carrier Association Tariff F.C.C. NO. 4, for Wire Center and Interconnection Information Tariff (V & H Coordinates).

To determine the rate to be billed compute the mileage using the V&H coordinates method as stated above. If the calculation results in a fraction of a mile, always round up to the next whole mile.

DNAL mileage is shown in 6.9.1 following in terms of a per mile structure. To determine the rate to be billed, first determine the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association Tariff F.C.C. No. 4, and apply the rates. When the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.13 Mileage Measurement (Cont'd)

Exceptions to the mileage measurement rules are as follows:

(A) Mileage for access minutes in the originating direction over Lineside BSA and Feature Group A Switched Access Service will be calculated on an airline basis, using the V&H coordinates method, between the end office switch where the Lineside BSA and Feature Group A switching dial tone is provided and the customer's serving wire center for the Switched Access Service provided. When providing the Lineside BSA and Feature Group A FX/ONAL dial tone portion of a service that connects to jointly provided Special Access Service in a Corridor, the access minutes will be calculated in the zero mile band.

(B) Reserved for Future Use (C) (D)

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.13 Mileage Measurement (Cont'd)

(C) When the Alternate Traffic Routing optional feature/BSE is provided with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups B or D, the Switched Transport access minutes will be apportioned between the two trunk groups used to provide this feature. Such apportionment will be based on a ratio derived from the customer's access order. The ratio for each trunk group, or percentage of total traffic to be attributed to each trunk group, will be determined by dividing the service capacity for each trunk group by the sum of capacity for both trunk groups. The resulting percentage for each trunk group will be multiplied times the total traffic to apportion usage to the individual trunk group. This apportionment will serve as the basis for Switched Transport mileage calculation. (D) (D)

For Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Group B or D traffic routed directly to an end office, traffic is designated to a specific trunk group based on the actual measured data which is recorded. (D) (D)

(D) Reserved for Future Use (C) (D) (D)

(E) Switched transport mileage for 500 Access Service, Toll Free Data Base Access Service, and 900 Access Service is based on the airline distance between the end office switch where the 500 Access Service, Toll Free Data Base Access Service, and 900 Access Services traffic originates and the customers serving wire center. For 500 Access service, switched transport mileage is based on the airline distance between the end office, hubbing office or operator switch where the 500 call originates and the customers serving wire center.

(F) For Feature Group Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and A, B, or D access minutes originating from or terminating to a WATS Access Line Service, the Switched Transport is calculated based on the airline distance, using the V & H Coordinates method, between the customer's premises Trunkside BSA-101XXXX Option and Feature Group D serving wire center and the WATS serving office. (D) (D)

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.13 Mileage Measurement (Cont'd)

(G) Mileage measurement for originating and terminating Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and FGB and FGD switched access services ordered to, and for Lineside BSA and FGA calls terminated to, a remote switching module (RSM) is calculated on an airline basis using the V&H coordinates method, between the end office that serves as the Host/Remote switch for the RSS and the customer's serving wire center for the Switched Access Service provided. (D) (D)

(H) Mileage measurement for CCSAS will be calculated on an airline basis, using the V&H coordinates method, between the serving wire center of the customer's SPOI and the Telephone Company's STP.

(I) When the Switched Transport for Switched Access Service is provided by the Telephone Company and the end user connection is provided by a CEC or a RCC, mileage for access will be calculated on an airline basis, using the V & H Coordinate Method, between the customer's serving wire center and the serving wire center of the MTSO.

(J) For FGD and Trunkside BSA-101XXXX Option services used to carry calls originated from a TRS Center, mileage will be measured, on an airline basis, between the customer's serving wire center for the Switched Service provided and the TRS Center.

6.8.14 Facility Hubs

A customer has the option of ordering high capacity facilities (i.e., DS1 or DS3) to a facility Hub for distributing or channelizing to individual services requiring lower capacity facilities (e.g., Voice Grade or DS1).

When high capacity facilities are provided between a customer premises and a facility Hub, the facility will not be considered an end-to-end service until an associated channelized service is installed. The facility Hub will not be considered as a customer premises.

Different locations may be designated by the Telephone Company as Hubs for different facility capacities, e.g., multiplexing from DS3 to DS1 may occur at one location while multiplexing from DS1 to Voice Grade may occur at a different location. When ordering, the customer will specify the desired multiplexing Hub(s) selected from the National Exchange Carrier Association Tariff F.C.C. No. 4. This Tariff identifies the type(s) of multiplexing functions which are available and the serving wire centers at which they are available.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.14 Facility Hubs (Cont'd)

The types of multiplexing arrangements available include the following:

- from higher to lower bandwidth
- from high capacity to voice grade channels

End to end services may be provided on channels of these facilities to a Hub. The transmission performance for the end to end service provided between customer designated premises will be that of the lower capacity or bit rate. For example, when a 1.544 Mbps facility is multiplexed to voice frequency channels, the transmission performance of the channelized services will be Voice Grade, not High Capacity.

The Telephone Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Additional individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub, or may be ordered and/or installed at a later date, at the option of the customer. The customer who orders the High Capacity Service must order all associated individual Access Channelized Services. The customer will be billed for a high capacity Entrance Facility, Direct Trunked Transport, Channel Mileage (when applicable), and the multiplexing arrangements at the time the facility is installed. Additional individual service rates (by service type) will apply for an Entrance Facility for additional Direct Trunked Transport (as required) for each subsequent channelized service. These will be billed to the customer as each individual service is installed.

In addition, Hubbing may be provided at an end office if all the circuits to be multiplexed are on an individual Direct Trunked facility are message and equipment is available.

6.8.15 Shared Use

Shared use occurs when Switched Access Service is provided over analog or digital High Capacity Special Access facility or High Capacity SONET facility through a common interface. The regulations governing the provision of Shared Use Facilities are set forth in 7.4.8 following. (C) | (C)

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.16 Reserved

6.8.17 Reserved (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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6.8.18 Host/Remote

Direct Trunk Transport (DTT) may be ordered to a host switch. DTT rates will apply to the host switch. For service to a remote switch, tandem fixed and per mile/per MOU rates will apply between the host and remote switches. No tandem switching will apply.

Tandem transport may also be ordered to a host switch. The transport will be measured as tandem fixed and per mile/per MOU from the tandem to the host. Tandem switching will apply. For service to a remote switch, a tandem fixed and per mile/per MOU charge will also apply from the host to the remote subtending the host.

FGA terminating will be measured from the Dial Tone Office to the host and the tandem fixed and per mile/per MOU charge will apply. If the call is made to the remote, another tandem fixed and per mile/per MOU charge will apply from the host to the remote subtending the host. Tandem switching will not apply.

A nonrecurring Remote Translation charge as specified in Section 6.9.1 following will apply for those customer requests which require a unique routing arrangement. This charge will apply per Remote Trunk Group, per occurrence.

Requests for service at remote offices will be accepted where the necessary space and technical capabilities exist.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.19 Tandem Access Sectorization (TAS)

A. General

Tandem Access Sectorization is a service designed to meet the traffic routing requirements of customers whose traffic is routed through an access tandem. TAS is only available in connection with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, Feature Group B and Feature Group D services from the tandems as specified in Section 14.5. TAS is available to all customers. For customers with multiple POTs, TAS is a method of directing Trunkside BSA-101XXXX Option and Feature Group D traffic via an access tandem to a specific POT designated by the customer. Trunkside BSA - 950 Option and Feature Group B customers with TAS will be able to identify the geographical area from which calls originate. TAS permits customers with multiple POTs within a LATA to balance the call volume within their respective networks. TAS may not be used in conjunction with the Optional Feature Alternate Traffic Routing specified in Section 6.4.1.

B. Tandem Access Sectorization Area (TASA)

The tandem serving area will be subdivided into geographical areas called Tandem Access Sectorization Areas which will be defined by the Telephone Company. Each TASA must be treated as a unit and cannot be subdivided. The TASAs are standard for all customers who purchase TAS. A customer with multiple POTs within the LATA can designate to which POT all of the traffic from a specific TASA will be routed. The customer may also designate on which Trunk Group and to which particular POT all of the traffic from a given TASA will be routed. All of the tandem routed traffic from a TASA can only be delivered to one POT. TASAs are listed in Section 14.4.

C. End Offices

Calls originating from end offices within the TASA that are not routed over direct trunks to a customer POT can be routed via an access tandem over Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, and Feature Group B or D originating trunk groups. If a customer had a direct trunk group to the end office, both direct and tandem routed traffic from that end office could be sent to the same POT or to a different POT as designated by the customer.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.19 Tandem Access Sectorization (TAS) (Cont'd)

D. Access Tandems

Through the use of incoming trunk class screening in the access tandem, calls originating from a TASA can be identified with that TASA. In the case of a customer with one POT all tandem routed traffic from a TASA can be directed to a specific outgoing trunk group from the tandem to the POT as designated by the customer. A customer with multiple POTs can direct all originating calls from a TASA to a single POT. In addition, all originating traffic from a different TASA could be routed to the same POT or a different POT as designated by the customer. The access tandems may be found in Section 14.5.

6.8.20 Shared Network Arrangement

Each customer entering into a Shared Network Arrangement is solely responsible to the Telephone Company for charges associated with that customer's portion of the shared network. Disconnection of service by the host subscriber does not relieve another user of the network of any obligation to pay access charges associated with the portion of the shared network to which that user subscribes. Billing for services and facilities will continue until a disconnect request from the service user has been received by the Telephone Company. The host subscriber is solely responsible for notifying the connecting service user in the event of disconnection of the host service which affects that portion of the shared network service to which the user has subscribed.

For administrative purposes, one "Arrangement" under the Shared Network Arrangement offering shall be limited to the agreement between one Host Subscriber and one Service User permitting the Service User to connect a specified number of subtending circuits to one specified multiplexer on the Host's service. Agreements between one Host Subscriber and two (or three, etc.) Service Users shall be deemed to comprise two (or three, etc. respectively) separate "Arrangements." However, an agreement to expand the scope of an existing Arrangement by subsequently increasing the number of subtending facilities on the same multiplexed shall not constitute a new or separate "Arrangement".

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.20 Shared Network Arrangement (Cont'd)

A Shared Network Arrangement shall be established between a Host Subscriber and a Service User upon the completion of the service order for the first arrangement. No Shared Network Arrangement shall be deemed to be in effect until at least one subtending facility has been installed for the Service User. A Shared Network Arrangement shall be deemed cancelled when the last subtending facility has been disconnected.

A Processing charge will apply for handling each service order in a Shared Network Arrangement. The Processing Charge is contained in Section 6, and applies in addition to all other applicable rates and charges.

6.8.21 Switched Access Signalling Service (SASS)

A SASS rate element will apply on a per call basis. The per call charge will be assessed to the TSP for each call that is passed to the TSP's network. The SASS is a chargeable option available with Feature Group D service, and all associated Switched Access Feature Group D charges as specified in Section 6.8.1(C) preceding and Section 6.9.1 following will apply.

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)
6.8.22 DS3 Service Arrangement Term Pricing Plan(TPP)#
(A) Payment Plans and Minimum Periods

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

The minimum service period for DS3 is 12 months.

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

At the end of a term plan, the customer will not be eligible to receive discounted monthly rates. Non-discounted Month-to-Month rates will apply. (C)

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

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

Effective November 15, 2022, orders for new 3-Year DS3 Service Arrangement TPPs are no longer permitted. The Telephone Company will continue to provide 3-Year DS3 Service Arrangement TPPs pursuant to this Section 6.8.22 on any existing 3-Year DS3 Service Arrangement TPP that is in-service as of November 15, 2022, or any order for 3-Year DS3 Service Arrangement TPP that is placed with the Telephone Company prior to November 15, 2022 (collectively, Existing 3-Year DS3 TPPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 3-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 3-Year DS3 TPP is not permitted.
  Moves and changes are permitted provided that they do not require a new commitment period.

In light of the above, Month-to-Month is the only DS3 TPP that remains available as of November 15, 2022. All references in this tariff to DS3 TPPs other than Month-to-Month are intended as references to any such DS3 TPPs that were grandfathered under the above provisions. Any such references may not be interpreted to mean new DS3 TPPs other than Month-to-Month are available or that expiring DS3 TPPs other than Month-to-Month may be renewed or extended. (N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)
6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)
(A) Payment Plans and Minimum Periods (Cont'd)

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

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

(B) Base Rates

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

3-Year#	10%
5-Year#	35%

(C) Reserved (C)

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

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

(1) (Cont'd)

For TPPs established prior to December 17, 2019, in the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. (C)

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)
6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)
(C) Reserved (C)

(D)

(D)

(D) TPP Termination With Liability - Early Termination Provision

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

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement.

(1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021

ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)
6.8.22 DS3 Service Arrangement Term Pricing Plan (TPP)# (Cont'd)
(D) TPP Termination With Liability (Cont'd)

(1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021 (Cont'd) (N) (N)

Option I

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

Option II

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

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.

- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.

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

(2) DS3 Term Pricing Plans established or renewed on or after January 1, 2021 (N) |

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Section 5.2.5 preceding. | (N)

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

ACCESS SERVICE

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

(A) Description

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

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

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

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

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

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

Effective November 15, 2022, orders for new 2 and 3 Year DS1 TPPs are no longer permitted. The Telephone Company will continue to provide 2 and 3 Year DS1 TPPs pursuant to this Section 6.8.23 on any existing 2 or 3 Year DS1 TPP that is in-service as of November 15, 2022, or any order for 2 or 3 Year DS1 TPP that is placed with the Telephone Company prior to November 15, 2022 (collectively, Existing 2 and 3 Year DS1 TPPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 2 and 3 Year DS1 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 2 and 3 Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

In light of the above, month-to-month DS1 service is the only option that remains available effective as of November 15, 2022. All references in this tariff to DS1 TPPs are intended as references to any such TPPs that were grandfathered under the above provisions. Any such references may not be interpreted to mean new DS1 TPPs are available or that expiring DS1 TPPs may be renewed or extended. (N)

ACCESS SERVICE

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

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

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

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

(B) TPP Terms and Conditions

(1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.

(2) When requesting any Term Pricing Plan activity regarding Entrance Facilities, the customer must specify by billing account and circuit identification number which circuits are to be affected.

(3) When ordering Term Pricing Plan services, related rate elements must be ordered under the same plan. For example, both entrance facilities and any DS1 associated multiplexing for a given facility must be in the same plan and have the same service date. Similarly, both rate elements for Direct Trunked Transport, fixed and per mile and any associated DS1 multiplexing, must be in the same plan and have the same service date.

(4) At the end of a TPP commitment period, the DS1 service(s) will be billed at the basic rate. (D)

(5) Termination liability is assessed on entrance facilities, direct trunked transport fixed and per mile, and multiplexing rate elements.

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd) (T)

(B) TPP Terms and Conditions

(6) In the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability as set forth in (D) following. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. (D)

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd) (T)

(D)

(C) TPP Termination Liability

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

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd) (T)

(C) TPP Termination Liability (Cont'd)

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

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

(C) TPP Termination Liability (Cont'd)

(3) For DS1 TPPs established or renewed prior to January 1, 2021, the termination liability charge is calculated as set forth in (a) or (b) following: when calculating termination liability charges, the Telephone Company will apply the option which provides the customer with the lowest termination liability charge. (C) (C)

(a) Option I

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

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.23 DS1 Term Pricing Plans (TPP)# (Cont'd) (T)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(a) Option I (Cont'd)

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

(b) Option II

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

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

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

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

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(b) Option II (Cont'd)

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

(4) DS1 Term Pricing Plans established or renewed on or after January 1, 2021

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Section 5.2.5 preceding.

(D) TPP Termination Without Liability

(1) In the event that the Telephone Company initiates a rate increase and the total discounted monthly rate for the affected service increases by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. (D)

(D)

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

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

(D)

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(E) Additions to TPPs

Customers with existing Term Pricing Plans who wish to increase the number of their DS1 services must (C)

- Subscribe to the additional services under the month-to-month payment plan.

(D)
(D)

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

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

(F) Reserved (C)

(D)

(D)

(G) Plan Availability

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

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

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.24 Reserved

6.8.25 IntelliLight Services

(A) General

The Telephone Company's IntelliLight Services are a family of optional Switched Access high capacity services provided using SONET-based technology. IntelliLight Services include the following Switched Access services:

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- IntelliLight Entrance Facilities (IEF), as set forth in (C)(5) following

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IntelliLight services are designed to meet customer requirements for reliable and survivable networks.

IntelliLight services are provided on SONET facilities. There are no provisions within the SONET standard for asynchronous DS1 to DS3 multiplexing.

Technical specifications are delineated in the following Technical References:

GR-253-CORE, Issue 4
"Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria"

GR-1374-CORE, Issue 1
“SONET Inter-Carrier Interface Physical Layer Generic Criteria for Carriers”

ANSI T1.105.01-2000 (R2005) "Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats"

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(B) Definitions

Add/Drop Multiplexing (ADM): a multiplexing function that allows lower level signals to be added or dropped from an optical carrier channel.

Customer Access Ring (CAR): a survivable fiber ring that is constructed through at least two Central Offices/Wire Centers. CARs utilize unidirectional path-switched ring ADMs, typically operating at OC3 and OC12 rates.

Fiber Path Diversity: the provision of service using at least two fibers placed on physically separate paths, i.e., different conduit runs that do not pass through the same manhole(s). The cable paths are separated by at least 25 feet.

Node: A DSR rate element and a designation of either a customer location or Telephone Company wire center on a SONET ring that has ADM capability. It is also the address of where a channelized (lower speed) service originates or terminates on a ring. Generally, the ring capacity determines the type of node. (T)

Optical Carrier Rate (OC #): a SONET transmission signal/speed, line rate, or service. The rates are in multiples of an OC1, which is equivalent to an STS1 (51.84 Mbps), SONET's basic rate.

OC Rate	Bandwidth Capacity
3	155.52 Mbps
12	622.08 Mbps
48	2.488 Gbps
192	9.952 Gbps

Optical Carrier Rate Concatenated (OC#c): a "clear channel" SONET transmission using only one framing format. Generally, an OC3 signal provides three STS1 frame formats with 3 overheads for a total capacity of 2268 bytes per Synchronous Payload envelope (SPE) frame; in an OC3c signal, one STS3c frame format is used with one overhead, increasing the total payload capacity to 2340 bytes per SPE frame.

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(B) Definitions (Cont'd)

OC12/3 (OC12 over 3): a node designation that denotes a ring line rate of OC12, but with port interface capability and capacity equal to OC3. An OC12 DSR could have one, some or all OC12/3 nodes.

OC12+3, OC48+3, OC192+3, OC192+12, and OC192+48: designations for nodes in ring-on-ring designs; the higher speed ADM is part of the true ring, and the lower speed ADM is connected for the purpose of mapping lower speed services onto the STS1s of the OC12, 48, or 192. Both nodes, the lower and higher speed node, of a ring-on-ring arrangement must be located in the same customer premises or wire center.

Port: a DSR rate element that denotes the interface at which a channelized or lower speed service terminates or originates at a DSR node.

SONET (Synchronous Optical NETwork): an international standard for the transmission of high capacity bandwidth over optical facilities. This synchronous transmission platform utilizes a modular multiplexing approach. Because of the large bandwidth, some of the payload is used to monitor, protect, manage and improve the transmission of the signal.

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Transmuxing: the function of a DSR DS3 Transmux port that performs a DS3 to DS1 conversion at a DSR Enhanced Node. The DS3 to DS1 conversion allows a single DSR DS3 Transmux port (which includes a DS3 Transmux Facility to which the DS1 circuits are mapped) to be a facility associated with up to twenty-eight (28) VT1.5 mapped DSR DS1 ports. Such DS3 Transmux Facility will be provisioned upon ordering the associated DS1 Transmux port. Transmuxing within the DSR network retains DS1 visibility allowing for full, proactive maintenance capability of the DS1 signals.

Virtual Tributary (VT): A SONET structure designed for transport of sub-STS1 payloads. A DS1 is mapped into the SONET format using a VT1.5 as a packaging mechanism that is internal to the SONET signal.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions

(1) Reserved (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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Certain material previously appearing on this page currently appears in Section 23.1 following

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(2) Reserved (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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6. Switched Access Service (Cont'd)

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6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(3) Reserved (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(4) Reserved for Future Use (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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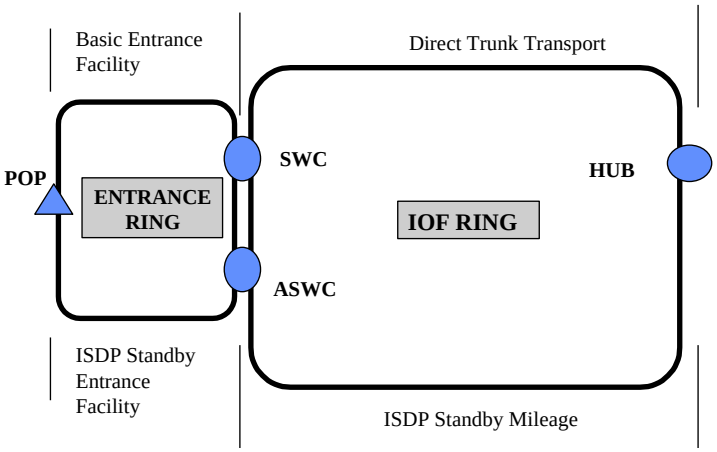

SWC = Serving Wire Center

ASWC = Alternate Serving Wire Center

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

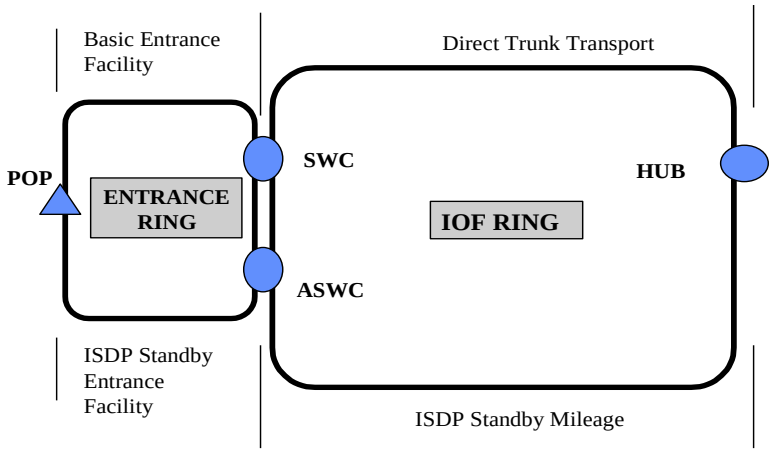
6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(4) IntelliLight Shared Dual Path (Cont'd)

(b) Rates and Charges

The rates for IntelliLight Shared Dual Path as specified in 6.9.1.6 apply per point of termination and are in addition to the Entrance Facility and Direct Trunk Transport rates and charges for the underlying High Capacity service(s). In addition to the ISDP Standby Entrance Facility and Standby Mileage recurring charges, one-time nonrecurring charges also apply for each Entrance Facility. See below:



SWC = Serving Wire Center

ASWC = Alternate Serving Wire Center

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (D)

IntelliLight Entrance Facilities, IEF, provides customers with high capacity access between their premises and their Serving Wire Center over a self-healing SONET ring. The SONET ring will pass through the customer's serving wire center and one other wire center as determined by the Telephone Company. The customer is assured a continuity of communication between the customer premises and the Serving Wire Center (SWC) even if there is a fiber facility failure between the premises and the SWC.

(a) Definitions

Add/Drop Multiplexing, (ADM): a multiplexing function that allows lower level signals to be added or dropped from an optical carrier channel.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(a) Definitions (Cont'd)

(D)

IntelliLight Entrance Facilities, (IEF): an alternative service that enhances channel termination survivability.

Synchronous Optical NETwork, (SONET): an international standard for the transmission of high capacity bandwidth over optical facilities.

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(a) Definitions (Cont'd)

Synchronous Transport Signal Level (STS): a 51.84 Mbps signal that is the electrical equivalent of the OC1 or a DS3 with additional Mbps devoted to SONET overhead information. An STS1 can carry a DS3 or 28 DS1s when specifically formatted (Mapped). However, DS1s within a DS3 are not accessible within SONET and their performance cannot be guaranteed for this reason. These DS1s may be accessed off-ring using the DS3 to DS1 multiplexing, a High Capacity optional service. Multiple STS1s, i.e. STS3 and STS12, equal 155.52 and 662.08 Mbps respectively.

Virtual Tributary, (VT): A SONET structure designed for transport of Sub-STS1 payloads. A DS1 is mapped into the SONET format using a VT1.5 as a packaging mechanism that is internal to the SONET signal.

(b) Service Description

IEF is provisioned over a Telephone Company self-healing SONET ring that passes through Telephone Company wire centers and the customer's location. One of the wire centers must be the customer's SWC; the other wire center(s) is chosen by the Telephone Company.

IEF service consists of an IntelliLight Entrance Facility and an Interface when applicable. Technical Specifications for IEF service are the same as for IntelliLight Service; see Section 6.8.25(A).

The IEF Termination is a rate category that provides STS1 bandwidth between the customer's designated premises and the SWC of that premises. It can also be provided in multiples of STS1, i.e. STS3 or STS12.

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(b) Service Description (Cont'd)

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The electrical IEF Interface defines the type of Switched Access service that is to be provided. Two electrical interface types are available: DS3 (44.736 Mbps) and STS1 (51.84 Mbps). If the customer orders a DS3 or STS1 Interface, there will be one Interface per Termination.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(b) Service Description (Cont'd)

Each IEF Termination can be connected to other Switched Access entrance facilities via the Telephone Company's interoffice facilities (IOF). The IOF transport for IEF Terminations are DS3s.

Interoffice mileage, when applicable, will apply at channel mileage rates for the appropriate High Capacity service being transported over the IOF. An IEF Termination with an IEF DS3 Interface is transported in the IOF as DS3 service, and is billed at DS3 channel mileage rates. (D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

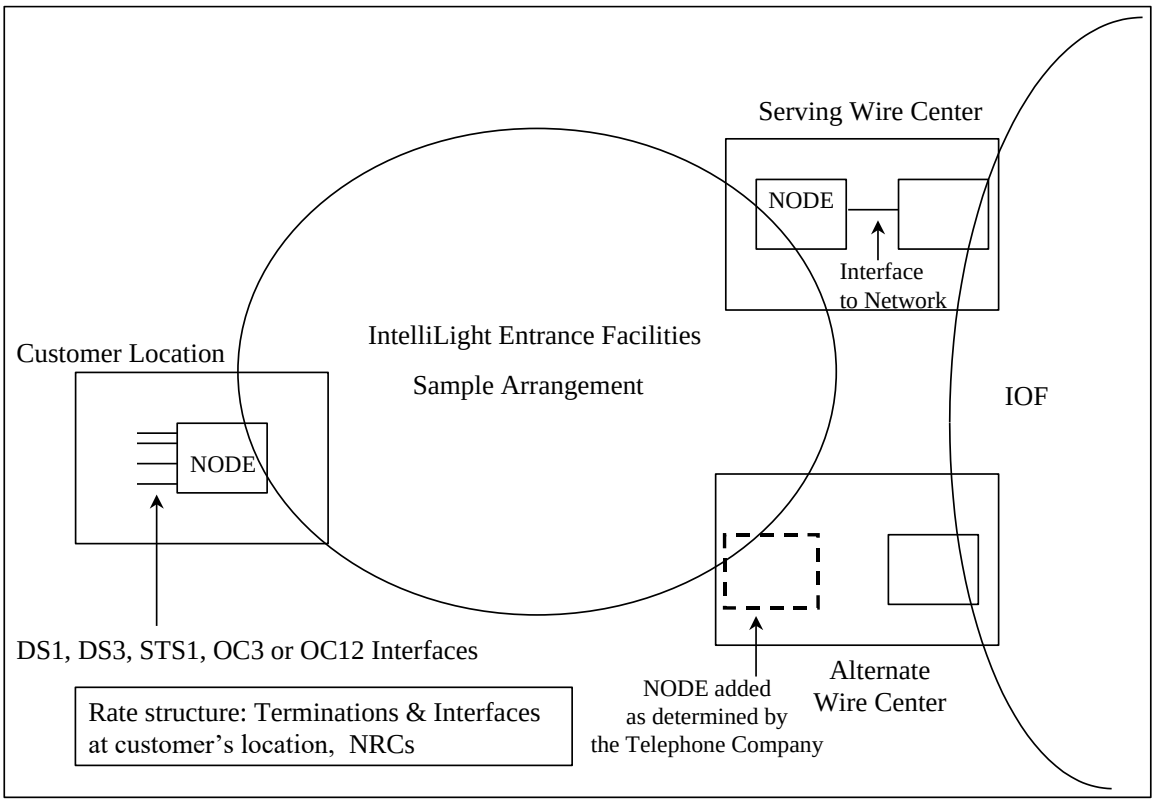
6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(b) Service Description (Cont'd)

An IEF service is shown below:



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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(c) Optional Features and Functions

Survivability from the IEF SWC to other network service locations can be obtained through the purchase of service options. An option which enhances survivability through diversity is Alternate Serving Wire Center, ASWC; see High Capacity Service Optional Features and Functions, Section 6.1.2(A)(8).

DS1s multiplexed into a DS3 occurs outside the SONET network, and requires DS3 to DS1 multiplexing at the wire center; see Optional Features in Section 6.1.2(A)(8) preceding.

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.8 Rate Regulations (Cont'd)
6.8.25 IntelliLight Services (Cont'd)
(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd)

(d) Terms and Conditions

IEF is available for 3-year and 5-year# commitment periods.

Once the term period expires, the rate of the expiring selected rate plan will continue until the customer cancels service or requests a new rate plan.

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

The customer may add additional IEF Interfaces and Terminations to an existing IEF service plan. However, in order to add additional Interfaces and Terminations to an existing IEF Service plan, there must be at least 1 year remaining in the term of the commitment plan. IEF plans with less than 1 year remaining in the commitment period will not be eligible for additional Interfaces or Terminations. Where additional Interfaces or 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 mapped, VT1.5 or DS3-mapped (see definitions for Virtual Tributary and SONET).

Effective December 1, 2020, subscriptions to new IEF 5-Year commitment periods are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide IEF 5-Year commitment periods pursuant to this Section 6.8.25(C)(5) on any existing IEF 5-Year commitment period that was in-service as of December 1, 2020, or any order for IEF 5-year commitment period that was placed with the Telephone Company prior to December 1, 2020 (collectively, Existing 5-Year IEF commitment period), subject to the following conditions:

- The Telephone Company will continue to provide Existing 5-Year IEF commitment period for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year IEF commitment period is not permitted.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(d) Terms and Conditions (Cont'd)

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Asynchronous multiplexing of DS1s into a DS3 occurs outside the SONET network and requires DS3 to DS1 Multiplexing at a Telephone Company Hub at the existing tariff rates.

Synchronous mapping of DS1s as VT1.5s occurs inside the SONET network and requires STS1 to DS1 Multiplexing at the tariffed rates.

Service is available based on negotiated intervals, as described in 5.2.1(B) preceding.

If the customer premises (i.e., interexchange carrier Point of Presence, or end user location) is located in the same building as one of the connecting wire centers, the diversity between the wire center and the customer premises may be limited by the physical paths available to connect the wire center and the premises.

The customer will be billed additional charges for any charges levied the Telephone Company for space and power requirements at the customer’s premises to place ADMs on the Company's side of the network Interface.

IEF service may be used in conjunction with Switched Access High Capacity service option of Alternate Serving Wire Center, ASWC, or detariffed IntelliLight Shared Dual Path, ISDP. (T)

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:

- point-to-point SONET service
- Ethernet private line service
- dedicated SONET ring service

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd)

(e) Termination Liability

IEF service may be canceled without termination liability when cancellation of the IEF service occurs within thirty (30) days of the date of a Telephone Company initiated rate increase of eight percent (8%) or more on the customer's recurring rates (i.e., if the customer's combined charge for the IEF Termination and its associated Interface(s) should increase).

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Termination liability will not apply if the customer meets the requirements for portability. Portability is the replacement of an IEF Termination with another for the balance of the commitment period. Portability requirements are as follows:

- The replacement Termination must not already be in a term plan.
- The orders to accomplish the replacement are placed with the Telephone Company at the same time with the due dates within 90 days of each other, and are related by a related purchase order number.
- The aggregate interface bandwidth associated with the Termination replacement are equal to or greater than the disconnected service.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(e) Termination Liability (Cont'd)

- The service may be moved to another location in the Telephone Company region, provided the service was maintained in the initial location for one year.

- The replacement service is subject to applicable nonrecurring charges.

Other than these above exceptions, a customer must fulfill his term plan for the entire capacity, or be subject to termination liability for that portion of capacity that was not in place the entire term. In addition to the one year minimum period on services subsequently added, termination liability is calculated as follows:

If a customer disconnects service during the first year, termination liability will be calculated at 100% of the monthly charges for the unexpired portion of the first year, and at 15% of the remainder of the term. If the disconnection takes place after the first year, termination liability is calculated at 15% of the monthly charges for the remainder of the term.

(f) Conversions

Customers who wish to convert existing High Capacity Switched Access facilities to IEF may do so without termination liability as long as the total capacity of Switched Access service at their premises does not decrease. A new contract period is begun with the conversion; no credit is given for time-in-service on the new term plan. Applicable nonrecurring charges for new installations, rearrangements, or moves will apply.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(g) Deployment

Service is provided where SONET facilities and bandwidth are available that can provide the requested interface. (D)

(h) Rate Regulations

(1) Monthly rates, as set forth in Section 6.9.1.2(A) following, 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 6.9.1.2(C) following, apply to initial and subsequent installations of IEF Terminations.

(2) Additionally, the monthly rates for IEF Terminations apply on a tapered schedule as set forth in Section 6.9.1.2(A) following. The monthly rate to be billed for each IEF Termination is based on the total number of IEF Terminations that are in-service on the bill date of each month, and applies 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 ethernet private line 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.

(3) For example, a customer purchases five (5) IEFs that are in-service at three (3) different customer designated premises, with the 5 IEFs being billed under two (2) different BANs.

(a) The first customer designated premises has two (2) IEFs, one with fifteen (15) in-service STS1 IEF Terminations and the other with five (5) in-service STS1 IEF Terminations for a total of twenty (20) STS1 IEF Terminations. Both IEFs are billed under the same BAN. The monthly rate to be billed for each IEF Termination in the 2 IEFs at the first customer designated premises is the monthly rate shown for 20 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are set forth in Section 6.9.1.2(A) following and apply in accordance with Section 14.7 following.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(5) IntelliLight Entrance Facilities (IEF) (Cont'd) (D)

(h) Rate Regulations (Cont'd)

(3) (Cont'd)

(b) The second customer designated premises has two (2) IEFs, one with twenty (20) in-service STS1 IEF Terminations and the other with twenty-two (22) in-service STS1 IEF Terminations, for a total of forty-two (42) STS1 IEF Terminations. Each IEF at the second customer designated premises is billed under a separate BAN. The monthly rate to be billed for the IEF with 20 STS1 Terminations is the monthly rate shown for 20 STS1 IEF Terminations. The monthly rate to be billed for the IEF with 22 STS1 Terminations is the monthly rate shown for 22 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are set forth in Section 6.9.1.2(A) following and apply in accordance with Section 14.7 following.

(c) The third customer designated premises has one (1) IEF with nine (9) in-service STS1 IEF Terminations billed under the same BAN. The monthly rate to be billed for each such IEF Termination is the monthly rate shown for 9 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are set forth in Section 6.9.1.2(A) following and apply in accordance with Section 14.7 following.

(4) Monthly rates for electrical IEF Interfaces are set forth in Section 6.9.1.2(B) following and apply in accordance with Section 14.7 following. 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 6.9.1.2(B) following) and the monthly rate for the STS1 Termination (as set forth in Section 6.9.1.2(A) following) apply. The monthly rates are differentiated by the term plan selected by the customer. Nonrecurring charges as set forth in Section 6.9.1.2(C) following apply to each electrical IEF Interface installed.

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ACCESS SERVICE

6. Switched Access Service (Cont'd) (D)

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6. Switched Access Service (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Provision and Description of Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges

6.9.1 Switched Transport

(A) Entrance Facilities

	USOC	Monthly Rates	Nonrecurring Charges First	Nonrecurring Charges Additional	
(1) Voice Grade					
- Per Point of Termination					
Two-wire					
Rate Zone 1	EFG2X (T)	$14.00			(R)
Rate Zone 2	EFG2X (T)	14.00			|
Rate Zone 3	EFG2X (T)	14.00			(R)
Price Band 4	EFG2X (T)	28.70			
Price Band 5	EFG2X (T)	28.70			
Price Band 6	EFG2X (T)	28.70			
Four-wire					
Rate Zone 1	EFG4X (T)	26.02			(R)
Rate Zone 2	EFG4X (T)	26.02			|
Rate Zone 3	EFG4X (T)	26.02			(R)
Price Band 4	EFG4X (T)	53.00			
Price Band 5	EFG4X (T)	53.00			
Price Band 6	EFG4X (T)	53.00			
- Per Point of Termination					
Two-wire					
Installation/Change					
Rate Zone 1	EFG2X (T)		$1.00	$1.00	
Rate Zone 2	EFG2X (T)		1.00	1.00	
Rate Zone 3	EFG2X (T)		1.00	1.00	
Price Band 4	EFG2X (T)		1.00	1.00	
Price Band 5	EFG2X (T)		1.00	1.00	
Price Band 6	EFG2X (T)		1.00	1.00	
Rearrangement					
Rate Zone 1	NRBOY		.90	.60	(D)
Rate Zone 2	NRBOY		.90	.60	|
Rate Zone 3	NRBOY		.90	.60	(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges First	Nonrecurring Charges Additional	
(1) Voice Grade (Cont'd)					
- Per Point of Termination (Cont'd)					
Four-wire Installation/Change					
Rate Zone 1	EFG4X		$1.00	$.75	(D)
Rate Zone 2	EFG4X		1.00	.75	|
Rate Zone 3	EFG4X		1.00	.75	|
Price Band 4	EFG4X		1.00	.75	|
Price Band 5	EFG4X		1.00	.75	|
Price Band 6	EFG4X		1.00	.75	(D)
Rearrangement					
Rate Zone 1	NRBOZ		.90	.60	
Rate Zone 2	NRBOZ		.90	.60	
Rate Zone 3	NRBOZ		.90	.60	
(2) DS1					
- Per Point of Termination					
Rate Zone 1	EFGDX	$190.00			(D)
Rate Zone 2	EFGDX	190.00			|
Rate Zone 3	EFGDX	190.00			|
Price Band 4	EFGDX	190.00			|
Price Band 5	EFGDX	190.00			|
Price Band 6	EFGDX	190.00			(D)
Installation/Change					
Rate Zone 1	EFGDX		355.00	220.00	(D)
Rate Zone 2	EFGDX		355.00	220.00	|
Rate Zone 3	EFGDX		355.00	220.00	|
Price Band 4	EFGDX		355.00	220.00	|
Price Band 5	EFGDX		355.00	220.00	|
Price Band 6	EFGDX		355.00	220.00	(D)
Rearrangement					
Rate Zone 1	NRBOZ		.90	.60	
Rate Zone 2	NRBOZ		.90	.60	
Rate Zone 3	NRBOZ		.90	.60	

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3
- Per point of termination
(a) Electrical Interface

Rate Zone 1, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(a) Electrical Interface (Cont'd)

Rate Zone 2, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(a) Electrical Interface (Cont'd)

Rate Zone 3, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 4, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 5, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 6, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFAX	$2,310.00	$1.00	(D)
2	TYFAX	2,100.00	1.00	|
3	TYFAX	1,650.00	1.00	|
4	TYFAX	1,550.00	1.00	|
5	TYFAX	1,500.00	1.00	|
6	TYFAX	1,450.00	1.00	|
7	TYFAX	1,400.00	1.00	|
8	TYFAX	1,350.00	1.00	|
9	TYFAX	1,300.00	1.00	|
10	TYFAX	1,250.00	1.00	|
11	TYFAX	1,200.00	1.00	|
12	TYFAX	1,090.00	1.00	|
13	TYFAX	1,260.00	1.00	|
14	TYFAX	1,240.00	1.00	|
15	TYFAX	1,230.00	1.00	|
16	TYFAX	1,220.00	1.00	|
17	TYFAX	1,200.00	1.00	|
18	TYFAX	1,190.00	1.00	|
19	TYFAX	1,175.00	1.00	|
20	TYFAX	1,150.00	1.00	|
21	TYFAX	1,140.00	1.00	|
22	TYFAX	1,120.00	1.00	|
23	TYFAX	1,105.00	1.00	|
24	TYFAX	1,101.00	1.00	|
25 and Over	TYFAX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3
- Per point of termination
(a) Electrical Interface

Rate Zone 1, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(a) Electrical Interface (Cont'd)

Rate Zone 2, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(a) Electrical Interface (Cont'd)

Rate Zone 3, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

(D)
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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 4, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

(D)
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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 5, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

(D)
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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(a) Electrical Interface (Cont'd)

Price Band 6, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	TYFBX	$2,310.00	$1.00	(D)
2	TYFBX	2,100.00	1.00	|
3	TYFBX	1,650.00	1.00	|
4	TYFBX	1,550.00	1.00	|
5	TYFBX	1,500.00	1.00	|
6	TYFBX	1,450.00	1.00	|
7	TYFBX	1,400.00	1.00	|
8	TYFBX	1,350.00	1.00	|
9	TYFBX	1,300.00	1.00	|
10	TYFBX	1,250.00	1.00	|
11	TYFBX	1,200.00	1.00	|
12	TYFBX	1,090.00	1.00	|
13	TYFBX	1,260.00	1.00	|
14	TYFBX	1,240.00	1.00	|
15	TYFBX	1,230.00	1.00	|
16	TYFBX	1,220.00	1.00	|
17	TYFBX	1,200.00	1.00	|
18	TYFBX	1,190.00	1.00	|
19	TYFBX	1,175.00	1.00	|
20	TYFBX	1,150.00	1.00	|
21	TYFBX	1,140.00	1.00	|
22	TYFBX	1,120.00	1.00	|
23	TYFBX	1,105.00	1.00	|
24	TYFBX	1,101.00	1.00	|
25 and Over	TYFBX	1,100.00	1.00	(D)

(D)
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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface

Rate Zone 1, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2CX	$2,310.00(R)	$1.00
2	EF2CX	2,100.00(R)	1.00
3	EF2CX	1,650.00(R)	1.00
4	EF2CX	1,550.00(R)	1.00
5	EF2CX	1,500.00(R)	1.00
6	EF2CX	1,450.00(R)	1.00
7	EF2CX	1,400.00(R)	1.00
8	EF2CX	1,350.00	1.00
9	EF2CX	1,300.00	1.00
10	EF2CX	1,250.00	1.00
11	EF2CX	1,200.00	1.00
12	EF2CX	1,090.00	1.00
13	EF2CX	1,260.00(R)	1.00
14	EF2CX	1,240.00(R)	1.00
15	EF2CX	1,230.00(R)	1.00
16	EF2CX	1,220.00(R)	1.00
17	EF2CX	1,200.00(R)	1.00
18	EF2CX	1,190.00	1.00
19	EF2CX	1,175.00	1.00
20	EF2CX	1,150.00	1.00
21	EF2CX	1,140.00	1.00
22	EF2CX	1,120.00	1.00
23	EF2CX	1,105.00	1.00
24	EF2CX	1,101.00	1.00
25 and Over	EF2CX	1,100.00(R)	1.00

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6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface (Cont'd)

Rate Zone 2, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2CX	$2,310.00(R)	$1.00
2	EF2CX	2,100.00(R)	1.00
3	EF2CX	1,650.00(R)	1.00
4	EF2CX	1,550.00(R)	1.00
5	EF2CX	1,500.00(R)	1.00
6	EF2CX	1,450.00(R)	1.00
7	EF2CX	1,400.00(R)	1.00
8	EF2CX	1,350.00(R)	1.00
9	EF2CX	1,300.00(R)	1.00
10	EF2CX	1,250.00(R)	1.00
11	EF2CX	1,200.00(R)	1.00
12	EF2CX	1,090.00(R)	1.00
13	EF2CX	1,260.00(R)	1.00
14	EF2CX	1,240.00(R)	1.00
15	EF2CX	1,230.00(R)	1.00
16	EF2CX	1,220.00(R)	1.00
17	EF2CX	1,200.00(R)	1.00
18	EF2CX	1,190.00(R)	1.00
19	EF2CX	1,175.00(R)	1.00
20	EF2CX	1,150.00(R)	1.00
21	EF2CX	1,140.00(R)	1.00
22	EF2CX	1,120.00(R)	1.00
23	EF2CX	1,105.00(R)	1.00
24	EF2CX	1,101.00(R)	1.00
25 and Over	EF2CX	1,100.00(R)	1.00

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface (Cont'd)

Rate Zone 3, Month-to-Month

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2CX	$2,310.00(R)	$1.00
2	EF2CX	2,100.00(R)	1.00
3	EF2CX	1,650.00(R)	1.00
4	EF2CX	1,550.00(R)	1.00
5	EF2CX	1,500.00(R)	1.00
6	EF2CX	1,450.00(R)	1.00
7	EF2CX	1,400.00(R)	1.00
8	EF2CX	1,350.00(R)	1.00
9	EF2CX	1,300.00(R)	1.00
10	EF2CX	1,250.00(R)	1.00
11	EF2CX	1,200.00(R)	1.00
12	EF2CX	1,090.00(R)	1.00
13	EF2CX	1,260.00(R)	1.00
14	EF2CX	1,240.00(R)	1.00
15	EF2CX	1,230.00(R)	1.00
16	EF2CX	1,220.00(R)	1.00
17	EF2CX	1,200.00(R)	1.00
18	EF2CX	1,190.00(R)	1.00
19	EF2CX	1,175.00(R)	1.00
20	EF2CX	1,150.00(R)	1.00
21	EF2CX	1,140.00(R)	1.00
22	EF2CX	1,120.00(R)	1.00
23	EF2CX	1,105.00(R)	1.00
24	EF2CX	1,101.00(R)	1.00
25 and Over	EF2CX	1,100.00(R)	1.00

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 4, Month-to-Month (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2CX	$2,310.00	$1.00	
2	EF2CX	2,100.00	1.00	
3	EF2CX	1,650.00	1.00	
4	EF2CX	1,550.00	1.00	
5	EF2CX	1,500.00	1.00	
6	EF2CX	1,450.00	1.00	
7	EF2CX	1,400.00	1.00	
8	EF2CX	1,350.00	1.00	
9	EF2CX	1,300.00	1.00	
10	EF2CX	1,250.00	1.00	
11	EF2CX	1,200.00	1.00	
12	EF2CX	1,090.00	1.00	
13	EF2CX	1,260.00	1.00	
14	EF2CX	1,240.00	1.00	
15	EF2CX	1,230.00	1.00	
16	EF2CX	1,220.00	1.00	
17	EF2CX	1,200.00	1.00	
18	EF2CX	1,190.00	1.00	
19	EF2CX	1,175.00	1.00	
20	EF2CX	1,150.00	1.00	
21	EF2CX	1,140.00	1.00	
22	EF2CX	1,120.00	1.00	
23	EF2CX	1,105.00	1.00	
24	EF2CX	1,101.00	1.00	
25 and Over	EF2CX	1,100.00	1.00	(N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 5, Month-to-Month (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2CX	$2,310.00	$1.00	
2	EF2CX	2,100.00	1.00	
3	EF2CX	1,650.00	1.00	
4	EF2CX	1,550.00	1.00	
5	EF2CX	1,500.00	1.00	
6	EF2CX	1,450.00	1.00	
7	EF2CX	1,400.00	1.00	
8	EF2CX	1,350.00	1.00	
9	EF2CX	1,300.00	1.00	
10	EF2CX	1,250.00	1.00	
11	EF2CX	1,200.00	1.00	
12	EF2CX	1,090.00	1.00	
13	EF2CX	1,260.00	1.00	
14	EF2CX	1,240.00	1.00	
15	EF2CX	1,230.00	1.00	
16	EF2CX	1,220.00	1.00	
17	EF2CX	1,200.00	1.00	
18	EF2CX	1,190.00	1.00	
19	EF2CX	1,175.00	1.00	
20	EF2CX	1,150.00	1.00	
21	EF2CX	1,140.00	1.00	
22	EF2CX	1,120.00	1.00	
23	EF2CX	1,105.00	1.00	
24	EF2CX	1,101.00	1.00	
25 and Over	EF2CX	1,100.00	1.00	(N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 6, Month-to-Month (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2CX	$2,310.00	$1.00	
2	EF2CX	2,100.00	1.00	
3	EF2CX	1,650.00	1.00	
4	EF2CX	1,550.00	1.00	
5	EF2CX	1,500.00	1.00	
6	EF2CX	1,450.00	1.00	
7	EF2CX	1,400.00	1.00	
8	EF2CX	1,350.00	1.00	
9	EF2CX	1,300.00	1.00	
10	EF2CX	1,250.00	1.00	
11	EF2CX	1,200.00	1.00	
12	EF2CX	1,090.00	1.00	
13	EF2CX	1,260.00	1.00	
14	EF2CX	1,240.00	1.00	
15	EF2CX	1,230.00	1.00	
16	EF2CX	1,220.00	1.00	
17	EF2CX	1,200.00	1.00	
18	EF2CX	1,190.00	1.00	
19	EF2CX	1,175.00	1.00	
20	EF2CX	1,150.00	1.00	
21	EF2CX	1,140.00	1.00	
22	EF2CX	1,120.00	1.00	
23	EF2CX	1,105.00	1.00	
24	EF2CX	1,101.00	1.00	
25 and Over	EF2CX	1,100.00	1.00	(N)

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6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface

Rate Zone 1, Base Rate

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2TX	$2,310.00(R)	$1.00
2	EF2TX	2,100.00(R)	1.00
3	EF2TX	1,650.00(R)	1.00
4	EF2TX	1,550.00(R)	1.00
5	EF2TX	1,500.00(R)	1.00
6	EF2TX	1,450.00(R)	1.00
7	EF2TX	1,400.00(R)	1.00
8	EF2TX	1,350.00	1.00
9	EF2TX	1,300.00	1.00
10	EF2TX	1,250.00	1.00
11	EF2TX	1,200.00	1.00
12	EF2TX	1,090.00	1.00
13	EF2TX	1,260.00(R)	1.00
14	EF2TX	1,240.00(R)	1.00
15	EF2TX	1,230.00(R)	1.00
16	EF2TX	1,220.00(R)	1.00
17	EF2TX	1,200.00(R)	1.00
18	EF2TX	1,190.00	1.00
19	EF2TX	1,175.00	1.00
20	EF2TX	1,150.00	1.00
21	EF2TX	1,140.00	1.00
22	EF2TX	1,120.00	1.00
23	EF2TX	1,105.00	1.00
24	EF2TX	1,101.00	1.00
25 and Over	EF2TX	1,100.00(R)	1.00

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6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface (Cont'd)

Rate Zone 2, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2TX	$2,310.00(R)	$1.00
2	EF2TX	2,100.00(R)	1.00
3	EF2TX	1,650.00(R)	1.00
4	EF2TX	1,550.00(R)	1.00
5	EF2TX	1,500.00(R)	1.00
6	EF2TX	1,450.00(R)	1.00
7	EF2TX	1,400.00(R)	1.00
8	EF2TX	1,350.00(R)	1.00
9	EF2TX	1,300.00(R)	1.00
10	EF2TX	1,250.00(R)	1.00
11	EF2TX	1,200.00(R)	1.00
12	EF2TX	1,090.00(R)	1.00
13	EF2TX	1,260.00(R)	1.00
14	EF2TX	1,240.00(R)	1.00
15	EF2TX	1,230.00(R)	1.00
16	EF2TX	1,220.00(R)	1.00
17	EF2TX	1,200.00(R)	1.00
18	EF2TX	1,190.00(R)	1.00
19	EF2TX	1,175.00(R)	1.00
20	EF2TX	1,150.00(R)	1.00
21	EF2TX	1,140.00(R)	1.00
22	EF2TX	1,120.00(R)	1.00
23	EF2TX	1,105.00(R)	1.00
24	EF2TX	1,101.00(R)	1.00
25 and Over	EF2TX	1,100.00(R)	1.00

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6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination (Cont'd)
(b) Optical Interface (Cont'd)

Rate Zone 3, Base Rates

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge
1	EF2TX	$2,310.00(R)	$1.00
2	EF2TX	2,100.00(R)	1.00
3	EF2TX	1,650.00(R)	1.00
4	EF2TX	1,550.00(R)	1.00
5	EF2TX	1,500.00(R)	1.00
6	EF2TX	1,450.00(R)	1.00
7	EF2TX	1,400.00(R)	1.00
8	EF2TX	1,350.00(R)	1.00
9	EF2TX	1,300.00(R)	1.00
10	EF2TX	1,250.00(R)	1.00
11	EF2TX	1,200.00(R)	1.00
12	EF2TX	1,090.00(R)	1.00
13	EF2TX	1,260.00(R)	1.00
14	EF2TX	1,240.00(R)	1.00
15	EF2TX	1,230.00(R)	1.00
16	EF2TX	1,220.00(R)	1.00
17	EF2TX	1,200.00(R)	1.00
18	EF2TX	1,190.00(R)	1.00
19	EF2TX	1,175.00(R)	1.00
20	EF2TX	1,150.00(R)	1.00
21	EF2TX	1,140.00(R)	1.00
22	EF2TX	1,120.00(R)	1.00
23	EF2TX	1,105.00(R)	1.00
24	EF2TX	1,101.00(R)	1.00
25 and Over	EF2TX	1,100.00(R)	1.00

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 4, Base Rates (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2TX	$2,310.00	$1.00	
2	EF2TX	2,100.00	1.00	
3	EF2TX	1,650.00	1.00	
4	EF2TX	1,550.00	1.00	
5	EF2TX	1,500.00	1.00	
6	EF2TX	1,450.00	1.00	
7	EF2TX	1,400.00	1.00	
8	EF2TX	1,350.00	1.00	
9	EF2TX	1,300.00	1.00	
10	EF2TX	1,250.00	1.00	
11	EF2TX	1,200.00	1.00	
12	EF2TX	1,090.00	1.00	
13	EF2TX	1,260.00	1.00	
14	EF2TX	1,240.00	1.00	
15	EF2TX	1,230.00	1.00	
16	EF2TX	1,220.00	1.00	
17	EF2TX	1,200.00	1.00	
18	EF2TX	1,190.00	1.00	
19	EF2TX	1,175.00	1.00	
20	EF2TX	1,150.00	1.00	
21	EF2TX	1,140.00	1.00	
22	EF2TX	1,120.00	1.00	
23	EF2TX	1,105.00	1.00	
24	EF2TX	1,101.00	1.00	
25 and Over	EF2TX	1,100.00	1.00	(N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 5, Base Rates (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2TX	$2,310.00	$1.00	
2	EF2TX	2,100.00	1.00	
3	EF2TX	1,650.00	1.00	
4	EF2TX	1,550.00	1.00	
5	EF2TX	1,500.00	1.00	
6	EF2TX	1,450.00	1.00	
7	EF2TX	1,400.00	1.00	
8	EF2TX	1,350.00	1.00	
9	EF2TX	1,300.00	1.00	
10	EF2TX	1,250.00	1.00	
11	EF2TX	1,200.00	1.00	
12	EF2TX	1,090.00	1.00	
13	EF2TX	1,260.00	1.00	
14	EF2TX	1,240.00	1.00	
15	EF2TX	1,230.00	1.00	
16	EF2TX	1,220.00	1.00	
17	EF2TX	1,200.00	1.00	
18	EF2TX	1,190.00	1.00	
19	EF2TX	1,175.00	1.00	
20	EF2TX	1,150.00	1.00	
21	EF2TX	1,140.00	1.00	
22	EF2TX	1,120.00	1.00	
23	EF2TX	1,105.00	1.00	
24	EF2TX	1,101.00	1.00	
25 and Over	EF2TX	1,100.00	1.00	(N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(3) DS3 (Cont'd)
- Per point of termination

(b) Optical Interface (Cont'd)

Price Band 6, Base Rates (N)

# DS3 CTs Counted	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
1	EF2TX	$2,310.00	$1.00	
2	EF2TX	2,100.00	1.00	
3	EF2TX	1,650.00	1.00	
4	EF2TX	1,550.00	1.00	
5	EF2TX	1,500.00	1.00	
6	EF2TX	1,450.00	1.00	
7	EF2TX	1,400.00	1.00	
8	EF2TX	1,350.00	1.00	
9	EF2TX	1,300.00	1.00	
10	EF2TX	1,250.00	1.00	
11	EF2TX	1,200.00	1.00	
12	EF2TX	1,090.00	1.00	
13	EF2TX	1,260.00	1.00	
14	EF2TX	1,240.00	1.00	
15	EF2TX	1,230.00	1.00	
16	EF2TX	1,220.00	1.00	
17	EF2TX	1,200.00	1.00	
18	EF2TX	1,190.00	1.00	
19	EF2TX	1,175.00	1.00	
20	EF2TX	1,150.00	1.00	
21	EF2TX	1,140.00	1.00	
22	EF2TX	1,120.00	1.00	
23	EF2TX	1,105.00	1.00	
24	EF2TX	1,101.00	1.00	
25 and Over	EF2TX	1,100.00	1.00	(N)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(A) Entrance Facilities (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.9 Rates and Charges (Cont'd)
6.9.1 Switched Transport (Cont'd)
(B) Tandem Switched Transport

All Rate Zones
- Per MOU

Tandem Transport - Fixed		
Other Than Toll Free Originating ..	$.000000	(C)(x)
Terminating to Telephone Company End Offices	$.000000	
Terminating to Third Party	$.000000	
Tandem Transport - Per Mile		
Other Than Toll Free Originating	$.000002	(C)(x)
Terminating to Telephone Company End Offices	$.000000	
Terminating to Third Party	$.000002	
Tandem Switching		
Toll Free Originating	$.001000	(R)(x)
Other Than Toll Free Originating	$.001574	(C)(x)
Terminating to Telephone Company End Offices	$.000000	
Terminating to Third Party	$.001574	
Transport Multiplexing (DS3 to DS1)		
Other Than Toll Free Originating	$.000000	(C)(x)
Terminating to Telephone Company End Offices	$.000000	
Terminating to Third Party	$.000000	
Host/Remote-Fixed - Per MOU		
Other Than Toll Free Originating	$.000000	(C)(x)
Terminating to Telephone Company End Offices	$.000000	
- Host/Remote-Per Mile - Per MOU		
Other Than Toll Free Originating	$.000000	(C)(x)
Terminating to Telephone Company End Offices	$.000000	

Dedicated Tandem Trunk Port Charge

	USOC	Monthly Rate
- per Trunk	PT8NX	$12.50

(x) Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, *In the Matter of 8YY Access Charge Reform*, FCC 20-143, released October 9, 2020.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(C) Direct Trunked Transport

	USOC	Monthly Rates Fixed	Per Mile	
(1) Voice Grade				
Rate Zone 1	1YTES	$16.93(S)(x)	$3.00	(S)(x)
Rate Zone 2	1YTES	16.93(S)(x)	3.00	(S)(x)
Rate Zone 3	1YTES	16.93(S)(x)	3.00	(S)(x)
Price Band 4	1YTES	20.44	4.00	
Price Band 5	1YTES	20.44	4.00	
Price Band 6	1YTES	20.44	4.00	
(2) DS1				
Rate Zone 1	1YTCS	85.00	24.25	(S)(x)
Rate Zone 2	1YTCS	85.00	24.25	(S)(x)
Rate Zone 3	1YTCS	85.00	24.25	(S)(x)
Price Band 4	1YTCS	85.00	24.25	(I)
Price Band 5	1YTCS	85.00	24.25	(I)
Price Band 6	1YTCS	85.00	24.25	(I)

(x) Reissued material became effective July 1, 2011 under Transmittal No. 1148.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(C) Direct Trunked Transport (Cont'd)

	USOC	Monthly Rates Fixed		Monthly Rates Per Mile	
(3) DS3 (Month-to-Month)					
- Electrical					
Rate Zone 1	1YTDS (T)	$950.00	(S)(x)	$185.00	(S)(x)
Rate Zone 2	1YTDS (T)	950.00	(S)(x)	185.00	(S)(x)
Rate Zone 3	1YTDS (T)	950.00	(S)(x)	185.00	(S)(x)
Price Band 4	1YTDS (T)	950.00	(I)	185.00	(I)
Price Band 5	1YTDS (T)	950.00	(I)	185.00	(I)
Price Band 6	1YTDS (T)	950.00	(I)	185.00	(I)
- Optical					
Rate Zone 1	1YTDS (T)	950.00	(S)(x)	185.00	(S)(x)
Rate Zone 2	1YTDS (T)	950.00	(S)(x)	185.00	(S)(x)
Rate Zone 3	1YTDS (T)	950.00	(S)(x)	185.00	(S)(x)
Price Band 4	1YTDS (T)	950.00	(I)	185.00	(I)
Price Band 5	1YTDS (T)	950.00	(I)	185.00	(I)
Price Band 6	1YTDS (T)	950.00	(I)	185.00	(I)
DS3 (Base Rates)					
- Electrical					
Rate Zone 1	1YTOS (T)	$950.00	(S)(x)	$185.00	(S)(x)
Rate Zone 2	1YTOS (T)	950.00	(S)(x)	185.00	(S)(x)
Rate Zone 3	1YTOS (T)	950.00	(S)(x)	185.00	(S)(x)
Price Band 4	1YTOS (T)	950.00	(I)	185.00	(I)
Price Band 5	1YTOS (T)	950.00	(I)	185.00	(I)
Price Band 6	1YTOS (T)	950.00	(I)	185.00	(I)
- Optical					
Rate Zone 1	1YTOS (T)	$950.00	(S)(x)	$185.00	(S)(x)
Rate Zone 2	1YTOS (T)	950.00	(S)(x)	185.00	(S)(x)
Rate Zone 3	1YTOS (T)	950.00	(S)(x)	185.00	(S)(x)
Price Band 4	1YTOS (T)	950.00	(I)	185.00	(I)
Price Band 5	1YTOS (T)	950.00	(I)	185.00	(I)
Price Band 6	1YTOS (T)	950.00	(I)	185.00	(I)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(D) Multiplexing

	USOC	Monthly Rates	Nonrecurring Charges
- Entrance Facility, per arrangement			
DS1 to Voice Grade			
Rate Zone 1	MKW1X	$210.00	
Rate Zone 2	MKW1X	210.00	
Rate Zone 3	MKW1X	210.00	
Price Band 4	MKW1X	210.00	
Price Band 5	MKW1X	210.00	
Price Band 6	MKW1X	210.00	
DS3 to DS1			
- Month-to-Month			
Rate Zone 1	MKW3X	900.00 (S)(x)	$1.00
Rate Zone 2	MKW3X	900.00 (S)(x)	1.00
Rate Zone 3	MKW3X	900.00 (S)(x)	1.00
Price Band 4	MKW3X	900.00 (I)	1.00
Price Band 5	MKW3X	900.00 (I)	1.00
Price Band 6	MKW3X	900.00 (I)	1.00
- Base Rates			
Rate Zone 1	MJW3X (T)	900.00 (S)(x)	1.00
Rate Zone 2	MJW3X (T)	900.00 (S)(x)	1.00
Rate Zone 3	MJW3X (T)	900.00 (S)(x)	1.00
Price Band 4	MJW3X (T)	900.00 (I)	1.00
Price Band 5	MJW3X (T)	900.00 (I)	1.00
Price Band 6	MJW3X (T)	900.00 (I)	1.00

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(x) Reissued material became effective July 1, 2011 under Transmittal No. 1148.

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.9 Rates and Charges (Cont'd)
6.9.1 Switched Transport (Cont'd)
(D) Multiplexing (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges
- Direct Trunked Transport, per arrangement			
DS1 to Voice Grade			
Rate Zone 1	MKW1X	$210.00	
Rate Zone 2	MKW1X	210.00	
Rate Zone 3	MKW1X	210.00	
Price Band 4	MKW1X	210.00	
Price Band 5	MKW1X	210.00	
Price Band 6	MKW1X	210.00	
DS3 to DS1			
- Month-to-Month			
Rate Zone 1	MKW3X	900.00	$1.00
Rate Zone 2	MKW3X	900.00	1.00
Rate Zone 3	MKW3X	900.00	1.00
Price Band 4	MKW3X	900.00	1.00
Price Band 5	MKW3X	900.00	1.00
Price Band 6	MKW3X	900.00	1.00
- Base Rates			
Rate Zone 1	MJW3X	900.00	1.00
Rate Zone 2	MJW3X	900.00	1.00
Rate Zone 3	MJW3X	900.00	1.00
Price Band 4	MJW3X	900.00	1.00
Price Band 5	MJW3X	900.00	1.00
Price Band 6	MJW3X	900.00	1.00

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges
(E) Alternate Serving Wire Center			
DS1			
- per point of termination			
Rate Zone 1	AV3	$ 25.00	
Rate Zone 2	AV3	25.00	
Rate Zone 3	AV3	25.00	
DS3			
(Optical or Electrical)			
- per point of termination			
Rate Zone 1	AV3	250.00	
Rate Zone 2	AV3	250.00	
Rate Zone 3	AV3	250.00	
(F) Diversity			
- per circuit			
Rate Zone 1	DSX	5.00	
Rate Zone 2	DSX	5.00	
Rate Zone 3	DSX	5.00	

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

	USOC	Nonrecurring Charges	
(G) Switched Access Connection Charge			
- per Line or trunk			
Initial			
Rate Zone 1	TPP++	$1.00	
Rate Zone 2	TPP++	1.00	
Rate Zone 3	TPP++	1.00	
Additional			
Rate Zone 1	TPP++	1.00	(I)
Rate Zone 2	TPP++	1.00	(I)
Rate Zone 3	TPP++	1.00	(I)
(H) Shared Network Arrangement			
- Processing Charge per Service Order			
Rate Zone 1	SRNXX	50.00	
Rate Zone 2	SRNXX	50.00	
Rate Zone 3	SRNXX	50.00	
(I) Remote Translations			
per remote trunk group, per occurrence	NRBTC	350.00	
(J) Service Order Charge			
per Service Order	NRBOU	1.00	

(K) Transport Interconnection Charge	Monthly Charge
Collocated	
- Originating	$.000000
- Terminating	.000000
Non-Collocated	
- Originating	.000000
- Terminating	.000000

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

		USOC	RATE	
(L)	Common Channel Signaling Access Service			
	STP access mileage - Per month, per mile	1OXJX	$3.50	
	Note: An STP Port Termination charge also applies. See Section 6.9.2(A) following.			
(M)	Billing Validation Service			
	(1) Query Transport - Per query	TAP	0.000200	
	(2) Query Validation - Per query	QCMVX	0.040000	
	(3) Service Establishment - Per originating point code	NRBLB	125.00	
(N)	Toll Free* Data Base Access Service (available with Trunkside BSA-101XXXX Option equipped out of band Signaling)			
	Basic Query Charge - Per Query		0.000200	(R)(x)
	Toll Free Data Base Vertical Feature Package (VFP) (available with Toll Free Data Base Basic Access Service)			
	VFP Charge - Per Query		0.000000	

* "Toll Free" is considered to mean any access service which utilizes any of the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry.

(x) Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, *In the Matter of 8YY Access Charge Reform*, FCC 20-143, released October 9, 2020.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(O) Dedicated Network Access Link (DNAL)

(1) Metallic DNAL

	USOC	Monthly Rates
(a) Channel Termination		
- Per point of termination		$22.50

		Nonrecurring Charges	
		First	Add'l
- Per point of termination Installation		$200.00	$150.00

		Monthly Rates	
	USOC	Fixed	Per Mile
(b) Channel Mileage		None	$3.25

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(O) Dedicated Network Access Link (DNAL) (Cont'd)

(2) Voice Grade DNAL

	USOC	Monthly Rates		
(a) Channel Termination				
- Per point of termination				
Two-Wire		$14.00		
Four-Wire		26.02		
		Nonrecurring Charges		
		First	Add'l	
- Per point of termination				
Installation				
Two-Wire		$ 1.00	$1.00	
Four-Wire		1.00	.75	
		Monthly Rates		
		Fixed	Per Mile	
(b) Channel Mileage		$16.93 (I)	$3.00	(I)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

(O) Dedicated Network Access Link (DNAL) (Cont'd)

(2) Voice Grade DNAL (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges
(c) Optional Features			
(1) Conditioning - Per point of termination			
(A) C-Type		$ 2.00	None
(B) Improved Attenuation Distortion		2.00	None
(C) Improved Envelope Delay Distortion		75.00	None
(2) Improved Return Loss for Effective Two-Wire Transmission or Improved Termination for Four-Wire Transmission			
(A) Improved Return Loss - Per point of termination - Two-Wire		7.00	None
(B) Improved Termination - Per point of termination - Four-Wire		9.00	None
(3) Data Capability - Per point of termination		2.00	$250.00

(P) 500 Access Service

	USOC	Rate
Query Charge - Per Query	500DB	$.0085

(Q) Carrier Identification Parameter (CIP)

	USOC	Rate
- Per Trunk, per month	U7CPT	$ .46

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ACCESS SERVICE

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

	USOC	Monthly Rate	Nonrecurring Charge First	Nonrecurring Charge Additional	
(1) 2 Year#					(T)
(a) DS1					
- Per Point of Termination					
Rate Zone 1	EFGDX	$171.00			
Rate Zone 2	EFGDX	171.00			
Rate Zone 3	EFGDX	171.00			
Price Band 4	EFGDX	171.00			
Price Band 5	EFGDX	171.00			
Price Band 6	EFGDX	171.00			
- Installation					
Rate Zone 1	EFGDX		$1.00	$.75	
Rate Zone 2	EFGDX		1.00	.75	
Rate Zone 3	EFGDX		1.00	.75	
Price Band 4	EFGDX		1.00	.75	
Price Band 5	EFGDX		1.00	.75	
Price Band 6	EFGDX		1.00	.75	
(2) 3 Year#					(T)
(a) DS1					
- Per Point of Termination					
Rate Zone 1	EFGDX	152.00			
Rate Zone 2	EFGDX	152.00			
Rate Zone 3	EFGDX	152.00			
Price Band 4	EFGDX	152.00			
Price Band 5	EFGDX	152.00			
Price Band 6	EFGDX	152.00			
- Installation					
Rate Zone 1	EFGDX		1.00	.75	
Rate Zone 2	EFGDX		1.00	.75	
Rate Zone 3	EFGDX		1.00	.75	
Price Band 4	EFGDX		1.00	.75	
Price Band 5	EFGDX		1.00	.75	
Price Band 6	EFGDX		1.00	.75	

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(A) Entrance Facility (Cont'd)

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

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(A) Entrance Facility (Cont'd)

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

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(B) Direct Trunked Transport

2 Year#	USOC	Fixed	Per Mile	(T)
(1) DS1				
Rate Zone 1	1YTCS	$76.50	$21.83	
Rate Zone 2	1YTCS	76.50	21.83	
Rate Zone 3	1YTCS	76.50	21.83	
Price Band 4	1YTCS	76.50	21.83	
Price Band 5	1YTCS	76.50	21.83	
Price Band 6	1YTCS	76.50	21.83	

3 Year#				(T)
(1) DS1				
Rate Zone 1	1YTCS	68.00	19.40	
Rate Zone 2	1YTCS	68.00	19.40	
Rate Zone 3	1YTCS	68.00	19.40	
Price Band 4	1YTCS	68.00	19.40	
Price Band 5	1YTCS	68.00	19.40	
Price Band 6	1YTCS	68.00	19.40	

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(B) Direct Trunked Transport (Cont'd)

5 Year#	USOC	Fixed	Per Mile	(T)
(1) DS1				
Rate Zone 1	1YTCS	$59.50	$16.98	
Rate Zone 2	1YTCS	59.50	16.98	
Rate Zone 3	1YTCS	59.50	16.98	
Price Band 4	1YTCS	59.50	16.98	
Price Band 5	1YTCS	59.50	16.98	
Price Band 6	1YTCS	59.50	16.98	

7 Year#				(T)
(1) DS1				
Rate Zone 1	1YTCS	55.25	15.76	
Rate Zone 2	1YTCS	55.25	15.76	
Rate Zone 3	1YTCS	55.25	15.76	
Price Band 4	1YTCS	55.25	15.76	
Price Band 5	1YTCS	55.25	15.76	
Price Band 6	1YTCS	55.25	15.76	

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(C) Multiplexing

2 Year#	USOC	Monthly Rates	Nonrecurring Charges	
- Entrance Facility				
- Per Arrangement				
DS1 to Voice Grade				
Rate Zone 1	MKW1X	$189.00		
Rate Zone 2	MKW1X	189.00		
Rate Zone 3	MKW1X	189.00		
Price Band 4	MKW1X	189.00		
Price Band 5	MKW1X	189.00		
Price Band 6	MKW1X	189.00		
- Direct Trunked Transport				
- Per Arrangement				
DS1 to Voice Grade				
Rate Zone 1	MKW1X	189.00		
Rate Zone 2	MKW1X	189.00		
Rate Zone 3	MKW1X	189.00		
Price Band 4	MKW1X	189.00		
Price Band 5	MKW1X	189.00		
Price Band 6	MKW1X	189.00		

(T)

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(C) Multiplexing (Cont'd)

3 Year#	USOC	Monthly Rates	Nonrecurring Charges	
- Entrance Facility				
- Per Arrangement				
DS1 to Voice Grade				
Rate Zone 1	MKW1X	$168.00		
Rate Zone 2	MKW1X	168.00		
Rate Zone 3	MKW1X	168.00		
Price Band 4	MKW1X	168.00		
Price Band 5	MKW1X	168.00		
Price Band 6	MKW1X	168.00		
- Direct Trunked Transport				
- Per Arrangement				
DS1 to Voice Grade				
Rate Zone 1	MKW1X	168.00		
Rate Zone 2	MKW1X	168.00		
Rate Zone 3	MKW1X	168.00		
Price Band 4	MKW1X	168.00		
Price Band 5	MKW1X	168.00		
Price Band 6	MKW1X	168.00		

(T)

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(C) Multiplexing (Cont'd)

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

(T)

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.1 Term Pricing Plans (TPP)* (Cont'd)

(C) Multiplexing (Cont'd)

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

(T)

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

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

ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.9 Rates and Charges (Cont'd)
6.9.1 Switched Transport (Cont'd)

6.9.1.2 IntelliLight Entrance Facilities (IEF)*

(A) Per STS1/51.84 Mbps Termination**	USOC	Monthly Rate 3 Year Term	USOC	Monthly Rate 5 Year Term#	(T)
1	T7XA3	$1,950.00	T7XA5	$1,650.00	
2		1,950.00		1,400.00	
3		1,500.00		1,200.00	
4		1,000.00		720.00	
5		858.00		620.00	
6		746.00		540.00	
7		666.00		483.00	
8		606.00		440.00	
9		560.00		407.00	
10		522.00		380.00	
11		492.00		358.00	
12		466.00		340.00	
13		458.00		338.00	
14		455.00		336.00	
15		453.00		334.00	
16		450.00		332.00	
17		448.00		330.00	
18		445.00		328.00	
19		443.00		326.00	
20		440.00		324.00	
21		438.00		322.00	
22		435.00		320.00	
23		433.00		318.00	
24		430.00		316.00	
25		428.00		314.00	
26		425.00		312.00	
27		423.00		310.00	
28		420.00		308.00	
29		418.00		306.00	
30		415.00		304.00	
31		413.00		302.00	
32		410.00		300.00	
33		408.00		298.00	
34		405.00		296.00	
35		403.00		294.00	
36		400.00		292.00	
37		388.00		290.00	
38		385.00		288.00	
39		383.00		284.00	
40		380.00		280.00	
41		378.00		275.00	
42		375.00		270.00	
43		373.00		265.00	
44		370.00		260.00	
45		368.00		255.00	
46		365.00		250.00	
47		363.00		245.00	
48 and up		360.00		240.00	

* The above rates are applicable in all rate zones.
** Interface sold separately.
# Service availability limited. Refer to # footnote on Page 6-296. (N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.2 IntelliLight Entrance Facilities (IEF)* (Cont'd)

(B) IEF Electrical Interfaces, each	USOC	Monthly Rate 3 Year Term	USOC	Monthly Rate 5 Year Term#	(T)
STS1 Interface	P8TE3	$150.00	P8TE5	$100.00	
DS3 Interface	P8TG3	150.00	P8TG5	100.00	

(C) IEF Installation Charges

1) Initial Installation 1a) -Per Termination	USOC	Nonrecurring Charges First	 Additional
-STS1 w/ separate Interface		$1.00	$ .75
1b) -Per Interface			
- per STS1		1.00	.75
- per DS3		1.00	.75
2) Subsequent Installation 2a) -Per Termination			
-STS1 w/ separate Interface	NRBTJ	1.00	.75
2b) -Per Interface			
- per STS1	NRBTF	1.00	.75
- per DS3	NRBTF	1.00	.75

* The above rates are applicable in all rate zones.
# Service availability limited. Refer to # footnote on Page 6-296. (N)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.3 Reserved (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.3 Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.3 Reserved (Cont'd) (T)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.3 Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

6. Switched Access Service (Cont'd)

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(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

(D)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.5 Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

6.9 Rates and Charges (Cont'd)

6.9.1 Switched Transport (Cont'd)

6.9.1.6 Reserved for Future Use (C)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

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ACCESS SERVICE

6. Switched Access Service (Cont'd

(D)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)
6.9 Rates and Charges (Cont'd)

6.9.2 End Office

(A) Local Switching

Premium Rates	Rate	
LS1-Feature Groups A & B (except for FGB when subscribed to by a provider of MTS and WATS)		
- Originating	$.002406	
- Terminating	.000000	
LS1-Lineside BSA and Trunkside BSA - 950 Option (except for Trunkside BSA-950 Option when subscribed to by a provider of MTS and WATS)		
- Originating	.002403	
- Terminating	.000000	
LS2-Feature Group D (and for FGB when subscribed to by a provider of MTS and WATS)		
- Toll Free Originating	.000000	(R)(x)
- Other Than Toll Free Originating	.002406	
- Terminating	.000000	
LS2-Trunkside BSA - BSA-101XXXX Option (and for Trunkside BSA-950 Option when subscribed to by a provider of MTS and WATS)		
- Toll Free Originating	.000000	(R)(x)
- Other Than Toll Free Originating	.002403	
- Terminating	.000000	

(x) Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, *In the Matter of 8YY Access Charge Reform*, FCC 20-143, released October 9, 2020.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

	USOC	Monthly Rate	
Dedicated Trunk Port#, - per Trunk	PT8VX	$ 11.25	
Shared End Office Trunk - per minute of use			
- Toll Free Originating		0.000000	(R)(x)
- Other Than Toll Free Originating		0.001688	
- Terminating		0.000000	
Common Channel Signaling Access Service STP Port Termination* - Per month, per port	PT8SX	900.00	
Composite Terminating End Office Charge - Per Terminating Minute of Use		0.000000	

(x) Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, *In the Matter of 8YY Access Charge Reform*, FCC 20-143, released October 9, 2020.

Rate will only apply to the portion associated with originating usage.

*Note: For Common Channeling Signaling Access Service, an STP Access Mileage charge also applies. See Section 6.9.1(L) preceding.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs

	FID/USOC	Rate	Nonrecurring Charge
(a) Call Denial on Line or Hunt Group (available with Lineside BSA) - Per Transmission Path or Transmission Path Group	CAD	None	None
(b) Service Code Denial on Line or Hunt Group (available with Lineside BSA) - Per Transmission Path or Transmission Path Group	SCD	None	None
(c) Hunt Group Arrangement (available with Lineside BSA) - Per Transmission Path Group	HML/HTG	None	None
(d) Hunting Service Arrangements BSE (available with Lineside BSA) - Per Line, Per Month	HSHPG	$ 0.15	None
(e) Hunting Service Arrangements: Circular BSE (available with Lineside BSA) - Per Line, Per Month	HSHCH	$ 0.15	None
(f) Hunting Service Arrangements: Preferred BSE (available with Lineside BSA) - Per Line, Per Month	HSHHP	$ 0.15	None
(g) Uniform Call Distribution Arrangement (available with Lineside BSA) - Per Transmission Path	HTY UD	None	None
(h) Uniform Call Distribution BSE (available with Lineside BSA) - Per Line, Per Month	EH7PG	$ 1.25	None

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge	
(i) Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement (available with Lineside BSA) - Per Transmission Path	NHN	None	None	
(j) Non-Hunt Directory Numbers BSE (available with Lineside BSA) - Per Group, Per Month	HSGPN	$ 0.00	None	
(k) Automatic Number Identification (available with Trunkside BSA - 950 Option and Trunkside - 101XXXX Option) - Per Transmission Path Group	ANI	None	None	(D)
(l) Automatic Number Identification BSE (available with Trunkside BSA - 950 Option and Trunkside - 101XXXX Option - Per Call	ANI	$ 0.0005	None	(D)
(m) Up to 7 Digit Outpulsing of Access Digits to Customer (available with Trunkside BSA - 950 Option) - Per Transmission Path Group	USDO	None	None	
(n) Reserved for Future Use				(C) (D) | (D)
(o) Reserved for Future Use				(C) (D) | (D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge	
(p) Reserved for Future Use				(C) (D) | (D)
(q) Reserved for Future Use				(C) (D) | (D)
(r) Reserved for Future Use				(C) (D) | (D)
(s) Service Class Routing (available with Trunkside BSA-101XXXX Option and FGD)				(D) (D)
- Per Transmission Path Group	SCRT	None	None	
(t) Alternate Traffic Routing (available with FGB and FGD)				(D)
- Per Transmission Path Group	ARTG	None	None	
(u) Alternate Traffic Routing (available with Trunkside BSA - 950 Option, and Trunkside BSA-101XXXX Option,				(D)
- Per Transmission Path Group	RALPG	None	$31.00	
(v) Trunk Access Limitation Arrangement (available with Trunkside BSA-10XXX or 101XXXX Option and FGD				(D) (D)
- Per End Office	CHOK	None	None	

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(T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge	
(w) Call Gapping Arrangement (available with Trunkside BSA-101XXXX Option and FGD)				
- Per End Office	CGAP	None	None	
(x) International Carrier Option (available with Trunkside BSA-101XXXX Option and FGD)				
- Per End Office and Access Tandem	INCO	None	None	
(y) Band Advance Arrangement for use with WATS Access Line Service (available with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGA, FGB, and FGD)				(D) (D)
- Per Arrangement	BAAD	None	None	
(z) End Office End User Line Service Screening for use with WATS Access Line Service (available with Lineside BSA, Trunkside BSA - 950 Option, Trunkside BSA - 101XXXX Option, FGA, FGB, and FGD)				(D) (D)
- Per WATS Access Line	BAND	None	None	
(aa) Hunt Group Arrangement for use with WATS Access Line Service (available with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGA, FGB, and FGD)				(D) (D)
- Per WATS Access Line	HML/HTG	None	None	

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge	
(ab) Uniform Call Distribution Arrangement for use with WATS Access Line Service (available with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGA, FGB, and FGD)				(D) (D)
- Per WATS Access Line Group	HTY UD	None	None	
(ac) Nonhunting Number for use with Hunt Group Arrangement or Uniform Call Distribution Arrangement for use with WATS Access Line Service (available with Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGA, FGB, and FGD)				(D) (D)
- Per WATS Access Line Group	NHN	None	None	
(ad) Toll Billing Exception (available with Lineside BSA and FGA)				
- Per Transmission Path	TBE A	None	None	

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge
(ae) Calling Party Number (available with Trunkside BSA-101XXXX Option equipped with out of band signaling) - Per End Office, Per Trunk Group * +	CF3CP	None	None
(af) Charge Number (available with Trunkside BSA-101XXXX Option equipped with out of band signaling) - Per End Office, Per Trunk Group *	CF3CN	None	None
(ag) Charge Number BSE (available with Trunkside BSA-101XXXX Option with out of band signaling) - Per Call *	CNB	$ 0.0005	None
(ah) Carrier Selection Parameter (available with Trunkside BSA-101XXXX Option equipped with out of band signaling) - Per End Office, Per Trunk Group * ++	CF3CS	None	None
(ai) Answer Supervision With a Lineside Interface BSE (available with Lineside BSA) - Per Line, Per Month	USW1X	$ 1.75	$15.00

* Available only on originating Trunkside BSA-101XXXX Option.
\+ Calling Party Number is not offered in Pennsylvania, and where it is not technically feasible.
++ Available only at designated Telephone Company switches.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge
(aj) Three-Way Call Transfer BSE (available with Lineside BSA)			
- Per Line, Per Month	EO3	$ 7.50	$ 3.00
(ak) Messaging Services Interface BSE (available with Lineside BSA)			
- Per Line, Per Month	SME	515.00	780.00
(al) Premier Messaging Services Interface BSE			
- Per Arrangement, Per Month	CF3MS	500.00	
(am) Make Busy Arrangement BSE (available with Lineside BSA)			
-Per Group, Per Month	DXV	80.00	30.00
(an) Three-Way Calling BSE (available with Lineside BSA)			
- Per Line, Per Month	ESC	7.00	3.00
(ao) Flexible Automatic Number Identification BSE (available with Trunkside BSA-101XXXX Option)			
- Per End Office, Per CIC	NUVPO	None	1,100.00
- Payphone Coding Digits Charge			
- Per line, each Payphone Service Provider	OLN	0.00*	
(ap) Flexible Automatic Number Identification, available with Feature Group D			
- Per End Office, Per CIC	NRBFN	None	1,100.00
- Payphone Coding Digits Charge			
- Per line, each Payphone Service Provider	OLN	0.00*	

* Rate to be recovered over 24 months commencing November 1, 1998 and ending October 31, 2000.

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	FID/USOC	Rate	Nonrecurring Charge
(aq) Direct Inward Dialing Service BSE (available with Lineside BSA) - Per Trunk, Per month	-	$10.00	$ 6.00
(ar) Direct Inward Dialing Trunk Queuing BSE (available with Lineside BSA) - Per Trunk, Per month	-	2.00	35.00
(as) Access Transport Parameter (available with Trunkside BSA-101XXXX Option equipped with out of band signaling) - Per End Office, Per Trunk Group * ++	-	NONE	NONE
(at) 950 on Feature Group D - Per End Office, Per CIC	NR4NF	NONE	270.00

* Available only on originating Trunkside BSA-101XXXX Option.
++ Available only at designated Telephone Company switches.

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

(au) 900 Access Service (available with Feature Groups D, 900 Access Service trunk groups, and Trunkside BSA-101XXXX Option) (D) (D)

	USOC	Nonrecurring Charge First*	Additional*
- Per LATA, per NXX (activated or deactivated)	ADNC8		
Altoona		$1,917.55	$ 197.53
Atlantic Coastal		479.84	49.48
Baltimore		2,300.84	236.53
Capital		1,384.90	142.66
Culpepper		1,918.91	198.03
Delaware Valley		1,254.97	129.41
Hagerstown		843.40	86.75
Lynchburg		561.63	57.96
Norfolk		2,012.52	207.69
Northeast		2,610.00	268.86
North Jersey		3,801.82	392.02
Philadelphia		7,286.17	750.55
Pittsburg		5,699.38	587.10
Richmond		1,684.90	173.88
Roanoke		1,872.11	193.20
Salisbury		824.83	84.80
Washington LATA		4,821.81	496.49
- Per State, per NXX (activated or deactivated)	ADNC8		
District of Columbia		1,701.59	175.27
State of Maryland		5,730.39	589.11
State of Virginia		8,050.06	830.76
State of New Jersey		5,536.63	570.91
State of Pennsylvania		18,003.65	1,854.57
State of Delaware		894.34	92.13

* First and Additional nonrecurring charges are applied on a per order basis. The "First" rate applies to the initial code on an order for service and the "Additional" rate to each additional code on the same order.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(1) Common Switching Optional Features and BSEs (Cont'd)

	Rate
(av) Switched Access Signalling Service (SASS) - per call	0.0000

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(2) Transport Termination Nonchargeable Options

	FID	
(a) Line Side Terminations (For Lineside BSA and FGA)		
Two-Way Operation		
- Dial Pulse with Loop Start	NC +++A	
- Dial Pulse with Ground Start	NC +++E	
- DTMF with Loop Start	NC +++F	
- DTMF with Ground Start	NC +++G	
Termination Operation		
- Dial Pulse with Loop Start	NC +++N	
- Dial Pulse with Ground Start	NC +++P	
- DTMF with Loop Start	NC +++R	
- DTMF with Ground Start	NC +++S	
Originating Operation		
- Loop Start	NC +++U	
- Ground Start	NC +++V	
(b) Trunk Side Terminations (For Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB and FGD)		(D) (D)
Standard Trunk for Originating, Terminating or Two-Way operation (available with Trunkside BSA -950 Option, Trunkside BSA-101XXXX Option, FGB and FGD)	TTC SO TTC ST TTC TY	(D) (D)
Rotary Dial Station Signaling Trunk (available with Trunkside BSA - 950 Option and FGB)	TTC RD	
		(D) | | (D)
Operator Trunk, Full Feature Arrangement (available with Trunkside BSA-101XXXX Option and FGD)	TTC FF	

(T)
(T)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(3) WATS Access Line Termination Nonchargeable Options

(a) Line Side Terminations:	FID
Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling - Per Transmission Path	NC +++R
Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling - Per Transmission Path	NC +++N

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(3) WATS Access Line Termination Nonchargeable Options (Cont'd)

(a) Line Side Terminations: (Cont'd)

	FID
Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling - Per WATS Access Line	NC +++S
Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling - Per WATS Access Line	NC +++P
Terminating Only Loop Start, Line Side Connection - Per WATS Access Line	NC +++U
Terminating Only Ground Start, Line Side Connection - Per WATS Access Line	NC +++V

(b) Trunk Side Terminations:

Terminating Only Trunk Side Connection for forwarding of Dialed Number Identification to End User - Per WATS Access Line	NC +++T
(c) Dialed Number Identification Service (DNIS)	NC +++T
- Common equipment to equip a group for DNIS	UGT
- Per WATS access line in the group	UGW

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.2 End Office (Cont'd)

(A) Local Switching (Cont'd)

(4) WATS Access Line Termination Chargeable Options

	USOC	Monthly Rate	Nonrecurring Charge
Answer Supervision Trunk Side Terminations For WATS Access lines Originating Only			
- Per Initial and Additional WATS Access Line Service, Per Trunk Group	-	None	None
- Per Initial WATS Access Line	UAS1X UAS	$14.06	$100.28
- Per Each Additional WATS Access Line	UASAX UAS	14.06	55.67

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.3 Message Unit Credit	USOC	Per Originating Lineside BSA Access Minute	
States of Maryland, Virginia, and Washington, D.C.	MUCLT	($.002000)*	(D)
State of Delaware	MUCLT	(.001000)*	
State of New Jersey	MUCLT	(.002000)*	
State of Pennsylvania	MUCLT	(.001543)*	

* ( ) equals a negative amount.

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.4 Reserved for Future Use (C)

(D)
|
(D)

6.9.5 Information Surcharge

Premium Rate Per Access Minute	0.000000	DSC

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.6 Tandem Access Sectorization

	RATE	USOC
Per Trunk, Per Month	$ 1.00	TJN
Nonrecurring Charges		
Initial, Per Customer, Per Tandem	5,300.00	TJNTI
Subsequent, Per Point of Termination	820.00	TJNTS

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

	USOC	Rates Per Access Minute	
6.9.7 Switched 56 Kilobit Service			
- Per S56 access minute	56S	$0.000000	
6.9.8 Reserved For Future Use			(D) (C) (D)
			(D)
6.9.9 0+900 Access Service			
(A) Activation per end office	-	$400.00	-

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.10 Reserved for Future Use (C)

(D)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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(D)
(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

(D)

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(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

(D)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

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ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.11 Reserved (T)
(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)

6.9 Rates and Charges (Cont'd)

6.9.12 Common Switching and Transport Termination Optional Features and BSEs

(A) Signaling System 7 Message Waiting Indicator (SS7MWI) Signaling Service

	USOC	Monthly Rate	
SS7MWI Signaling Service, per messaging arrangement[1]	S7M	$500.00	(C)

(D)

(D)

[1] See 6.4.1(AG)(8)for rate application exception in LATAs 224, 228, and 236. (N)

ACCESS SERVICE

7. Special Access Service

Non-Competitive End-User Channel Terminations (and associated optional features and functions) are the Special Access Services offered under this tariff. Other Special Access Services required to complete a circuit are available as described in Section 1.1 preceding. (N)

7.1 General

Special Access Service provides a transmission path to connect customer designated premises*, either directly, or through a Telephone Company Hub. In addition, Special Access provides a transmission path to connect a customer designated premises to a WATS Serving Office (WSO), to a wire center where connection to an advanced data service# occurs, or to a fiber meet location of a Verizon Dedicated SONET Ring Service or an IntelliLight® Optical Transport Service. Special Access Service includes all exchange access not utilizing Telephone Company end office switches, with the exception of WATS Access Line Service. (D)

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

7.1.1 Channel Types (C)

There are multiple types of channels used to provide Special Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate),
- Spectrum

Customers can order a basic channel and select, from a list of available transmission parameters and channel interfaces, those that they desire to meet specific communications requirements.

* When Telephone Company central office switches provide local exchange service which utilize a common line which must be interconnected for interstate communications (e.g., Centrex), the Telephone Company central office, where the local exchange service ends and the access connection begins, shall be treated as a customer premises for purposes of this tariff. The physical space from which other Telephone Company services are provided, whether or not on Telephone Company property, shall be treated as a customer premises. The central office where packet data services and data base services reside shall also be included in this definition. (D)

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.1 Channel Types (Cont'd)

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use. For example, if a customer's equipment is capable of transmitting voice over a channel that is identified as a Metallic Service in this tariff, there is no restriction against doing so.

Following is a brief description of each type of channel:

Voice Grade - a channel for the transmission of analog signals within an approximate bandwidth of 300-3000 Hz.

WATS Access Line - a channel between a customer designated premises and a WATS Serving Office (WSO) for transmission of interstate or international traffic.

(D)
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(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.1 General (Cont'd)

7.1.1 Channel Types (Cont'd)

Digital Data - a channel for the digital transmission of data at rates of 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps.

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544 or 44.736 Mbps. (D)

(D)
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(D)

Detailed descriptions of each of the channel types are provided in 7.2 following:

The customer also has the option of ordering Voice Grade and analog and digital high capacity facilities (i.e., Group, Supergroup, Mastergroup, 1.544 Mbps and 44.736 Mbps) to a Telephone Company Hub for multiplexing to individual channels of a lower capacity or bandwidth.

The customer may specify optional features for the individual channels derived from the facility to tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are also set forth in 7.2 following. (D) (D)

(D)
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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories

The basic rate categories which apply to Special Access Service offered under this tariff are:

- Non-Competitive End User Channel Terminations, including WATS Access Connections (WACs) (described in 7.1.2(A) following)
- Optional Features and Functions (described in 7.1.2(C) following)
- Surcharge (described in 7.4.2 following)
- Message Station Equipment Recovery Charge (described in 7.4.3 following)

Additionally, rates and charges for detariffed Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders. (C) Rates and charges for Ports also apply to a Special Access DS3 connected to a point to point SONET service. (D) (D)

(A) Channel Termination

The Channel Termination rate category provides for the communications path between an end user customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in (C) following. One Channel Termination charge applies per customer designated premises at which the channel is terminated. This charge will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building. For WATS Access Line Service, the WATS Serving Office (WSO) is never considered a customer premises. A Channel Termination charge does not apply:

- at a DSR fiber meet location where high speed interconnection of the Company’s facilities to the facilities of the customer or of a third party occurs.

The Channel Termination rate category may also be employed to provide for connections to other service offerings.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage

The Channel Mileage rate category is detariffed. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

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

The Optional Features and Functions rate category provides for optional features and functions which may be added to a Non-Competitive End User Channel Termination to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged as a single rate element. (C) (C)

The following is a list of the Telephone Company's Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provides a cross-reference to the generic name contained in Bell Operating Companies, Service Descriptions, ONA Services User Guide, July 31, 1991, from the product name utilized in this tariff. (T)

GENERIC NAME	VERIZON PRODUCT NAME	(T)
Access to Clear Channel Transmission	Clear Channel Capability	
		(D)
Bridging	Bridging	
Conditioning	Conditioning	
Inband Signaling	Inband Signaling	
		(D)
Route Diversity	Route Diversity	
Secondary Channel Capability	Secondary Channel	

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories (Cont'd)

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

Examples of Optional Features and Functions that are available include, but are not limited to, the following:
- Signaling Capability
- Hubbing Functions (some of which are detariffed) (C)
- Conditioning (D)

A Hub is a Telephone Company designated serving wire center which may perform bridging, multiplexing, and/or IntelliMux® reconfiguration functions. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement. (D)

Descriptions for each of the available Optional Features and Functions are set forth in 7.2 following. Multiplexing functions and IntelliMux® Service are (C)
detariffed. (C)

7.1.3 Service Configurations

There are two types of service configurations over which Special Access Services are provided: two-point service and multi-point service.

(A) Two-Point Service

A two-point service connects two customer designated premises, either on a directly connected basis, or (T)
through a Hub. Two point service also connects a (D)
customer designated premises and a WATS Serving Office (WSO).

Applicable rate elements under this tariff are: (C)
- Non-Competitive End User Channel Termination(s) (C)
(D)
- Optional Features and Functions (when applicable)
In addition, a Special Access Surcharge as set forth in 7.4.2 following, and a Message Station Equipment (T)
Recovery Charge as set forth in 7.4.3 following may be applicable.

ACCESS SERVICE

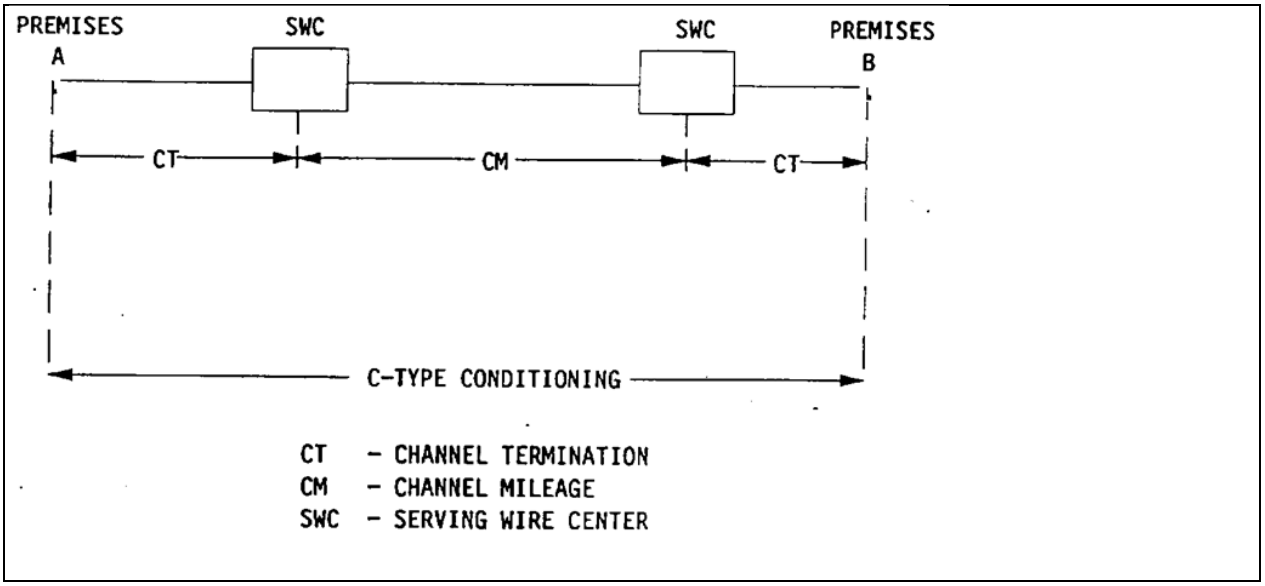
7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.3 Service Configurations (Cont'd)

(A) Two-Point Service

The following diagram depicts a two-point Voice Grade service connecting two Non-Competitive End User Channel Terminations located 15 miles apart. The service is provided with C-Type Conditioning. (C) (C)



Applicable rate elements under this tariff are:

- Non-Competitive End User Channel Terminations (2 applicable) (C) (D)
- C-Type Conditioning Optional Feature (2 applicable)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.3 Service Configurations (Cont'd)

(B) Multipoint Service

Multipoint service connects three or more customer designated premises through a Telephone Company Hub. There is no limitation on the number of mid-links available with multipoint service. However, when more than three mid-links are provided in tandem, the quality of the service may be degraded. A mid-link is a channel between Hubs (i.e., bridging locations) and is detariffed. (N) (N) Only certain types of Special Access Service are provided as multipoint service. These are so designated in the Service Descriptions set forth in 7.2 following.

Multipoint service utilizing a customized technical specifications package as set forth in 7.2 following will be provided when technically possible. If the Telephone Company determines that the requested characteristics for a multi-point service are not compatible, the customer will be advised and given the opportunity to change the order.

When ordering, the customer will specify the desired bridging Hub(s) selected from the Exchange Carrier Association Tariff F.C.C. No. 4. This Tariff identifies type(s) of bridging functions which are available and the serving wire centers at which they are available.

Applicable Rate Elements under this tariff are: (C)

- Non-Competitive End User Channel Terminations (one per customer designated premises) (C)

(D)
|
(D)

- Bridging
- Additional Optional Features (when applicable).

In addition, the Special Access Surcharge as set forth in 7.4.2 following and a Message Station Equipment Recovery Charge as set forth in 7.4.3 following may be applicable.

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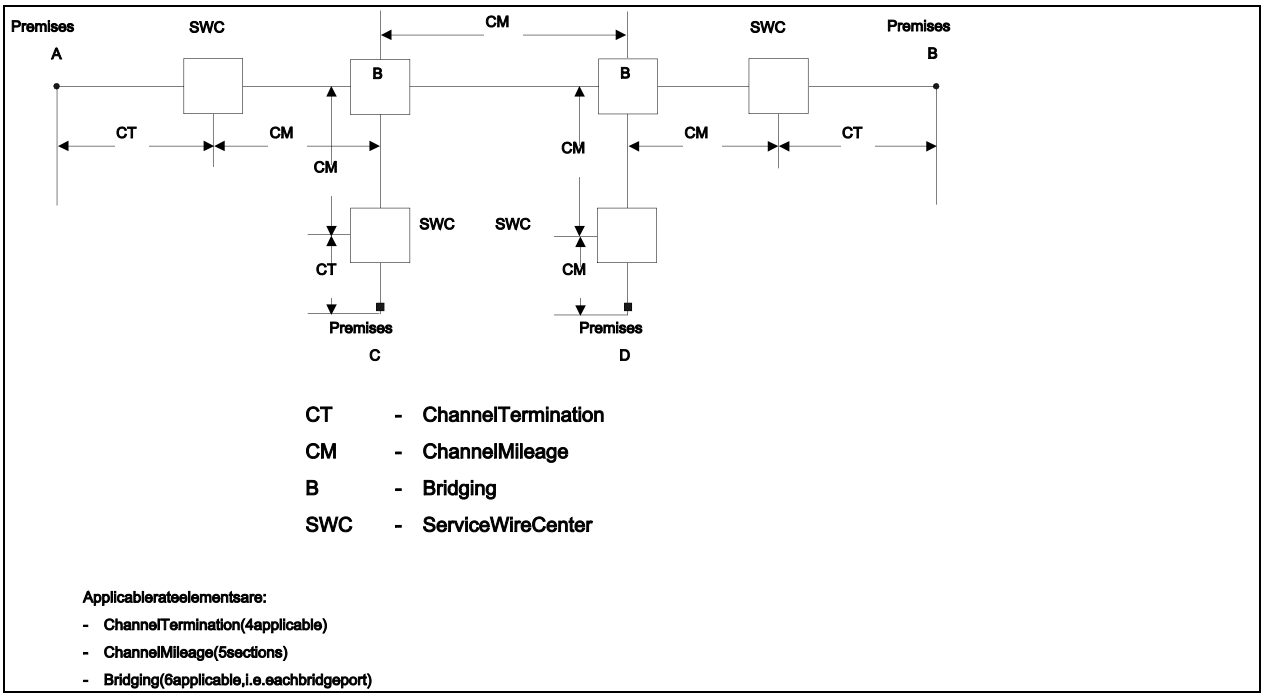
7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.3 Service Configurations (Cont'd)

(B) Multipoint Service (Cont'd)

Example: Voice Grade multipoint service connecting four Non-Competitive End User Channel Terminations via two customer specified bridging hubs. The rate elements under this tariff are the Non-Competitive End User Channel Terminations and any associated Bridging. (C) (N) | (N)



ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.4 Alternate Use

Alternate Use occurs when a service is arranged by the Telephone Company so that the customer can select different types of transmission at different times. A customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Telephone Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis and filed in Section 12, Specialized Service or Arrangements. The customer will pay the stated tariff rates for the Access Service rate elements for the service ordered (i.e., Non-Competitive End User Channel Terminations and Optional Features [if any]. (C) (D)

7.1.5 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are set forth in this section and in 11. following:

7.1.6 Design Layout Report

At the request of the customer, the Telephone Company will provide to the customer the make-up of the facilities and services provided under this tariff as Special Access Service to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.7 Acceptance Testing

At no additional charge, the Telephone Company will, at the customer's request, cooperatively test, at the time of installation, the following parameters:

(A) For Voice Grade analog and WATS Access Line services, acceptance tests will include test for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise and C-message noise when these parameters are applicable and specified in the order for service. Additionally, for Voice Grade services, a balance (improved loss) test will be made if the customer has ordered the improved loss optional feature.

(B) For other analog services and for digital services (i.e., Digital Data High Capacity) acceptance tests will include tests for the parameters applicable to the service as specified in the order for service. (D)

In addition to the above tests, Additional Cooperative Acceptance Testing for Voice Grade Service to test other parameters, as described in 13.3.4(B)(1) following, is available at the customer's request. All test results will be made available to the customer upon request.

7.1.8 Ordering Options and Conditions

Special Access Service is ordered under the Access Order provisions set forth in 5. preceding. Also included in that section are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.1 General (Cont'd)

7.1.9 Special Access Surcharge

In addition, a Special Access Surcharge as set forth in 7.5.14 following will apply to jurisdictionally interstate private line facilities provided by the Telephone Company to a customer, in accordance with regulations as set forth in 7.4.2 following.

7.1.10 Connections with Other Network Services

Special Access Service may be ordered to allow connections between the end user premises and serving wire center which provides Other Network Services.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions

For the purposes of ordering, these are the categories of Special Access Service: (T) (T)

Voice Grade (VG)
WATS Access Connection (WAC)

(D)

Digital Data (DA)
High Capacity (HC)

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the customer. Each of the components of the service are described in this section.

Customized technical specifications packages will be provided where technically feasible. If the Telephone Company determines that the requested parameter specifications are not compatible, the customer will be advised and given the opportunity to change the order.

When a customized channel is ordered the customer will be notified whether Additional Engineering Charges apply. In such cases, the customer will be given an estimate of the hours to be billed before any further action is taken on the order.

The channel description specifies the characteristics of the basic channel and indicates whether the channel is provided between customer designated premises or between a customer designated premises and a Telephone Company Hub where bridging or multiplexing functions are performed.

Information pertaining to the technical specifications packages indicates the transmission parameters that are available with each package. This information is displayed in a matrix with the transmission parameters listed down the left side and the packages listed across the top. Each package is identified by a code, e.g., VGC. The first two letters of the code indicate the category of Special Access Service to which the parameters are applicable. These two letter codes are shown above in parentheses following the category of Special Access Service. The letter "C" following the two letter code indicates the technical specifications package for a customized service. A numeric or alpha-numeric designation following the two letter code indicates the specific predefined package. For a customized service, the customer may select any parameters available with that category of service as long as the parameters are compatible. When appropriate, the Technical Reference which contains detailed specifications for the parameters is shown following the matrix.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

Channel interfaces at each point of termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical. However, communications can only be provided between points of termination with compatible channel interfaces. Only certain channel interfaces are compatible. These are set forth in 7.3.5 following in a combination format.

Only certain channel interface combinations are available with the predefined technical specifications packages. These are delineated in the Technical References set forth at the end of this 7.2. When a customized channel is requested, all channel interface combinations available with the specified type of service are available with the customized channel.

The optional features and functions available with each type of Non-Competitive End User Channel Termination are described in this section. The optional features and functions information also indicates with which technical specifications packages they are available. Such information is displayed in a matrix with the optional feature or function listed down the left side and the technical specifications package listed across the top. (C) (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

The Telephone Company will maintain existing transmission specifications on services installed prior to the effective date of this tariff except that the existing services with performance specifications exceeding the standard listed in this provision will be maintained at the performance levels specified in this tariff. All services installed after the effective date of this tariff will conform to the transmission specifications standards contained in this tariff or in the following Technical References for each category of service:

Voice Grade	TR-NWT-000335, Issue 3	(D)
WATS Access Line	GR-334-CORE, Issue 1	(D)
		(D)
		(D)
		(D)
		(D)
		(D)
		(D)
		(D)
		(D)
Digital Data	TR-NWT-000341, Issue 2	
Secondary Channel	TR-NPL-000157, Issue 2 PUB 62310	(T)(x)

(x) TR-NPL-000157, Issue 2 replaces TR-NPL-000157, Issue 1 in its entirety.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

High Capacity	GR-54-CORE, Issue 1 GR-342-CORE, Issue 1 GR-499-CORE, Issue 4	(T) (x) (D) (D)

(x) GR-499-CORE, Issue 4, replaces GR-499-CORE, Issue 3, in its entirety.

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.1 Reserved for Future Use (C) (D)

(D)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

(D)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.2 Reserved for Future Use (C) (D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service#

(A) Basic Channel Description

A Voice Grade channel is a channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated as analog two-wire or four-wire, or, where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Channel Termination at the other end. Voice Grade channels are provided between customer designated premises or between a customer designated premises and a Telephone Company Hub.

Service availability limited. Refer to # footnote on Page 14-112. (N)

Certain material previously found on this page can now be found on Original Page 14-112.

ACCESS SERVICE

7. Special Access Service (Cont'd)

Material previously found on this page can now be found on Original Page 14-112.

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

(B) Technical Specifications Packages

		Package VG-											
Parameter	C*	1	2	3	4	5	6	7	8	9	10	11	12
Attenuation Distortion	X	X	X	X	X	X	X	X	X	X	X	X	X
C-Message Noise	X	X	X	X	X	X	X	X	X	X	X	X	X
Echo Control	X	X	X	X		X		X	X			X	X
Envelope Delay Distortion	X						X	X	X	X	X	X	X
Frequency Shift	X						X	X	X	X	X	X	X
Impulse Noise	X					X	X	X	X	X	X	X	X
Intermodulation Distortion		X						X	X	X	X	X	X
Loss Deviation	X	X	X	X	X	X	X	X	X	X	X	X	X
Phase Hits, Gain Hits, and Dropouts													X
Phase Jitter		X						X	X	X	X	X	X
Signal-to-C Message Noise													X
Signal-to-C Notch Noise	X					X	X	X	X	X	X	X	X

* The desired parameters are selected by the customer from the list of available parameters.

\# Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

(B) Technical Specifications Packages (Cont'd)

The technical specifications for these parameters (except for dropouts, gain hits, and phase hits) are delineated in Technical Reference TR-NWT-000335, Issue 3.

(C) Channel Interfaces

The following channel interfaces for Voice Grade service do not require signaling capability: AH, DA, DB, DD, DE, DS, NO, PR and TF.

The following channel interfaces for Voice Grade service require signaling capability: AB, AC, CT, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, RV and SF.

Compatible channel interfaces are set forth in 7.3.5(C) following.

(D) Optional Features and Functions

(1) Central Office Bridging Capability

(a) Voice Bridging (two-wire and four-wire)

(b) Telephoto Bridging (two-wire and four-wire)

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(1) Central Office Bridging Capability (Cont'd)

(e) Telemetry and Alarm Bridging

Split Band, Active Bridging

Active Bridging

(2) Reserved

(3) Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade services. C-Type conditioning controls attenuation distortion and envelope delay distortion. Sealing Current helps maintain continuity on dry metallic loops.

In addition, a customer may require that either the attenuation distortion or the envelope delay distortion, or both, be improved to more stringent specifications than those provided for C-Type conditioning. In these cases the customer has the option of ordering either Improved Attenuation Distortion or Improved Envelope Delay Distortion, or both, as needed.

For two-point services, the parameters apply to each service. For multipoint services, the parameters apply to each mid link or end link. C-Type conditioning and Data Capability may be combined on the same service.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(3) Conditioning (Cont'd)

(a) C-Type Conditioning

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are:

Attenuation Distortion
(Frequency Response)
Relative to 1004 Hz

Frequency Variation Range (Hz)	(dB)
504-2804	-1.0 to +3.0
304-3004	-2.0 to +6.0

Envelope Delay Distortion Frequency Range (Hz)	Variation (micro-seconds)
1004-2604	≤ 500
604-2604	≤ 1500
504-2804	≤ 3000

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(3) Conditioning (Cont'd)

(b) Improved Attenuation Distortion

Improved attenuation distortion is provided for additional control of attenuation distortion. The improved attenuation distortion specifications are:

Attenuation Distortion
(Frequency Response)
Relative to 1004 Hz

Frequency Variation Range (Hz)	(dB)
404-2804	-1.0 to +2.0
304-3004	-1.0 to +3.0
304-3204	-2.0 to +6.0

(c) Improved Envelope Delay Distortion

Improved envelope delay distortion is provided for additional control of envelope delay distortion. The improved envelope delay distortion specifications are:

Envelope Delay Distortion Frequency Range (Hz)	Variation (micro-seconds)
1004-2604	≤ 100
804-2604	≤ 200
604-2604	≤ 300
504-2804	≤ 600
504-3004	≤ 3000

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(3) Conditioning (Cont'd)

(d) Sealing Current Conditioning

Sealing Current Conditioning is provided to help maintain continuity on dry metallic loops. It is usually associated with four-wire DA or NO type channel interfaces.

(4) Customer Specified Premises Receive Level

This option allows the customer to specify the receive level at the Point of Termination. The level must be within a specific range on effective four-wire transmission. The ranges are delineated in Technical Reference TR-NWT-000335, Issue 3.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(5) Improved Termination and Improved Return Loss

(a) Improved Termination - On Effective Four-Wire Transmission at Four-Wire Point of Termination (applicable to each two-wire port): Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Telephone Company equipment is required at the customer's premises where this option is ordered. The Improved Termination parameters are delineated in Technical Reference TR-NWT-000335, Issue 3.

(b) Improved Return Loss - On Effective Two-Wire Transmission at Two-Wire Point of Termination: Provides for more stringent Echo Control Specifications. In order for this option to be applicable, the transmission path must be four-wire at one POT and two-wire at the other POT. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire POT. The Improved Return Loss parameters are delineated in Technical Reference TR-NWT-000335, Issue 3.

(6) Data Capability

Data Capability provides transmission characteristics suitable for data communications. Specifically, Data Capability provides for the control of Signal to C-Notched Noise Ratio and intermodulation distortion. It is available for two-point services or multipoint services.

The Signal to C-Notched Noise Ratio and intermodulation distortion parameters for Data Capability are:

- Signal to C-Notched Noise Ratio is equal to or greater than 32dB

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(6) Data Capability (Cont'd)

- Intermodulation distortion:
- Signal to second order modulation products (R2) is equal to or greater than 38dB
- Signal to third order modulation products (R3) is equal to or greater than 42dB

When a service equipped with Data Capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

(7) Reserved.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

(8) Signaling Capability

Signaling Capability provides for the process by which one customer premises alerts another customer premises on the same service with which it wishes to communicate.

(9) Reserved

(10) Reserved

The following table shows the technical specifications packages with which the optional features and functions are available.

	Available with Technical Specifications Package VG-											
	C	1	2	3	4	5	6	7	8	9	10	11	12
C-Type Conditioning	X					X	X	X	X	X	X		
Central Office Bridging Capability	X		X			X	X				X	X	X

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3 Voice Grade Service# (Cont'd)

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

	Available with Technical Specifications Package VG-												
	C	1	2	3	4	5	6	7	8	9	10	11	12
Data Capability	X						X	X			X		
Improved Termination For Effective Four-Wire Transmission	X	X	X	X	X	X	X	X	X	X	X	X	X
Improved Return Loss For Effective Two-Wire Transmission	X		X	X			X	X			X		
Sealing Current Conditioning For Effective Four-Wire Transmission	X					X	X				X		
Signaling Capability	X	X	X	X				X	X	X			

(11) Effective Four-Wire Transmission with Two-Wire Interface

When a customer requests that an effective Four-Wire channel be terminated with a Two-Wire interface at the customer designated premises, then this optional feature applies. Placement of Telephone Company Equipment (Hybrid) is required at the customer's premises to convert the Four-Wire channel to the Two-Wire POT. When this option is ordered, a Four-Wire channel termination charge applies. Per the voice grade technical references, certain voice grade service are always provisioned as Four-Wire services and will be billed as a Four-Wire Channel Termination.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.3.1 WATS Access Line Service#
(A) Basic Channel Description

A WATS Access Line Service is a channel which provides voice frequency transmission capability. The service provides customer premise to customer premise connection through the combination of a WATS Access Connection (WAC), a dedicated channel between the customer's end user's premises and a WATS Serving Office (WSO) equipped with Lineside BSA or Trunkside BSAs service as set forth in Section 6 preceding. The WAC is dedicated to one customer who has the ability to transport traffic interstate.

Certain material previously found on this page can now be found on Original Page 14-112.

Service availability limited. Refer to # footnote on Page 14-112. (N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)

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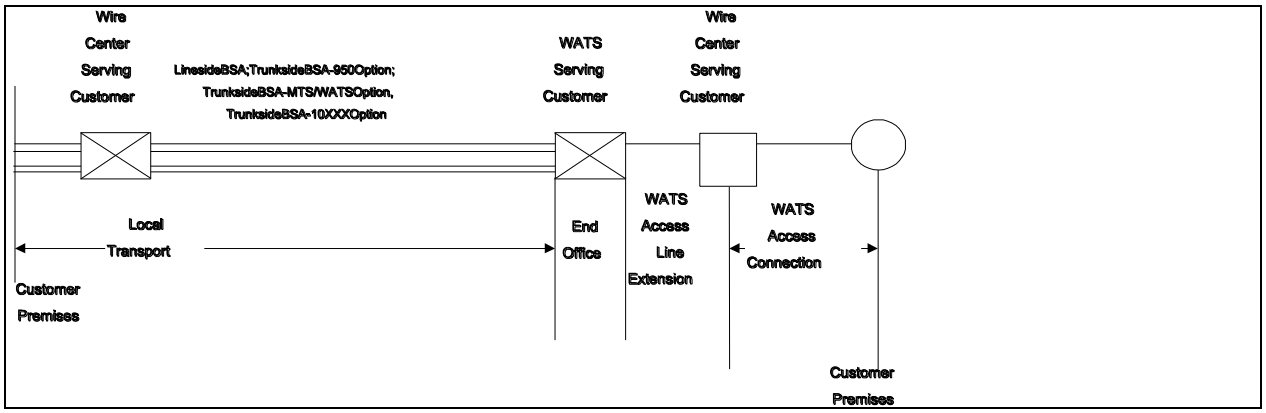
ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.3.1 WATS Access Line Service# (Cont'd)
(A) Basic Channel Description (Cont'd)

The WAC is comprised of a Channel Termination from the customer's end user serving wire center to the customer's end user premises.



WATS Access Line Service is service arranged for originating, terminating or two way transmission to or from an end user's premises at the option of the customer. It is provided with rotary dial or dual tone multifrequency address signaling and with either loop start or ground start signaling. Two way WATS Access Line Service is subject to recording capability and central office capacity.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3.1 WATS Access Line Service# (Cont'd)

(A) Basic Channel Description (Cont'd)

Originating only and Two Way (originating only) WATS Access Line Service customers, at their option and at no charge, may be provided access to test lines in their local central office to test the WATS Access Connection. Access to two types of lines is available, balance (Type 100) and milliwatt (Type 102). Where available, this feature is only provided in Telephone Company electronic end offices in which WATS Access Connections are provided.

(B) Technical Specifications Packages

	Packages WAL -		
Parameters	1	2	3
Attenuation Distortion	X	X	
Bit Error Rate			X
C-Message Noise	X	X	
Echo Control	X	X	
Envelop Delay Distortion	X	X	
Frequency Shift	X	X	
Impulse Noise	X	X	
Intermodulation Distortion	X	X	
Loss Deviation	X	X	
Phase Jitter	X	X	
Signal-to-C Notch Noise	X	X	

WACs are offered as either effective two-wire, effective four-wire, high capacity or improved two-wire access connections. The technical limitations are delineated in Technical Reference GR-334-CORE, Issue 1.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3.1 WATS Access Line Service# (Cont'd)

(C) Channel Interfaces

Compatible channel interfaces are set forth in 7.3.5(D) following.

(D) Optional Features and Functions

(1) Central Office Bridging Capability

(a) Voice Bridging (two-wire and four-wire)

(2) Improved Two-Wire Transmission Specifications

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3.1 WATS Access Line Service# (Cont'd)

(E) Service Provision Restrictions

The provision of WATS Access Line Service, as described in (A), (B), (C) and (D) preceding, is subject to individual state restrictions governing the provision of intrastate access services and intrastate competition in general. Individual state restrictions are as follows:

(1) State of New Jersey

Interexchange carriers are not authorized to offer intrastate intraLATA WATS Service in New Jersey by order of the New Jersey Board of Public Utilities. Intrastate intraLATA calling must conform to the rules and regulations of the New Jersey Board of Public Utilities. Originating intrastate intraLATA WATS calls are subject to blocking or completion by Verizon New Jersey Inc., as directed or allowed by the New Jersey Board of Public Utilities. Terminating intrastate interLATA (Toll Free*) calls should be returned by the customer to Verizon New Jersey Inc. for completion, or if this is not possible due to technical limitations and such calls are completed, billing information should be returned to Verizon New Jersey Inc. to allow Verizon New Jersey Inc. to bill such calls as its own traffic.

* "Toll Free" service includes any access service which utilizes the following NPA's: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.3.1 WATS Access Line Service# (Cont'd)

(E) Service Provision Restrictions

(2) State of Virginia

Interexchange carriers are not authorized to offer intraLATA WATS Service in Virginia by order of the Virginia State Corporation Commission. IntraLATA WATS calls will either be blocked, or diverted to Verizon Virginia LLC for completion, at the customer's option.

(F) WATS Access Line Extensions (WALE)

When WATS Access Line Service is ordered to the end office that normally serves the customer and that office is without WATS screening capability, service is provided from the nearest end office with WATS screening capability (WSO).

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.4 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.5 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.6 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.7 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.8 Digital Data Service#
(A) Basic Channel Description

A Digital Data channel is a channel for duplex transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps. The actual bit rate is a function of the channel interface selected by the customer. The channel provides a synchronous service with timing provided by the Telephone Company through the Telephone Company's facilities to the customer in the received bit stream. Digital Data channels are only available via Telephone Company designated hubs and are provided between customer designated premises between a customer designated premises and a Telephone Company Hub, or between a customer designated premises and a wire center where connection to an advanced data service## occurs. Subrating is not available at the 19.2 kbps speed and the 64 kbps speed requires B8ZS Line Code Formatted Signal.

Service availability limited. Refer to # footnote on Page 14-112. (N)

Advanced data services include frame relay services and ATM-cell relay services.

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 Digital Data Service# (Cont'd)

(B) Technical Specifications Packages

	Package DA-					
Parameter	1	2	3	4	5	6
Error-Free Seconds	X	X	X	X	X	X

The Telephone Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications contained in Technical Reference PUB 62310.

Voltages which are compatible with Digital Data Service are delineated in Technical Reference TR-NWT-000341, Issue 2.

Channel Interface requirements necessary for Secondary Channel Capability are contained in Technical Reference TR-NPL-000157, Issue 2.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 Digital Data Service# (Cont'd)

(C) Channel Interfaces

The following channel interfaces (CIs) define the bit rates that are available for a Digital Data channel:

CI	Bit Rate
DU-24	2.4 kbps
DU-48	4.8 kbps
DU-96	9.6 kbps
DU-19	19.2 kbps
DU-56	56.0 kbps
DU-64	64.0 kbps

Compatible channel interfaces are set forth in 7.3.5(I) following.

(D) Optional Features and Functions

(1) Central Office Bridging Capability

(2) Reserved

(3) Secondary Channel

Secondary Channel (SC) is an optional arrangement which provides a derived lower speed Digital Data companion channel which is independent of the primary Digital Data Service channel. SC allows customers to perform Network Management, diagnostic and maintenance applications on their Digital Data Networks.

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.8 Digital Data Service# (Cont'd)

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

(3) Secondary Channel (Cont'd)

Secondary Channel is provided only at the 2.4, 4.8, 9.6 and 56 kbps DDS speeds and is available as a point-to-point or multipoint service except for multipoint service at 56 Kbps. Due to transmission equipment restrictions, SC cannot be provided on 56 Kbps circuits that require the installation of Loop Repeater equipment.

The Secondary Channel option is only available on new orders for service. The addition of SC to an existing Digital Data Service will be treated as a disconnect of the existing service and a new connect for the service with SC.

The Technical specifications for this feature are as described in Technical Reference TR-NPL-000157, Issue 2. The bit rates of the SC are as shown in the following table:

Digital Data Channel Transmission Speed	Secondary Channel Transmission Speed
2.4 Kbps	133 bps
4.8 Kbps	266 bps
9.6 Kbps	533 bps
56.0 Kbps	2.666 Kbps

The following table shows the technical specifications packages with which the optional features and functions are available.

	Available with Technical Specifications Package DA-			
	1	2	3	4
Central Office Bridging Capability	X	X	X	X
Secondary Channel	X	X	X	X

Service availability limited. Refer to # footnote on Page 14-112. (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service

(A) Basic Channel Description

A High Capacity channel is a channel for the digital transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub, between a customer designated premises and a wire center where connection to an advanced data service# occurs. High Capacity channels 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: (D) (D)

in-service integrated optical service
in-service point to point SONET service

(1) DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with an electrical interface.

(D)
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(D)

(2) DS3 High Capacity/44.736 Mbps Services

DS3 service is available in standard channel termination configurations and is provided with an electrical interface.

Advanced data services include frame relay services and ATM-cell relay services.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

(A) Basic Channel Description (Cont'd)

(2) DS3 High Capacity/44.736 Mbps Services (Cont'd)

DS3 channels can be connected at the wire center serving that premises to individual terminating DS3 channels, individual DS3 channels for multiplexing at designated Hubs, or to other DS3 services for multi-DS3 premises-to-premises connections. DS3 Channel Mileage and the DS3 to DS1 multiplexing function are detariffed. (D) (C)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

(B) Technical Specifications Packages

Parameter	Package 0	1	1C	HC-3
Error-Free Seconds				X

(C) Channel Interfaces

Compatible channel interfaces are set forth in 7.3.5(J) following. The following channel interfaces (CIs) define the bit rates that are available for a High Capacity channel:

CI	Bit Rate
DS-15	1.544 Mbps (DS1)
DS-44	44.736 Mbps (DS3)

(D) Optional Features and Functions

(1) Reserved. (C)

(D)
|
|
|

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

(2) Reserved. (C)

(D)

(D)

(3) Central Office Multiplexing

Central Office Multiplexing is detariffed. (N)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

(D)

(4) Clear Channel Capability (CCC)

(a) CCC is an arrangement that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel or a 1.544 Mbps High Capacity channel subtending from a multiplexed 44.736 Mbps High Capacity channel with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement requires the customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in Technical References GR-54-CORE, Issue 1, and GR-342-CORE, Issue 1.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

(4) Clear Channel Capability (CCC) (Cont'd)

(b) CCC is provided on 1.544 Mbps High Capacity channels between two customer designated premises and on multiplexed 44.736 High Capacity channels or multiplexed 1.544 High Capacity channels* between a telephone company Hub office and a customer designated premises, and is subject to the availability of facilities.

(c) The optional feature may be ordered at the same time the High Capacity service is ordered or it may be ordered as an addition to an existing High Capacity service. Customers must agree to out-of-service periods required to add this feature to an existing High Capacity service.

* Available only in a DS1-to-Digital Multiplexed Configuration.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

(5) Extended Superframe Format

Extended Superframe Format is an optional feature that passes a customer provided framing format for 1.544 Mbps High Capacity service. Extended Superframe Format extends the customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 Kbps 193rd bit position pattern into three distinct functionalities: 2 kbps for frame synchronization, 2 kbps for cyclic redundancy checking, and 4 kbps used for performance monitoring information.

Certain material previously found on this page can now be found on Original Page 7-70.2.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

(6) Shared Network Arrangement

(a) A Shared Network Arrangement is a service offering that enables a customer (the "Service User") to connect subtending services to the multiplexed High Capacity service or IntelliMux® service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing for each. Each customer will be billed for those rate elements associated with his own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. This offering is limited to service configurations where a Service User obtains either subtending Voice Grade or Digital Data Service circuits from a Host's multiplexed DS1 service, or DS1 circuits from a Host's multiplexed DS3 service. (D)

(b) Under the Shared Network Arrangement, the Telephone Company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Telephone Company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records.

(c) Section 7.4.14 contains rate regulations specific to Shared Network Arrangements.

(D)
(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

(D) Optional Features and Functions

(7) Alternate Serving Wire Center

(a) Alternate Serving Wire Center (ASWC) is an optional feature which provides a transmission path for a High Capacity Service between the customer's designated premises and a serving wire center separate from the normal serving wire center.

(b) The Telephone Company will designate the serving wire center to be used as the alternate. The ASWC feature is available where contiguous wire centers with adjacent fiber feeder routes exist. Where facilities are not available, Special Construction rates and regulations may apply as set forth in the appropriate Special Construction tariff. Where service is available, provisioning is based on a Negotiated Interval as described in 5.2.1(B) preceding.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

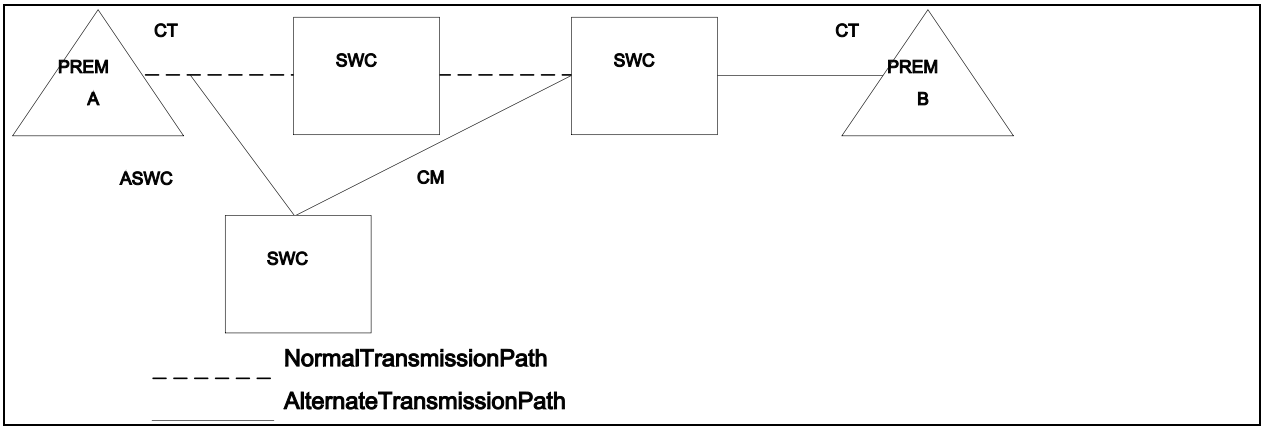
7.2.9 High Capacity Service (Cont'd)

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

(7) Alternate Serving Wire Center (Cont'd)

(c) The monthly rate for Alternate Serving Wire Center associated with a Non-Competitive End User Channel Termination, as specified in 7.5.9(C)(5) following, applies per point of termination, and is in addition to the Channel Terminations and Channel Mileage rates and charges for each High Capacity service provided over the alternate path. (D) (D) (D)

Example: Rate application for a High Capacity service connecting two Non-Competitive End User Channel Terminations via ASWC.



Rate Elements		Applicable Charges
2 Channel Terms (CT)		Monthly and nonrecurring
Channel Mileage (CM)	(detariffed)	Monthly
1 ASWC		Monthly

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.9 High Capacity Service (Cont'd)

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

The following table shows the technical specifications packages with which the optional features and functions are available.

	Available with Technical Specifications Package HC-				
	0	1	1C	3	(D)
Clear Channel Capability		X		X	(D)
Extended Super Frame Format				X	(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.10 Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.11 Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(D)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.12 IntelliMux® Service

IntelliMux® Service is detariffed. (N)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.13 Reserved for Future Use (C)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

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(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 Reserved for Future Use (C)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(A) General (Cont'd)

Technical specifications are delineated in the following Technical References: (T) (T)

GR-253-CORE, Issue 4 (C)(x)
"Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria"

GR-1374-CORE, Issue 1 (T)
"SONET Inter-Carrier Interface Physical Layer Generic Criteria for Carriers"

ANSI T1.105.01-2000 (R2005) (C)(x)
"Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats"

IEEE 802.3-2005/Cor2/D2.0-2007, Telecommunications and information exchange between systems-Local and Metropolitan Areas Networks-Specific Requirements-Part 3. (C)(x)

IEEE 802.3z-1998, Supplement to Standard for Information Technology-Local and Metropolitan Area Networks, Part 3. (C)(x)

(x) GR-253-CORE, Issue 4, replaces GR-253-CORE, Issue 3, in its entirety.
IEEE 802.3-2005/Cor2/D2.0-2007 replaces ANSI X3.802.3 in its entirety.
IEEE 802.3z-1998 replaces ANSI X3.802.3z in its entirety.
ANSI T1.105.01-2000 (R2005) replaces ANSI T1.105-1995 in its entirety.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(B) Definitions

Add/Drop Multiplexing, (ADM): a multiplexing function that allows lower level signals to be added or dropped from an optical carrier channel.

Customer Access Ring, (CAR): a survivable fiber ring that is constructed through at least two Central Offices/Wire Centers. Cars utilize unidirectional path-switched ring ADMs, typically operating at OC3 and OC12 rates.

Enhanced DSR node: See also the definition of Node following. An (T)
enhanced DSR node, available after March 20, 2003, provides (T)
additional feature functionality that is not available with the
existing first-generation DSR nodes. Enhanced DSR nodes are capable (T)
of supporting DS1 and Gigabit Ethernet ports at the OC12, OC48 and
OC192 levels.

Fiber path diversity: the provision of service using at least two fibers placed on physically separate paths, i.e., different conduit runs that do not pass through the same manhole(s). The cable paths are separated by at least 25 feet.

High Speed Interface: a DSR or IOTS rate element on a partial ring (T)
service that allows high speed interconnection of the Company's
facilities to the facilities of the customer or of a third party.
High speed interconnection is provided at a fiber meet location that
is mutually agreed upon by the Company and the customer.

Node: a DSR rate element and a designation of either a customer (T)
location or Company wire center on a SONET ring that has ADM
capability. It is also the address of where a channelized (lower
speed) service originates or terminates on a ring. Generally, the
ring capacity determines the type of node. For DSR, see also (T)
Enhanced DSR node. (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(B) Definitions (M)

Optical Carrier Rate, (OC #): a SONET transmission signal/speed, line rate, or service. The rates are in multiples of an OC1, which is equivalent to an STS1 (51.84 Mbps), SONET's basic rate.

OC(#) Rate	Bandwidth Capacity
3	155.52 Mbps
12	622.08 Mbps
48	2.488 Gbps
192	9.952 Gbps

Optical Carrier Rate Concatenated, (OC#c): a "clear channel" SONET transmission using only one framing format. Generally, an OC3 signal provides three STS1s frame formats with 3 overheads for a total capacity of 2268 bytes per Synchronous Payload envelope (SPE) frame; in an OC3c signal, one STS3c frame format is used with one overhead, increasing the total payload capacity to 2340 bytes per SPE frame. (M)

Material now shown on this page previously appeared on Page 7-99.

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(B) Definitions (Cont'd)

OC12/3, (OC12 over 3): a node designation that denotes a ring line rate of OC12, but with port interface capability and capacity equal to OC3. An OC12 DSR could have one, some or all OC12/3 nodes.

OC12+3, OC48+3,OC192+3,OC192+12,and OC192+48: designations for nodes in ring-on-ring designs; the higher speed ADM is part of the true ring, and the lower speed ADM is connected for the purpose of mapping lower speed services onto the STS1s of the OC12, OC48 or OC192. Both nodes, the lower and higher speed node, of a ring-on-ring arrangement must be located in the same customer premises or wire center.

Port: a DSR rate element that denotes the interface at which a channelized or lower speed service terminates or originates at a DSR node.

Port Node: an arrangement on a DSR that interconnects the main DSR ring with a subtending DSR ring. (N) (N)

SONET, (Synchronous Optical NETwork): an international standard for the transmission of high capacity bandwidth over optical facilities. This synchronous transmission platform utilizes a modular multiplexing approach. Because of the large bandwidth, some of the payload is used to monitor, protect, manage and improve the transmission of the signal.

Subtending Ring: a DSR Service that subtends (interconnects with) a DSR main ring. (N) (N)

Synchronous Transport Signal Level, (STS1): a 51.84 Mbps signal that is the electrical equivalent of the OC1 or a DS3 with additional Mbps devoted to SONET overhead information. An STS1 can carry a DS3 or 28 DS1s when specifically formatted (Mapped). These DS1s may be accessed off-ring using the tariffed DS3 to DS1 multiplexing optional service or at an enhanced node via a DS3 Transmux port.

Transmuxing: the function of a DSR DS3 Transmux port that performs a DS3 to DS1 conversion at a DSR Enhanced Node. The DS3 to DS1 conversion allows a single DSR DS3 Transmux port (which includes a DS3 Transmux Facility to which the DS1 circuits are mapped) to be a facility associated with up to twenty-eight (28) VT1.5 mapped DSR DS1 ports. Such DS3 Transmux Facility will be provisioned upon ordering the associated DS1 Transmux port. Transmuxing within the DSR network retains DS1 visibility allowing for full, proactive maintenance capability of the DS1 signals.

Virtual Tributary, (VT): A SONET structure designed for transport of sub-STS1 payloads. A DS1 is mapped into the SONET format using a VT1.5 as a packaging mechanism that is internal to the SONET signal.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions

(1) Reserved (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

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7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) Reserved (Cont'd) (T)

Certain material previously appearing on this page currently appears in Section 23.1 following

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Service Descriptions (Cont'd)

7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes

This section explains the Channel Interface codes and Network Channel codes that the customer must specify when ordering Special Access Service. Included is an example which explains the specific characters of the code, a glossary of Channel Interface codes, impedance levels, Network Channel codes and compatible Channel Interfaces.

Example: If the customer specifies a MT Network Channel Code and a 2DC8-3 Channel Interface at the customer's premises, the following is being requested:

MT = Metallic Channel with a Predefined Technical Specification Package (1)
2 = Number of physical wires at customer premises
DC = Facility interface for direct current or voltage
8 = Variable impedance level
3 = Metallic facilities (DC continuity) for direct current/low frequency control signals or slow speed data (30 baud)

7.3.1 Glossary of Channel Interface Codes and Options

Code	Option	Definition	
			(D)
			(D)
AC -		accepts 20 Hz ringing signal at customer's end user's point of termination	
AH -		analog high capacity interface	
-	B	60 kHz to 108 kHz (12 channels)	
-	C	312 kHz to 552 kHz (60 channels)	
-	D	564 kHz to 3084 kHz (600 channels)	
CT -		Centrex Tie Trunk Termination	
CX -		Digital Termination on a Switch	
DA -		data stream in VF frequency band at customer's end user's point of termination	
			(D)
			|
			|
			|
			(D)
DC -		direct current or voltage	
-	1	monitoring interface with series RC combination (McCulloh format)	(T)
-	2	Telephone Company energized alarm channel	
-	3	Metallic facilities (DC continuity) for direct current/low frequency control signals or slow speed data (30 baud)	

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.1 Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition	
DD -		DATAPHONE Select-A-Station (and TABS) interface at customer's point of termination	
DE -		DATAPHONE Select-A-Station (and TABS) interface at the customer's end user's point of termination	
DS -		digital hierarchy interface	
-	15	1.544 Mbps (DS1) format per PUB 62411 and Supplement A plus D4	
-	15B	1.544 Mbps (DS1) format per PUB 62411 and Supplement A plus D4 with B8ZS clear channel capability	
-	15E	8-bit PCM encoded in one 64 Kbps of the DS1 signal	
-	15F	8-bit PCM encoded in two 64 Kbps of the DS1 signal	
-	15G	8-bit PCM encoded in three 64 Kbps of the DS1 signal	
-	15H	14/11-bit PCM encoded in six 64 Kbps of the DS1 signal	
-	15J	1.544 Mbps format per Technical Reference GR-54-CORE, Issue 1	
-	15K	1.544 Mbps format per Technical Reference GR-54-CORE, Issue 1, plus extended framing format	
-	15L	1.544 Mbps (DS1) with SF signaling	
-	15S	1.544 Mbps (DS1) with B8ZS clear channel capability per Technical Reference Technical Reference GR-342-CORE, Issue 1, plus extended framing	(D)
			(D)
-	44	44.736 Mbps (DS3)	
	44A	44.736 Mbps (DS3 unchannelized and C-Bit Parity per GR-342	
	44I	44.736 Mbps (DS3) with C-Bit Parity format	
-	44L	44.736 Mbps (DS3) with SF signaling	

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.1 Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition	
DU	-	digital access interface	(M)(y)
	- 19	19.2 kbps	(M)(y)
	- 24	2.4 Kbps	(M)(y)
	- 24S	2.4 Kbps with secondary channel	(M)(y)
	48	4.8 Kbps	(M)(y)
	- 48S	4.8 Kbps with secondary channel	(M)(y)
	56	56.0 Kbps	(M)(y)
	- 56S	56.0 Kbps with secondary channel	(M)(y)
	- 64	64.0 kbps	(M)(y)
	96	9.6 Kbps	(M)(y)
	- 96S	9.6 Kbps with secondary channel	(M)(y)
	- A	1.544 Mbps format per Technical Reference GR-54-	(C)(x)(y)
		CORE, Issue 1	(C)(x)(y)
	- B	1.544 Mbps format per Technical Reference GR-54-	(C)(x)(y)
		CORE, Issue 1 plus D4	(C)(x)(y)
	- D	1.544 Mbps (DS1) format per Technical Reference GR-	(C)(x)(y)
		54-CORE, Issue 1, plus D4 with B8ZS clear channel	(C)(x)(y)
		capability	(M)(y)
	- C	1.544 Mbps format per Technical Reference GR-54-	(C)(x)(y)
		CORE, Issue 1, plus extended framing format	(C)(x)(y)
	- S	1.544 Mbps (DS1) with B8ZS clear channel Capability	(M)(y)
		per Technical Reference GR-54-CORE, Issue 1, plus	(C)(x)(y)
		extended framing	(M)(y)

(x) GR-54-CORE, Issue 1, replaces PUB 62411, PUB 62411A, and TR-NPL-000054 in their entirety.

(y) Certain material currently appearing on this page previously appeared on Original Page 7-140

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7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.1 Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition	
			(D)
			(D)
DY -		duplex signaling interface at customer's end user's point of termination	
EA -	E	Type I E&M Lead Signaling. Customer at POT or customer's end user at POT originates on E Lead.	
EA -	M	Type I E&M Lead Signaling. Customer at POT or customer's end user at POT originates on M Lead.	
EB -	E	Type II E&M Lead Signaling. Customer at POT or customer's end user at POT originates on E Lead.	
EB -	M	Type II E&M Lead Signaling. Customer at POT or customer's end user at POT originates on M Lead.	
EC -		Type III E&M signaling at customer POT	
EX -	A	tandem channel unit signaling for loop start or ground start and customer supplies open end (dial tone, etc.) functions.	
EX -	B	tandem channel unit signaling for loop start or ground start and customer supplies closed end (dial pulsing, etc.) functions.	(D)
GO -		ground start loop signaling - open end function by customer or customer's end user	(D)
GS -		ground start loop signaling - closed end function by customer or customer's end user	
-	C	Centrex foreign exchange termination	
-	M	for terminating in central office located answering service concentrator	

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.1 Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition	
IA -		E.I.A. (25 pin RS-232)	
LA -		end user loop start loop signaling - Type A OPS registered port open end	
LB -		end user loop start loop signaling - Type B OPS registered port open end	
LC -		end user loop start loop signaling - Type C OPS registered port open end	(D)
LO -		loop start loop signaling - open end function by customer or customer's end user	(D) (D)
LS -		loop start loop signaling - closed end function by customer or customer's end user	
NO -		no signaling interface, transmission only	
OP -		Optical Parameter	
-	F	Facility	(D) (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.1 Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition	
PR -		protective relaying*	
RV -	O	reverse battery signaling, one way operation, originate by customer	
-	T	reverse battery signaling, one way operation, terminate function by customer or customer's end user	
SF -		single frequency signaling with VF band at customer's end user POT	(D)
SO -		SONET/SONET Digital Hierarchy Optical Interface	
SN -		SONET Network	
-	F	Facility	
TF -		telephotograph interface	

(D)
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|
|
|
(D)

* Available only for the transmission of audio tone protective relaying signals used in the protection of electric power systems during fault conditions.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

(D)

(D)

7.3.2 Impedance

The nominal reference impedance with which the channel will be terminated for the purpose of evaluating transmission performance:

Value (ohms)	Code(s)
110	0
150	1
600	2
900	3+
135	5
75	6
124	7
Variable	8
100	9

+ For those interface codes with a 4-wire transmission path at the customer designated POT, rather than a standard 900 ohm impedance, the code (3) denotes a customer provided transmission equipment termination. Such terminations were provided to customers in accordance with the F.C.C. Docket No. 20099 Settlement Agreement. (T)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.3 Digital Hierarchy Channel Interface Codes (4DS)

This interface is available to customers that select the multiplexed four-wire DSX-1 or higher facility interface option at the customer designated premises. Customers who have installed multiplexed DS1 systems to a Facility Hub and are connecting individual facilities to these systems to complete service arrangements will be requested to provide subsequent system and channel assignment data. Customers who request these interfaces in conjunction with other compatible non digital interfaces without system and channel assignment data will be provided service, where facilities permit, on Telephone Company DS1 Facilities Inventory. The various digital bit rates in the digital hierarchy employ the channel interface code 4DS9, 4DS0 or 4DS6 plus the speed options indicated below:

Electrical Interface Code and Speed Option	Nominal Bit Rate (Mbps)	Digital Hierarchy Level	
4DS9-15	1.544	DS1	(D)
4DS6-44	44.736	DS3	

(D)
|
|
|
|
|
(D)

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7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.4 Service Designator/Network Channel Code Conversion Table

The purpose of this table is to show the relationship between the service designator codes (e.g., VGC, etc.) and the network channel codes that are used for various administrative purposes. (D)

Service Designator Code	Network Channel Code
VGC	LQ
VG1	LB
VG2	LC

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.4 Service Designator/Network Channel Code Conversion Table (Cont'd)

Service Designator Code	Network Channel Code	
VG3	LD	(D)
VG4	LE	|
VG5	LF	(D)
VG6	LG	
VG7	LH	
VG8	LJ	
VG9	LK	
VG10	LN	
VG11	LP	
VG12	LR	
WAC	SE	
WAC	SF	
DA1	XA	
DA2	XB	
DA3	XG	
DA4	XH	
DA5	XE	
DA6	YN	
HC0	HS	
HC1	HC	
HC1C	HD	
HC3	HF	
HC3C	HF, QTY 3	(D)
		(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces

The following tables show the channel interface codes (CIs) which are compatible:

(A) Reserved (C)(D)

(B) Reserved (C)(D)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade

Compatible CIs		Compatible CIs		Compatible CIs	
4AB2	4AB2	4AH6-C	4DA2	4AH6-D	2DY2
		4AH6-C	2DA2	4AH6-C	9DY2
4AB2	4AC2			4AH6-C	9DY3
4AB3	4AC2	4AH5-B	6DA2	4AH6-C	6DY2
4AB2	2AC2	4AH5-B	4DA2	4AH6-C	6DY3
4AB3	2AC2	4AH5-B	2DA2	4AH6-C	4DY2
2AB2	2AC2			4AH6-C	2DY2
2AB3	2AC2	4AH6-D	4DE2	4AH5-B	9DY2
		4AH6-C	4DE2	4AH5-B	9DY3
4AB2	4SF2	4AH5-B	4DE2	4AH5-B	6DY2
4AB3	4SF2	4AH6-D	2DE2	4AH5-B	6DY3
4AC2	4AC2	4AH6-C	2DE2	4AH5-B	4DY2
4AC2	2AC2	4AH5-B	2DE2	4AH5-B	2DY2
4AH6-D	4AC2	4AH6-D	4DX3	4AH6-D	9EA2
4AH6-D	2AC2	4AH6-C	4DX3	4AH6-D	9EA3
4AH6-C	4AC2	4AH5-B	4DX3	4AH6-D	6EA2-E
4AH6-C	2AC2	4AH6-D	4DX2	4AH6-D	6EA2-M
4AH5-B	2AC2	4AH6-C	4DX2	4AH6-D	4EA2-E
4AH5-B	4AC2	4AH5-B	4DX2	4AH6-D	4EA2-M
				4AH6-C	9EA2
4AH6-D	2CT3	4AH6-D	9DY2	4AH6-C	9EA3
4AH6-C	2CT3	4AH6-D	9DY3	4AH6-C	6EA2-E
4AH5-B	2CT3	4AH6-D	6DY2		
		4AH6-D	6DY3		
4AH6-D	6DA2	4AH6-D	4DY2		
4AH6-D	4DA2				
4AH6-D	2DA2				
4AH6-C	6DA2				

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
4AH6-C	6EA2-M	4AH6-D	6GS2	4AH6-D+	2LO2
4AH6-C	4EA2-E	4AH6-D	4GS2	4AH6-C+	2LO3
4AH6-C	4EA2-M	4AH6-D	2GS3*	4AH6-C+	2LO2
4AH5-B	9EA2	4AH6-D	2GS2	4AH5-B+	2LO3
4AH5-B	9EA3	4AH6-C	6GS2	4AH5-B+	2LO2
4AH5-B	6EA2-E	4AH6-C	4GS2		
4AH5-B	6EA2-M	4AH6-C	2GS3*	4AH6-D+	4LR2
4AH5-B	4EA2-E	4AH6-C	2GS2	4AH6-D+	2LR2
4AH5-B	4EA2-M	4AH5-B	6GS2	4AH6-C+	4LR2
		4AH5-B	4GS2	4AH6-C+	2LR2
4AH6-D	8EB2-E	4AH5-B	2GS3*	4AH5-B+	4LR2
4AH6-D	8EB2-M	4AH5-B	2GS2	4AH5-B+	2LR2
4AH6-D	6EB2-E				
4AH6-D	6EB2-M	4AH6-D	2LA2	4AH6-D+	6LS2
4AH6-C	8EB2-E	4AH6-C	2LA2	4AH6-D+	4LS2
4AH6-C	8EB2-M	4AH5-B	2LA2	4AH6-D+	2LS2
4AH6-C	6EB2-E			4AH6-D+	2LS3**
4AH6-C	6EB2-M	4AH6-D	2LB2	4AH6-C+	6LS2
4AH5-B	8EB2-E	4AH6-C	2LB2	4AH6-C+	4LS2
4AH5-B	8EB2-M	4AH5-B	2LB2	4AH6-C+	2LS2
4AH5-B	6EB2-E			4AH6-C+	2LS3**
4AH5-B	6EB2-M	4AH6-D	2LC2	4AH5-B+	6LS2
		4AH6-C	2LC2	4AH5-B+	4LS2
4AH6-D	2G02	4AH5-B	2LC2	4AH5-B+	2LS2
4AH6-D	2G03			4AH5-B+	2LS3**
4AH6-C	2G02	4AH6-D	2LO3		
4AH6-C	2G03				
4AH5-B	2G02				
4AH5-B	2G03				

* The "C" and "M" options as described in 7.3.1 preceding are also available with this combination (i.e., 2GS3-C or 2GS3-M).

** The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs		Compatible CIs	
4AH6-D	4NO2	4AH6-D	4TF2	2CT3	4SF2	4DS9-*	4AC2
4AH6-D	2NO2	4AH6-D	2TF2	2CT3	4SF3	4DS9-*	2AC2
4AH6-C	4NO2	4AH6-C	4TF2	2CT3	6EB2-E	4DS9-*	6DA2
4AH6-C	2NO2	4AH6-C	2TF2	2CT3	6EB2-M	4DS9-*	4DA2
4AH5-B	4NO2	4AH5-B	4TF2	2CT3	6EB3-E	4DS9-*	2DA2
4AH5-B	2NO2	4AH5-B	2TF2	2CT3	8EB2-E		
		2CT3	2CT3	2CT3	8EB2-M	4DS9-*	4DE2
4AH6-D	4PR2	2CT3	4DS9-*	2CT3	8EC2	4DS9-*	2DE2
4AH6-D	2PR2			4CT2	4DX2	4DS9-*	4DX3
4AH6-C	4PR2	2CT3	6DX2	4CT2	4DS9-*	4DS9-*	4DX2
4AH6-C	2PR2	2CT3	4DX2	4CT2	4SF2		
4AH5-B	4PR2	2CT3	4DX3	4CT2	6EA2-E		
4AH5-B	2PR2			4CT2	6EA2-M		
		2CT3	9DY3	4CT2	8EB2-E	4DS9-*	9DY3
4AH6-D	4RV2-T	2CT3	6DY3	4CT2	8EB2-M	4DS9-*	9DY2
4AH6-D	2RV2-T	2CT3	9DY2	4CT2	8EC2	4DS9-*	6DY3
				6DA2	6DA2		
4AH6-C	4RV2-T	2CT3	6DY2	6DA2	4DA2	4DS9-*	6DY2
4AH6-C	2RV2-T	2CT3	4DY2	6DA2	2DA2	4DS9-*	4DY2
			4DA2	4DA2			
4AH5-B	4RV2-T	2CT3	2DY2	4DA2	2DA2	4DS9-*	2DY2
4AH5-B	2RV2-T			2DA2	2DA2		
		2CT3	9EA3	4DB2	6DA2	4DS9-*	9EA2
4AH6-D	4SF2	2CT3	9EA2	4DB2	4DA2	4DS9-*	9EA3
4AH6-C	4SF2	2CT3	6EA2-E	4DB2	2DA2	4DS9-*	6EA2-E
4AH5-B	4SF2	2CT3	6EA2-M	2DB3	2DA2	4DS9-*	6EA2-M
4AH6-D	4SF3	2CT3	4EA2-E	2DB2	2DA2	4DS9-*	4EA2-E
4AH6-C	4SF3	2CT3	4EA2-M	4DB2	4DB2	4DS9-*	4EA2-M
4AH5-B	4SF3			4DB2	4NO2		
				4DB2	4NO2		
				2DB2	2NO2		
				4DB2	4PR2		
				4DB2	2PR2		
				2DB2	2PR2		
				4DD3	4DE2		
				4DD3	2DE2		

* See 7.3.3 preceding for explanation.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
4DS9-*	8EB2-E	4DS9-*	4NO2	4DX3	9DY2
4DS9-*	8EB2-M	4DS9-*	2NO2	4DX2	6DY3
4DS9-*	6EB2-E			4DX3	6DY3
4DS9-*	6EB2-M	4DS9-*	4PR2	4DX2	6DY2
		4DS9-*	2PR2	4DX3	6DY2
4DS9-*	2GO2			4DX2	4DY2
4DS9-*	2GO3	4DS9-*	4RV2-T	4DX3	4DY2
		4DS9-*	2RV2-T	4DX2	2DY2
4DS9-*	6GS2	4DS9-*	2RV3-O	4DX3	2DY2
4DS9-*	4GS2	4DS9-*	4SF2		
4DS9-*	2GS2	4DS9-*	4SF3	6DX2	9EA3
4DS9-*	2GS3**			6DX2	9EA2
		4DS9-*	4TF2	6DX2	6EA2-E
4DS9-*	2LA2	4DS9-*	2TF2	6DX2	6EA2-M
				6DX2	4EA2-E
4DS9-*	2LB2	4DX2	4DX2	6DX2	4EA2-M
		4DX3	4DX2	4DX2	9EA2
4DS9-*	2LC2	4DX3	4DX3	4DX3	9EA2
				4DX2	9EA3
4DS9-*	2LO2	6DX2	9DY3	4DX3	9EA3
4DS9-*	2LO3	6DX2	9DY2	4DX2	6EA2-E
		6DX2	6DY3	4DX3	6EA2-E
4DS9-*	4LR2	6DX2	6DY2	4DX2	6EA2-M
4DS9-*	2LR2	6DX2	4DY2	4DX3	6EA2-M
		6DX2	2DY2	4DX2	4EA2-E
4DS9-*	6LS2	4DX2	9DY3	4DX3	4EA2-E
4DS9-*	4LS2	4DX3	9DY3	4DX2	4EA2-M
4DS9-*	2LS2	4DX2	9DY2	4DX3	4EA2-M
4DS9-*	2LS3***				

* See 7.3.3 preceding for explanation.

** The "C" and "M" options as described in 7.3.1 preceding are also available with this combination (i.e., 2GS3-C or 2GS3-M).

*** The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

ACCESS SERVICE

. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
6DX2	8EB2-E	4DX2	6LS2	9DY2	6DY3
6DX2	8EB2-M	4DX3	6LS2	9DY3	4DY2
6DX2	6EB2-E	4DX3	4LS2	9DY2	4DY2
6DX2	6EB2-M	4DX2	4LS2	9DY2	2DY2
4DX2	8EB2-E	4DX3	2LS3*	9DY3	2DY2
4DX2	8EB2-M	4DX2	2LS3*	6DY3	6DY3
4DX3	8EB2-E	4DX3	2LS2	6DY3	6DY2
4DX3	8EB2-M	4DX2	2LS2	6DY2	6DY2
4DX2	6EB2-E	2DX3	2LS2	6DY3	4DY2
4DX2	6EB2-M	2DX3	2LS3*	6DY3	2DY2
4DX3	6EB2-E			6DY2	4DY2
4DX3	6EB2-M	4DX3	4RV2-T	6DY2	2DY2
		4DX2	4RV2-T	4DY2	2DY2
4DX2	2LA2	4DX3	2RV2-T	4DY2	4DY2
4DX3	2LA2	4DX2	2RV2-T	2DY2	2DY2
2DX3	2LA2	4DX2	2RV3-O	6EA2-E	4AC2
		6DX2	4SF2	6EA2-M	4AC2
4DX2	2LB2	4DX2	4SF2	6EA2-E	2AC2
4DX3	2LB2	4DX3	4SF2	6EA2-M	2AC2
2DX3	2LB2	4DX2	4SF3		
		4DX3	4SF3	9EA2	9DY3
4DX2	2LC2			9EA2	9DY2
4DX3	2LC2	9DY3	9DY3	9EA2	6DY3
2DX3	2LC2	9DY3	9DY2	9EA2	6DY2
		9DY2	9DY2	9EA2	4DY2
4DX2	2LO3	9DY3	6DY3	9EA2	2DY2
4DX3	2LO3	9DY3	6DY2	9EA3	9DY3
2DX3	2LO3	9DY2	6DY2		

* The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
9EA3	9DY2	4EA2-M	9DY2	4EA3-E	9EA2
9EA3	6DY3	4EA2-M	6DY3	4EA3-E	9EA3
9EA3	6DY2	4EA2-M	6DY2	4EA2-M	4EA2-M
9EA3	4DY2	4EA2-M	4DY2		
9EA3	2DY2	4EA2-M	2DY2	9EA2	8EB2-E
6EA2-E	9DY3			9EA2	8EB2-M
6EA2-E	9DY2	9EA2	9EA2	9EA2	6EB2-E
6EA2-E	6DY3	9EA2	9EA3	9EA2	6EB2-M
6EA2-E	6DY2	9EA2	6EA2-E	9EA3	8EB2-E
6EA2-E	4DY2	9EA2	6EA2-M	9EA3	8EB2-M
6EA2-E	2DY2	9EA2	4EA2-E	9EA3	6EB2-E
6EA2-M	9DY3	9EA2	4EA2-M	9EA3	6EB2-M
6EA2-M	9DY2	9EA3	9EA3	6EA2-E	8EB2-E
6EA2-M	6DY3	9EA3	6EA2-E	6EA2-E	8EB2-M
6EA2-M	6DY2	9EA3	6EA2-M	6EA2-E	6EB2-E
6EA2-M	4DY2	9EA3	4EA2-E	6EA2-E	6EB2-M
6EA2-M	2DY2	9EA3	4EA2-M	6EA2-M	8EB2-E
4EA2-E	9DY3	6EA2-E	6EA2-E	6EA2-M	8EB2-M
4EA2-E	9DY2	6EA2-E	6EA2-M	6EA2-M	6EB2-E
4EA3-E	9DY3	6EA2-M	6EA2-M	6EA2-M	6EB2-M
4EA3-E	9DY2	6EA2-E	4EA2-E	4EA2-E	8EB2-E
4EA3-E	6DY3	6EA2-E	4EA2-M	4EA2-E	8EB2-M
4EA3-E	6DY2	6EA2-M	4EA2-E	4EA3-E	8EB2-E
4EA3-E	4DY2	6EA2-M	4EA2-M	4EA3-E	8EB2-M
4EA3-E	2DY2	4EA2-E	4EA2-E	4EA2-E	6EB2-E
4EA2-E	6DY3	4EA3-E	6EA2-E	4EA2-E	6EB2-M
4EA2-E	6DY2	4EA3-E	6EA2-M	4EA3-E	6EB2-E
4EA2-E	4DY2	4EA3-E	4EA2-E	4EA3-E	6EB2-M
4EA2-E	2DY2	4EA3-E	4EA2-M	4EA2-M	8EB2-E
4EA2-M	9DY3	4EA2-E	4EA2-M		

ACCESS SERVICE

. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
4EA2-M	8EB2-M	9EA3	4SF2	6EB3-E	9DY2
4EA2-M	6EB2-E	9EA2	4SF2	6EB3-E	9DY3
4EA2-M	6EB2-M	6EA2-E	4SF3	6EB2-E	6DY2
		6EA2-M	4SF3	6EB3-E	6DY2
6EA2-E	2LA2	6EA2-E	4SF2	6EB2-E	6DY3
6EA2-M	2LA2	6EA2-M	4SF2	6EB3-E	6DY3
		4EA3-E	4SF2	6EB2-E	4DY2
6EA2-E	2LB2	4EA2-E	4SF2	6EB3-E	2DY2
6EA2-M	2LB2	4EA2-M	4SF2	6EB3-E	4DY2
				6EB2-M	9DY2
6EA2-E	2LC2	8EB2-E	4AC2	6EB2-M	9DY3
6EA2-M	2LC2	8EB2-M	4AC2	6EB2-M	6DY2
		8EB2-E	2AC2	6EB2-M	6DY3
6EA2-E	2LO3	8EB2-M	2AC2	6EB2-M	4DY2
6EA2-M	2LO3			6EB2-E	2DY2
		8EB2-E	9DY3	6EB2-M	2DY2
6EA2-E	6LS2	8EB2-E	9DY2		
6EA2-M	6LS2	8EB2-E	6DY3	6EB3-E	9EA2
6EA2-E	4LS2	8EB2-E	6DY2	6EB3-E	9EA3
6EA2-M	4LS2	8EB2-E	4DY2	6EB3-E	6EA2-E
6EA2-E	2LS2	8EB2-E	2DY2	6EB3-E	6EA2-M
6EA2-M	2LS2	8EB2-M	9DY3	6EB3-E	4EA2-E
6EA2-E	2LS3*	8EB2-M	9DY2	6EB3-E	4EA2-M
6EA2-M	2LS3*	8EB2-M	6DY3		
		8EB2-M	6DY2	8EB2-E	8EB2-E
6EA2-E	4RV2-T	8EB2-M	4DY2	8EB2-E	8EB2-M
6EA2-M	4RV2-T	8EB2-M	2DY2	8EB2-M	8EB2-M
6EA2-E	2RV2-T	6EB2-E	9DY2	8EB2-E	6EB2-E
6EA2-M	2RV2-T				
6AE2-E	2RV3-O	6EB2-E	9DY3	8EB2-E	6EB2-M
6AE2-M	2RV3-O				

* The "M" option as described in 7.3.1 preceding is also available with this combination.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
8EB2-M	6EB2-E	8EB2-E	4RV2-T	8EC2	8EB2-M
8EB2-M	6EB2-M	8EB2-M	4RV2-T	8EC2	6EB2-E
6EB2-E	6EB2-E	8EB2-E	2RV2-T	8EC2	6EB2-M
		8EB2-M	2RV2-T		
6EB2-E	6EB2-M	8EB2-E	2RV3-O		
6EB3-E	8EB2-E	8EB2-M	2RV3-O	8EC2	4SF2
6EB3-E	8EB2-M	8EB2-E	4SF2		
6EB2-M	6EB2-M	8EB2-M	4SF2	6EX2-B	2G03
		8EB2-E	4SF3		
8EB2-E	2LA2	8EB2-M	4SF3	6EX2-A	6GS2
8EB2-M	2LA2	6EB3-E	4SF2	6EX2-A	4GS2
		6EB2-E	4SF2	6EX2-A	2GS2
8EB2-E	2LB2	6EB2-M	4SF2	6EX2-A	2GS3**
8EB2-M	2LB2				
		8EC2	9DY2	6EX2-B	2LA2
8EB2-E	2LC2	8EC2	9DY3		
8EB2-M	2LC2	8EC2	6DY2	6EX2-B	2LB2
		8EC2	6DY3		
8EB2-E	2LO3	8EC2	4DY2	6EX2-B	2LC2
8EB2-M	2LO3	8EC2	2DY2		
				6EX2-B	2LO2
8EB2-E	6LS2	8EC2	9EA2	6EX2-B	2LO3
8EB2-M	6LS2	8EC2	9EA3		
8EB2-E	4LS2	8EC2	6EA2-E	6EX2-B	4LR2
8EB2-M	4LS2	8EC2	6EA2-M	6EX2-B	2LR2
8EB2-E	2LS2	8EC2	4EA2-E		
8EB2-M	2LS2	8EC2	4EA2-M	6EX2-A	6LS2
8EB2-E	2LS3*			6EX2-A	4LS2
8EB2-M	2LS3*	8EC2	8EB2-E	6EX2-A	2LS2
				6EX2-A	2LS3

* The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

** The "C" and "M" options as described in 7.3.1 preceding are also available with this combination (i.e., 2GS3-C or 2GS3-M).

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
6EX2-A	4SF2	6LO2	6LS2	4LR2	4SF2
6EX2-B	4SF2	6LO2	4LS2	4LR3	4SF2
		6LO2	2LS2		
6GO2	6GS2	6LO2	2LS3**	6LS2	2LA2
6GO2	4GS2	4LO2	6LS2	4LS2	2LA2
6GO2	2GS2	4LO2	4LS2	4LS3	2LA2
6GO2	2GS3*	4LO3	6LS2	2LS2	2LA2
4GO2	6GS2	4LO3	4LS2	2LS3**	2LA2
4GO3	6GS2	4LO3	2LS3**		
4GO2	4GS2	4LO3	2LS2	6LS2	2LB2
4GO3	4GS2	4LO2	2LS2	4LS2	2LB2
4GO2	2GS2	4LO2	2LS3**	4LS3	2LB2
4GO2	2GS3*	2LO3	2LS3**	2LS2	2LB2
4GO3	2GS2	2LO3	2LS2	2LS3**	2LB2
4GO3	2GS3*	2LO2	2LS2		
2GO2	2GS2	2LO2	2LS3**	6LS2	2LC2
2GO3	2GS2			4LS2	2LC2
2GO2	2GS3*	6LO2	4SF2	4LS3	2LC2
2GO3	2GS3*	4LO2	4SF2	2LS2	2LC2
		4LO3	4SF2	2LS3**	2LC2
6GO2	4SF2				
4GO2	4SF2	4LR3	4LR2	6LS2	2LO3
4GO3	4SF2	4LR3	2LR2	6LS2	2LO2
		4LR2	4LR2	4LS2	2LO2
6GS2	2GO2	4LR2	2LR2	4LS2	2LO3
4GS2	4GO2	2LR2	2LR2	4LS3	2LO2
4GS2	2GO2	2LR3	2LR2	4LS3	2LO3
4GS3	2G02				
4GS2	2GO3				

* The "C" and "M" options as described in 7.3.1 preceding are also available with this combination (i.e., 2GS3-G or 2GS3-M).

** The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs		Compatible CIs		Compatible CIs	
6LS2	4SF2	4SF3	9DY2	4SF3	2LA2
4LS3	4SF2	4SF2	9DY3		
		4SF3	6DY3	4SF2	2LB2
4NO2	6DA2	4SF2	6DY2	4SF3	2LB2
4NO2	4DA2	4SF2	6DY3		
4NO2	2DA2	4SF3	6DY2	4SF2	2LC2
2NO2	6DA2	4SF2	4DY2	4SF3	2LC2
2NO2	4DA2	4SF3	4DY2		
2NO2	2DA2				
4NO2	4DE2	4SF3	2DY2	4SF2	2LO3
4NO2	2DE2	4SF2	2DY2	4SF3	2LO3
4NO2	4NO2	4SF3	9EA2	4SF2	2LR2
4NO2	2NO2	4SF3	9EA3	4SF3	4LR2
2NO2	2NO2	4SF3	4EA2-E	4SF3	2LR2
2NO3	2NO2	4SF3	4EA2-M		
				4SF3	6LS2
2NO3	2PR2	4SF3	6EB2-E	4SF2	4LS2
		4SF3	6EB2-M	4SF3	4LS2
4RV2-O	4RV2-T			4SF2	2LS2
4RV2-O	2RV2-T	4SF2	2GO3	4SF2	2LS3**
2RV2-O	2RV2-T			4SF3	2LS2
2RV3-O	4RV2-T	4SF3	6GS2	4SF3	2LS3**
4RV2-O	4SF2	4SF2	6GS2		
		4SF2	4GS2	4SF3	4RV2-T
4SF2	4AC2	4SF3	4GS2	4SF2	4RV2-T
4SF2	2AC2	4SF2	2GS2	4SF2	2RV2-T
				4SF2	2RV3-O
		4SF2	2GS3*	4SF3	2RV2-T
4SF3	9DY3	4SF3	2GS2		
4SF2	9DY2	4SF3	2GS3*	4SF3	4SF3
		4SF2	2LA2		

* The "C" and "M" options as described in 7.3.1 preceding are also available with this combination (i.e., 2GS3-G or 2GS3-M).

** The "M" option as described in 7.3.1 preceding is also available with this combination (i.e., 2LS3-M).

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(C) Voice Grade (Cont'd)

Compatible CIs	
6LS2	4SF2
4LS3	4SF2
4NO2	6DA2
4NO2	4DA2
4NO2	2DA2

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(D) WATS Access Line Service

Compatible CIs		Compatible CIs		Compatible CIs	
4DS9*	4DS9*	2LO3	4DS9*	2RV3-0	4RV2-0
2GO3	4DS9*	2LO3	2LS2	4RV2-0	4DS9*
2GO3	2GS2	2LO3	4LS2	4RV2-0	2RV2-T
2GO3	2GS3	4LO2	4DS9*	4RV2-0	2RV3-T
2GO3	4GS3	4LO2	2LS2	4RV2-0	4RV2-0
4GO2	4DS9*	4LO2	4LS2		
4GO2	2GS2	2RV3-0	4DS9*		
4GO2	2GS3	2RV3-0	2RV2-T		
4GO2	4GS2	2RV3-0	2RV3-T		

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(E) Reserved (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(G) Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(H) Reserved for Future Use (C)

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(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(I) Digital Data

Compatible CIs		Compatible CIs		Compatible CIs		
		4DS9-15	6DU5-48	4DU5-96	4DU5-96	(D)
4DS9-15	4DU5-24	4DS9-15	6DU5-56	6DU5-24	6DU5-24	
4DS9-15	4DU5-48	4DS9-15	6DU5-96	6DU5-48	6DU5-48	
4DS9-15	4DU5-56	4DU5-24	4DU5-24	6DU5-56	6DU5-56	
4DS9-15	4DU5-96	4DU5-48	4DU5-48	6DU5-96	6DU5-96	
4DS9-15	6DU5-24	4DU5-56	4DU5-56			
4DS9-15	4DU5-24S	4DS9-15	6DU5-48S	4DU5-96S	4DU5-96S	
4DS9-15	4DU5-48S	4DS9-15	6DU5-56S	6DU5-24S	6DU5-24S	
4DS9-15	4DU5-56S	4DS9-15	6DU5-96S	6DU5-48S	6DU5-48S	
4DS9-15	4DU5-96S	4DU5-24S	4DU5-24S	6DU5-56S	6DU5-56S	
4DS9-15	6DU5-24S	4DU5-48S	4DU5-48S	6DU5-96S	6DU5-96S	
		4DU5-56S	4DU5-56S			
4DS9-15	4DU5-19					
4DS9-15	4DU5-64					
4DU5-19	4DU5-19					
4DU5-64	4DU5-64					

(D)
(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

7.3.5 Compatible Channel Interfaces (Cont'd)

(J) High Capacity

Compatible CIs		Compatible CIs	
		4DS9-15	6DU8-B
		4DS9-15	4DU8-B
		4DS9-15J	6DU8-A
		4DS9-15J	4DU8-A
		4DS9-15K	6DU8-B
		4DS9-15K	4DU8-B
4DS6-44	4DS6-44	4DS9-15K	4DU8-C
4DS6-44	6DU8-A,B or C	4DS9-15K	4DU8-C
4DS6-44	4DU8-A,B or C		
			(D)
4DS9-15J	4DS9-15J		
4DS9-15K	4DS9-15K	4DU8-A,B or C	4DU8-A,B or C
4DS6-44C	4DS9-15	4DS6-44	4DS9-15
4DS6-44C	4DS9-15J	4DS6-44	4DS9-15J
4DS6-44C	4DS9-15K	4DS6-44	4DS9-15K
4DS6-44C	4DU8-A,B or C	4DS6-44C	4DS6-44C
4DS6-44C	4DS6-44	4DS6-44	4DU9-D
4DS6-44C	6DU8-A,B or C	4DS6-44	4DU9-S
4DS6-44	2FCF-45	4DS6-44	4DU9-C
4DS6-44C	2FCF-13	4DS6-44	4DU9-B
4DS6-44G	2FCF-54	4DS6-44	4DS9-15B
2FCF-54	2FCF-54	4DS6-44	4DS9-15S
4DS6-44G	4DS6-44G	4DS9-15S	4DS9-15S
01FCF.X	01FCF.X	4DU9-D	4DU9-D
		4DU9-S	4DU9-S
4DS9-15B	4DS9-15B	4DS9-15B	4DU9-D
4DS9-15K	4DS9-15K	4DS9-15S	4DU9-S
4DS6.44A	4DS6.44A	4DS6.44I	4DS6.44I

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.3 Channel Interface and Network Channel Codes (Cont'd)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations

Subject to Section 1.1 preceding, this section contains the specific regulations governing the rates and charges that apply for Special Access Service.

7.4.1 Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and nonrecurring charges. Price Cap rates may be differentiated by "Rate Zones".

Rate Zones are defined in Section 2.6 and are listed in Section 14.6.

Competitive Counties and Non-Competitive Counties are defined in Section 2.6 and the wire centers within such counties are listed in Section 14.8. (D)

(D)

The three types of rates and charges are described as follows:

(A) Monthly Rates

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

(D)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(A) Monthly Rates (Cont'd)

(1) Channel Termination Monthly Rates

The channel termination rate structure for DS3 High Capacity Services differs based upon whether or not the channel termination is at a Primary or Secondary Premises. A Primary Premises, which is detariffed, is a customer designated premises where a DS3 High Capacity Service circuit/channel is either originated or terminated. Only one end of the channel can be a Primary Premises. A Secondary Premises is any customer-designated premises other than the Primary Premises. (C) (C)

If one end of a DS3 High Capacity Service channel is either connected to or derived from a higher speed facility (e.g., DSR), the customer location with the DS3 High Capacity channel termination is classified as a Secondary Premises. An alternately routed channel termination will have the same classification (primary or secondary) as the associated DS3 High Capacity Service channel termination. (C) | (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(A) Monthly Rates (Cont'd)

(1) Channel Termination Monthly Rates (Cont'd)

(D)

A secondary premises channel termination monthly rate applies to channel terminations at secondary premises locations.

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(B) Reserved (C)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service changes. (D)

The nonrecurring charge rate structure applicable to the installation of access service may consist of "first" and "additional" charges, except for DS3 Service Entrance Facilities and Channel Termination, where only one rate applies. For each rate element ordered, the "first" charges apply to the first rate element (e.g., port or channel termination) specified on the service order. The "additional" charges will apply to each additional same-type rate element specified on the same service order, with the same date due, and at or between the same end points. (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(1) Installation of Service

(D)

The nonrecurring charges apply to each rate element of the service installed. The nonrecurring charges for the installation of service are set forth in 7.5, 8, and 19.7 following as nonrecurring charges for Channel Termination, Termination, Transport Channel, Port Node Entrance Ring, Collocated Interconnection Cross-Connect Service or SPOT Bay Frame and Terminations rate elements, etc. (See Note below.)

When a newly installed service is added to a Commitment Discount Plan (as specified in Section 25.1 following), or the National Discount Plan (as specified in Section 25.3 following), the Channel Termination nonrecurring charge which applies to such installed service is $1.00. (T) (T)

Note: See Section 19 following for further information.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Installation of Optional Features and Functions

Separate nonrecurring charges apply for the installation of some of the optional features and functions available with Special Access Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service. (D)

Some optional features under this tariff for which separate nonrecurring charges apply are: (T)

- Voice Grade Data Capability (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(3) Service Changes

Service changes are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in 5.2.5 preceding (e.g., change from one type of Special Access Service to another or a change from one type of channel termination to another) or a change in the physical location of the point of termination at a customer designated premises. Changes in the type of service (i.e. type of service termination), Collocated Interconnection Cross-Connect Service or SPOT Bay Frame and Terminations, are treated as disconnects and starts. Changes in the physical location of the point of the termination at the customer premises are treated as moves and are described and charged for as set forth in 7.4.5 following. Certain changes in the physical location of the point of termination in a wire center are treated as detariffed rearrangements. (D) (C)

The charge to the customer for a service change is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(c) Nonrecurring Charges (Cont'd)

(3) Service Charges (Cont'd)

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Access Service to the same customer (i.e., same customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name -- e.g., AT&T-Long Lines to AT&T Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number,
- Change of jurisdiction, and
- Change of customer-designated circuit identification at customer's request.

All other service changes will be charged for as follows:

- If the change involves the addition of another leg to an existing multipoint service, the nonrecurring change charge for the channel termination rate element will apply. The charge will apply only for the leg that is being added.

- If the change involves the addition of an optional feature or function which has a separate nonrecurring charge, that nonrecurring charge will apply.

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)
7.4.1 Types of Rates and Charges (Cont'd)
(C) Nonrecurring Charges (Cont'd)
(3) Service Changes (Cont'd)

- If the change involves changing the type of signaling on a Voice Grade service, a charge equal to the Voice Grade channel termination rate element first nonrecurring change charge will apply. The charge will apply per service termination affected.

- If the change involves the addition of B8ZS and/or ESF options to an existing high capacity DS1 service, or the addition of a B8ZS to an existing high capacity DS3 service, a charge equal to the channel termination first non-recurring change charge will apply for each channel termination converted. This rate application does not apply when either of these options are initially ordered with the service.

- A change from a two-point Special Access Service without bridging to multipoint service or from a multipoint to two-point Special Access Service without bridging will be treated as discontinuance and installation of service.

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- For all other changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element first nonrecurring change charge will apply. Only one such charge will apply per service, per charge.

- For changes involving the screening, or other end office features, associated with WATS Access Line Service, the following charge applies:

Rate	USOC
The rearrangement charge specified in 6.8.1(C)(3) preceding.	NRBCX

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(4) Reserved. (C)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(D)

(D)

(5) Reserved.

ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.2 Surcharge for Special Access Service

(A) General

Special access services provided under this tariff may be subject to the monthly Special Access Surcharge.

(B) Application

(1) The Special Access Surcharge will apply to each interstate Special Access Service that terminates on an end user's PBX or other device where, through a function of the device, the Special Access Service interconnects to the local exchange network. Interconnection functions include but are not limited to wiring and software functions, bridging, switching or patching of calls or stations. The Surcharge will apply irrespective of whether the interconnection function is performed in equipment located at the customer's premises or in a Centrex Co-type switch.

(2) Special Access Service will be exempted from the Surcharge by the Telephone Company upon receipt of the customer's written certification for the following Special Access Service terminations:

(a) an open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALs; or

(b) an analog channel termination that is used for radio or television program transmission; or

(c) a termination used for TELEX service; or

(d) a termination that by the nature of its operating characteristics could not make use of Telephone Company common lines; or

(e) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges* such as, where the private line facility access only FGA and no local exchange lines, or private line facility between customer points of termination, or private line facility connecting CCSA or CCSA-type equipment (inter-machine trunks); or

* Resellers of WATS Access Line Service may be exempted from paying CCL Charges during the transition period of June 1, 1986 to January 1, 1987. However, they must certify for exemption of the Special Access Surcharge on the WAC.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.2 Surcharge for Special Access Service (Cont'd)

(B) Application (Cont'd)

(f) a termination that the customer certifies to the Telephone Company is not connected to a PBX or other device that has not been blocked by either hardware or software partitioning restrictions from connecting the private line facility to a local exchange subscriber line.

(g) A termination of WATS Access Line Service which is used for resold WATS.

(C) Exemption of Special Access Service

(1) Special Access Services which are terminated as set forth in 7.4.2(B) preceding will be exempted from the Special Access Surcharge if the customer provides the Telephone Company with written exemption certification. The certification may be provided to the Telephone Company (1) at the time the Special Access Service is ordered or installed; (2) at such time as the service is reterminated to a device incapable of interconnection to local exchange facilities, or (3) at such time as the service becomes associated with a Switched Access Service that is subject to Carrier Common Line Charges.

(2) The exemption certification is to be provided by the customer ordering the services. The certification must be signed by the customer or authorized representative and include the category of exemption, as set forth in 7.4.2 (B) (3) preceding, for each termination, and the date which the exemption is effective.

(3) The customer shall also notify the Telephone Company when an exempted Special Access Service is changed or reterminated such that the exemption is no longer applicable.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.2 Surcharge for Special Access Service (Cont'd)

(C) Exemption of Special Access Service (Cont'd)

(4) The Telephone Company will work cooperatively with the customer to resolve any questions regarding the exemption certification. However, the Telephone Company reserves the right to request additional information from the customer, when necessary, to assure qualifications for exemption of the Surcharge are met. In addition, the Telephone Company may withhold exemption of the service until the dispute is resolved.

(5) Any WATS resellers who had WATS lines in service as of March 13, 1986 will be exempted from the Special Access Surcharge for those lines only during the transition period of June 1, 1986 to January 1, 1987.

(D) Rate Regulations

(1) The Surcharge applies to each channel of a Special Access Service and per voice grade equivalent service derived from a Special Access Service as shown in the following example:

Special Access Service	Voice Grade Equivalent		Surcharge		Monthly Charge
DS1	24	X	$25	=	$600.00

One Surcharge will apply for each termination of a multipoint Special Access Service at a customer's designated premises.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.2 Surcharge for Special Access Service (Cont'd)

(D) Rate Regulations (Cont'd)

(2) The Telephone Company will bill the appropriate Special Access Surcharge to the ordering customer for each interstate Special Access Service installed unless exemption certification is provided as set forth in 7.4.2 (C) preceding.

(3) If a written certification is not received at the time the Special Access Service is obtained, the Surcharge will be applied. Exempt status will become effective on the certification date indicated by the customer, subject to the regulations set forth in (4) following.

(4) Crediting the Surcharge

Payment of any Special Access Surcharge billed on WATS Access Lines, in service as of June 1, 1986, may be deferred, without penalty, for up to ninety (90) days from the date of the first bill rendered for the Special Access Surcharge.

If appropriate exemption certification is not received by the Telephone Company by the end of the ninety (90) days deferral period, the billed Special Access Surcharges will become due. These charges, if unpaid, will be subject to a late payment charge as set forth in Section 2.4.1 (B)(2) preceding.

The Telephone Company will cease billing the Special Access Surcharge when certification, as set forth in 7.4.2 (C) preceding, is received. If the status of the Special Access Service was changed prior to receipt of the exemption certification, the Telephone Company will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change as specified by the customer in the letter of certification.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.3 Message Station Equipment Recovery Charge

The Message Station Equipment Recovery Charge is a charge to recover that portion of message station equipment that is assigned to Special Access Service.

Pursuant to CC Docket No. 83-1145 Memorandum Opinion and Order adopted by the Federal Communications Commission on November 8, 1984 and released on November 9, 1984, this charge is assessed only to those customers to which the Special Access Surcharge applies. The rate for the Message Station Equipment Recovery Charge is set forth in 7.5.13 following.

Payment of any Message Station Equipment Recovery Charge billed on WATS Access Lines, in service as of June 1, 1986, may be deferred, without penalty, for up to ninety (90) days from the date of the first bill rendered for the Message Station Equipment Recovery Charge.

If appropriate exemption certification is not received by the Telephone Company by the end of the ninety (90) days deferral period, the billed Message Station Equipment Recovery Charge will become due. These charges, if unpaid, will be subject to a late payment charge as set forth in Section 2.4.1 (B)(2) preceding.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods

(A) The minimum service period for all services except Digital Data Service, and DS1 and DS3 High Capacity is one month. (D) (D)

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(1) The minimum service period for Digital Data Service and DS1 High Capacity services is two months. (T)

(2) The minimum service period for a DS3 High Capacity service that is provided under a month-to-month payment plan is one year. (D)

(D)

(B) The minimum service period for IntelliLight Entrance Facility services is set forth in 7.2.15(E). (T) (T)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods (Cont'd)

(C) The minimum service period for Verizon Optical Networking is set forth in 7.2.20(E).

(D) The minimum service period for a service that is included in a Commitment Discount Plan is specified in Section 25.1.10 following. (T) (T)

(E) The minimum service period for a Special Access DS3 Service or a Special Access DS1 Service that is included in the National Discount Plan is specified in Section 25.3.8 following. (N) | (N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.5 Moves

A move involves a change in the physical location of the customer's premises which also involves a connection to a different rate demarcation point.

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

(A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the first nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements.

(B) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period and/or Service Discount Plan requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period and/or termination liability charges for the discontinued service except as specified in 25.2.5 following.

Certain material previously found on this page can now be found on Original Page 7-178.1.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.6 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.7 Facility Hubs (D)

A customer has the option of ordering Voice Grade facilities or analog or digital high capacity facilities (i.e., Group, Supergroup, Mastergroup, DS1 or DS3) to a facility Hub for distributing or channelizing to individual services requiring lower capacity facilities (e.g., Voice, etc). (D)

When analog or digital high capacity facilities are provided between a customer premises and a facility Hub, the facility will not be considered an end-to-end service until an associated channelized service is installed. The facility Hub will not be considered as a customer premises.

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.7 Facility Hubs (Cont'd) (D)

The Telephone Company will commence billing the monthly rate for the facility to the Hub on the date specified by the customer on the service order. Additional individual services utilizing these facilities may be installed coincident with the installation of the facility to the Hub, or may be ordered and/or installed at a later date, at the option of the customer. The customer who orders the High Capacity Service must order all associated individual Access Channelized Services. The customer will be billed for a Voice Grade or a high capacity analog or digital Non-Competitive End User Channel Termination, detariffed Channel Mileage (when applicable), and the detariffed multiplexer at the time the facility is installed. Additional individual service rates (by service type) will apply for a Non-Competitive End User Channel Termination and for additional detariffed Channel Mileage (as required) for each subsequent channelized service. These will be billed to the customer as each individual service is installed. (C) | (C) (C) | (C)

Cascading multiplexing occurs when a high capacity analog or digital channel is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a Supergroup facility is de-multiplexed to five Group facilities and then one of the Group facilities is further de-multiplexed to individual Voice Grade channels.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.8 Shared Use Digital High Capacity Services

Shared use occurs when Special Access Service and Switched Access Service are provided over the same High Capacity Special Access facility through a common interface ("Shared Use"). (T) (T)

The Shared Use facility will be ordered, provisioned and rated as Special Access Service (i.e., Channel Termination, Channel Mileage as appropriate, and Multiplexer and a terminating channelized individual service by Channel Type, and Channel Mileage, as appropriate), regardless of whether individual channels of the Shared Use facility are used for Special Access Service, Switched Access Service, or any other type of service. The practice known as "ratcheting" (to apply non-Special Access rates on a proportional basis) shall not apply in any circumstance. In certain Shared Use cases, the customer for the Special Access Service and Switched Access Service may be different. A Switched Access customer may, with proper authorization, order Switched Access directly to the Special Access customer's DS1 to VG multiplexer. In situations where the Switched Access order consists of 24 same Line-side or Trunk-side Switched Access connections between the same End Office and/or Tandems, the Switched Access customer may, with proper authorization, order directly to a DS1 port on a DS3 multiplexer. (C) (C) (C) (D) (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.8 Shared Use Digital High Capacity Services (Cont'd)

(D)

(D)

The customer must place an order for each individual Switched or Special Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service.

7.4.9 Reserved

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.10 Special Access Rate Exceptions

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Services provided by the Telephone Company to connect a customer location to an Interexchange Access Frame Relay Switch (XA-FRS) will be rated as a channel termination. A channel termination at the XA-FRS switch serving office and channel mileage from the customer serving wire center to the XA-FRS switch are not applicable under the provisions of this service.

Certain terms and conditions and rates associated with the provision of Telephone Company services may be waived or excepted. These individual instances of terms and/or conditions exemptions are contained in Section 7.4, following.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.11 WATS Access Line Service#

A WATS Access Connection is only provisioned between a customer's premises and a WATS Serving Office (WSO) and there is only one application of the WATS Access Connection Charge. However, there can be additional secondary connections (USOC XEE), which are individual WACs and each will receive the same WAC Connection Charge. These WAC Secondary Connections must always be provisioned via C.O. Bridging.

7.4.12 Reserved for Future Use (C)

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(D)

Service availability limited. Refer to # footnote on Page 7-29.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)
7.4.13 DS3 High Capacity Services#
(A) Payment Plans# and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3# and 5-year# Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in 7.5.9 following. Although a TPP may include a circuit that is provided only in part under this tariff, the Telephone Company manages a TPP for an individual circuit as a single plan and applies tariffed and detariffed rates, terms and conditions as applicable#. (T)

The minimum service period for DS3 is 12 months.

At the end of a term plan, the customer will not be eligible to receive discounted monthly rates. Non-discounted Month-to-Month rates will apply. (D)

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability for the portion of the circuit provided under this tariff is assessed on Non-Competitive End User Channel Termination rate elements. A customer who disconnects the service will be treated as having terminated the service. (D)

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(D)

Effective May 30, 2019, orders for new 5-Year DS3 TPPs are no longer permitted. Subject to Section 1.1. preceding, the Telephone Company will continue to provide 5-Year DS3 TPPs pursuant to this Section 7.4.13 on any existing 5-Year DS3 TPP that was in-service as of May 30, 2019, or any order for 5-Year DS3 TPP that was placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

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

Effective November 15, 2022, orders for new 3-Year DS3 TPPs are no longer permitted. Subject to Section 1.1. preceding, the Telephone Company will continue to provide 3-Year DS3 TPPs pursuant to this Section 7.4.13 on any existing 3-Year DS3 TPP that was in-service as of November 15, 2022, or any order for 3-Year DS3 TPP that was placed with the Telephone Company prior to November 15, 2022 (collectively, Existing 3-Year DS3 TPPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 3-Year DS3 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 3-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

In light of the above, Month-to-Month is the only DS3 TPP that remains available effective as of November 15, 2022. All references in this tariff to DS3 TPPs other than Month-to-Month are intended as references to any such DS3 TPPs that were grandfathered under the above provisions. Any such references may not be interpreted to mean new DS3 TPPs other than Month-to-Month are available or that expiring DS3 TPPs other than Month-to-Month may be renewed or extended. (N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.13 DS3 High Capacity Services#

(B) Base Rates

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

3-Year#	10%
5-Year#	35%

(T)

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

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ACCESS SERVICE

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

(C) Discontinuance Without Liability

(D)

A request to disconnect DS3 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(D)

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.13 DS3 High Capacity Services# (Cont'd)

(C) Discontinuance Without Liability (Cont'd)

For TPPs established prior to December 17, 2019, in the event that the Telephone Company initiates a rate increase and the discounted monthly rate for the affected service increases, in aggregate, by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. (D)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.13 DS3 High Capacity Services# (Cont'd)

(D) Discontinuance With Liability

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

DS3 Term Pricing Plans are provided in conjunction with an Early Termination Provision (ETP) agreement.

(1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021 (N) (N)

ETP is calculated using either of the following options that provides the customer with the lowest termination liability.

Option I

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

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

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)
7.4.13 DS3 High Capacity Services# (Cont'd)
(D) Discontinuance With Liability (Cont'd)
(1) DS3 Term Pricing Plans established or renewed prior to January 1, 2021

Option II

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

- Where there is neither a basic Month-to-Month rate nor a TPP period less than the actual time the service has been in effect, Option 1 applies.

- Where there is no TPP period less than the actual time the service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected TPP monthly rate for the period the plan has been in effect after the minimum period.

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

(2) DS3 Term Pricing Plans established or renewed on or after January 1, 2021

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation specified in Section 5.2.5 preceding which may be applicable.

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(D)

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.14 Shared Network Arrangement

A Shared Network Arrangement constitutes an agreement between one Host Subscriber and one Service User permitting the Service User to connect a specified number of subtending circuits to one specified multiplexer on the Host's service. Agreements between one Host Subscriber and two (or three, etc.) Service Users shall be deemed to comprise two (or three, etc. respectively) separate "Arrangements." However, an agreement to expand the scope of an existing Arrangement by subsequently increasing the number of subtending circuits on the same multiplexed shall not constitute a new or separate "Arrangement."

A Shared Network Arrangement shall be established between a Host Subscriber and a Service User upon the completion of the service order for the first circuit(s) in the arrangement. No Shared Network Arrangement shall be deemed to be in effect until at least one subtending circuit has been installed for the Service User. A Shared Network Arrangement shall be deemed cancelled when the last subtending circuit has been disconnected.

A Processing charge will apply for handling service orders in a Shared Network Arrangement. The Processing Charge is contained in Section 7.5.9(D), and applies in addition to all other applicable rates and charges. (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.15 Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)
(D)

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7. Special Access Service (Cont'd)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

ACCESS SERVICE

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

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

(D)
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(D)

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

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

ACCESS SERVICE

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

Although a TPP may include a circuit that is provided only in part under this tariff, the Telephone Company manages a TPP for an individual circuit as a single plan and applies tariffed and detariffed rates, terms and conditions as applicable.

(1) TPPs for Digital Data Services are available in 2, 3, and 5-year commitment periods. (D)

Effective November 16, 2018, orders for new Digital Data Service TPPs are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide Digital Data Service TPPs pursuant to this Section 7.4.17(B) on any existing Digital Data Service TPP that was in-service as of November 16, 2018, or any order for Digital Data Service TPP that was placed with the Telephone Company prior to November 16, 2018 (collectively, Existing DDS TPPs), subject to the following conditions:

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

Effective May 30, 2019, orders for new 5- or 7-Year DS1 High Capacity TPPs are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide 5- and 7-Year DS1 High Capacity TPPs pursuant to this Section 7.4.17(B) on any existing 5- and 7-Year DS1 High Capacity TPP that was in-service as of May 30, 2019, or any order for 5- or 7-Year DS1 High Capacity TPP that was placed with the Telephone Company prior to May 30, 2019 (collectively, Existing 5- and 7-Year DS1 TPPs), subject to the following conditions:

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

Effective November 15, 2022, orders for new 2- or 3-Year DS1 High Capacity TPPs are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide 5- and 7-Year DS1 High Capacity TPPs pursuant to this Section 7.4.17(B) on any existing 2- and 3-Year DS1 High Capacity TPP that was in-service as of November 15, 2022, or any order for 2- or 3-Year DS1 High Capacity TPP that was placed with the Telephone Company prior to November 15, 2022 (collectively, Existing 2- and 3-Year DS1 TPPs), subject to the following conditions: (N)

- The Telephone Company will continue to provide Existing 2- and 3-Year DS1 TPPs for the selected commitment period until (i) the customer discontinues service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 2- or 3-Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

In light of the above, month-to-month service is the only option that remains available as of November 15, 2022. All references in this tariff to DS1 TPPs are intended as references to any such DS1 TPPs that were grandfathered under the above provisions. Any such references may not be interpreted to mean new DS1 TPPs are available or that expiring DS1 TPPs may be renewed or extended. (N)

(Issued under Transmittal No. 1431)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

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

(2) Customers have the option of purchasing: (T)(x)
- Digital Data Service plans are applicable to channel terminations and channel mileage. (M)
Channel Terminations other than End User Channel Terminations in Non-Competitive Counties and channel mileage are detariffed. (C)
The channel terminations and channel mileage (both fixed and per mile) rate elements for a given circuit must be included in the same individual Term Pricing Plan. (C)(M)(M)(D)(D)(x)

(x) Certain information on this page formerly appeared on 3rd Revised Page 7-209.

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

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

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

(2) (Cont'd)

- Multiple Digital Data Services must be of the same speed in order to be in the same individual Term Pricing Plan.

- DS1 High Capacity Service plans are applicable to channel terminations, associated DS1 Multiplexers (DS1 to Voice, DS1 to Digital, and DS1 to DS0), and channel mileage, fixed and per mile. Channel Terminations other than Non-Competitive End User Channel Terminations, associated DS1 multiplexers and channel mileage are detariffed. The channel termination, associated multiplexer, and channel mileage (both fixed and per mile) rate elements for a given circuit must be included in the same TPP. (D) (C) | | | | (C) (D)

(3) Term Pricing Plans rates for Non-Competitive End User Channel Terminations are detailed in Section 7.5.16. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at Basic Service rates. (C) (C) (T)

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

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(C) TPP Terms and Conditions

(1) When requesting a Term Pricing Plan, the customer must specify the length of the desired commitment period and the services which are to be included in the plan.

(2) When requesting any Term Pricing Plan activity regarding channel terminations, the customer must specify by billing account and circuit identification number which circuits are to be affected.

(3) Reserved.

(4) At the end of a TPP commitment period, the service(s) will be billed at the basic rate. (D)

(5) Termination liability for the portion of the service under this tariff is assessed on Non-Competitive End User Channel Terminations.

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(D) TPP Termination Liability

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

(2) If the customer requests all channels of a DS1 service to be used for Switched Access, the request will be treated as a disconnect and termination liability will be assessed.

(3) The termination liability payment for the portion of the service offered under this tariff applies to each channel termination recurring rate element which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan. (C) (C) (D)

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(D) TPP Termination Liability (Cont'd)

(4) DS1 High Capacity TPPs established or renewed prior to January 1, 2021 and Digital Data Services TPPs (N) | (N)

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

(a) Option I

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

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

(b) Option II

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

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

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

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(D) TPP Termination Liability (Cont'd)

(4) DS1 High Capacity TPPs established or renewed prior to January 1, 2021 and Digital Data Services TPPs (Cont'd) (N) | (N)

(b) Option II (Cont'd)

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

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

(5) DS1 High Capacity TPPs established or renewed on or after January 1, 2021 (N) | |

Termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation specified in Section 5.2.5 preceding which may be applicable. | | | | (N)

(D) | | | | (D)

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(E) TPP Termination Without Liability

(1) For TPPs established prior to December 17, 2019, in the event that the Telephone Company initiates a rate increase and the discounted monthly rate for the affected service increases, in aggregate, by eight percent (8%) or more, the customer may cancel its TPP for the affected service without termination liability. The customer must exercise its option to cancel the TPP for the affected service within thirty (30) days of the date of the effective rate increase. (D)

(D)

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

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ACCESS SERVICE

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

(D)

(D)

(2) A request to disconnect DS1 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding. (T)

(D)

(D)

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

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

(F) Additions to TPPs

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

- Subscribe to the additional services under the basic payment plan.

(D)
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(D)

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

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)
7.4.17 Digital Data and DS1 High Capacity Services (Cont'd)
(G) Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)
7.4.18 Voice Grade Service Term Pricing Plans#
(A) Description

Term Pricing Plans, TPPs, are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates. Although a TPP may include a circuit that is provided only in part under this tariff, the Telephone Company manages a TPP for an individual circuit as a single plan and applies tariffed and detariffed rates, terms and conditions as applicable. (N)

(1) The channel termination and the channel mileage (fixed and per-mile) rate elements are applicable for Voice Grade Service TPPs. Channel Terminations other than Non-Competitive End User Channel Terminations and channel mileage are detariffed. (T) (C) (C) (D)

(2) Voice Grade Term Pricing Plans do not include optional features. Optional features for Voice Grade Services in TPPs are available at basic service rates. (D) (T)

(3) Term Pricing Plans are not applicable to services in other rate plans. (T) (D)

(4) Term Pricing Plan rates for Non-Competitive End User Channel Terminations are detailed in Section 7.5.3. The nonrecurring rates for TPPs are the same as for Basic Service. (C) (C) (D)

Effective November 16, 2018, orders for new Voice Grade Service TPPs are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide Voice Grade Service TPPs pursuant to this Section 7.4.18 on any existing Voice Grade Service TPP that was in-service as of November 16, 2018, or any order for Voice Grade Service TPP that was placed with the Telephone Company prior to November 16, 2018 (collectively, Existing VG TPPs), subject to the following conditions: (C) (T) (T)

- The Telephone Company will continue to provide Existing VG TPPs for the selected commitment period until (i) the customer discontinues service; (ii) the customer converts to a Voice Grade Service provided on a month to month basis under Section 7.2.3; or (iii) the current commitment period expires, whichever comes first. Upon expiration of the commitment period, if the customer has taken no action, the Telephone Company will convert the customer to basic Voice Grade Service offered under Section 7.2.3.
- Renewal of an Existing VG TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

(Issued under Transmittal No. 1400)

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 Voice Grade Service Term Pricing Plans# (Cont'd)

(B) Terms and Conditions (T)

(1) When requesting any Term Pricing Plan activity regarding channel terminations, the customer must specify by billing account and circuit identification number which circuits are to be affected. (T)

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(D)

(2) Customers with existing TPPs who wish to increase the number of their Voice Grade services must subscribe the additional services to the basic service plan. (T) (D)

(3) At the end of a TPP commitment period, the service(s) will be billed at the basic rate. (T)

Service availability limited. Refer to # footnote on Page 7-222.

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 Voice Grade Service Term Pricing Plans# (Cont'd)

(C) TPP Termination Liability

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

(2) For TPP services designated on a circuit-by-circuit basis, the termination liability payment for the portion of the service under this tariff applies to each recurring rate element for Non-Competitive End User Channel Termination(s) which is disconnected prior to the expiration of the commitment period of the Term Pricing Plan. (C) | (C)

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

Service availability limited. Refer to # footnote on Page 7-222.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 Voice Grade Service Term Pricing Plans# (Cont'd) (T)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(a) Option I

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

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

(b) Option II

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

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

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

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

Service availability limited. Refer to # footnote on Page 7-222. (N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.18 Voice Grade Service Term Pricing Plans# (Cont'd)

(C) TPP Termination Liability (Cont'd)

(3) (Cont'd)

(b) Option II (Cont'd)

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

(D) TPP Termination Without Liability

(1) For TPPs established prior to December 17, 2019, termination liability will not apply when cancellation of a Term Plan occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the Term Plan. (C) (D)

Service availability limited. Refer to # footnote on Page 7-222.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7.4.19 Commitment Discount Plans

(A) Reserved. (C) (D)

(D)

(B) When a newly installed service is added to a Commitment Discount Plan, the channel termination nonrecurring charge which applies is $1.00.

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd) (D)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)
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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.4 Rate Regulations (Cont'd)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.1 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.2 Reserved for Future Use (C)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.3 Voice Grade Service#

	USOC	Monthly Rates	
(A) Channel Termination - per point of termination			
(1) Payment Plan##			
- Two-Wire			
Basic (month-to-month)			
Price Cap	T6E2X	$35.99	(I)
3-Year TPP			
Price Cap	TZ4SA	25.03	
5-Year TPP			
Price Cap	TZ4GA	23.00	
- Four-Wire			
Basic			
Price Cap	T6E4X	71.17	(I)
3-Year TPP			
Price Cap	TZ4SB	51.19	
5-Year TPP			
Price Cap	TZ4GB	48.50	

Service availability limited. Refer to # footnote on Page 7-19.
Service availability limited. Refer to # footnote on Page 7-222.

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.3 Voice Grade Service# (Cont'd)
(A) Channel Termination (Cont'd)
- per point of termination
(2) Nonrecurring Charges

	USOC	First	Additional	
- Two-Wire Installation/Change Price Cap		$266.72	$195.50	(D) (D)
- Four-Wire Installation/Change Price Cap		$379.77	$272.96	(D) (D)

Service availability limited. Refer to # footnote on Page 7-19. (D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

(C) Optional Features and Functions

	USOCs	Monthly Rates	Nonrecurring Charges	
(1) Bridging				
(a) Voice Bridging - per port				
Two-Wire Price Cap	BCNV2	$26.47	None	(D) | (D)
Four-Wire Price Cap	BCNV4	17.65	None	(D) | (D)
(b) Data Bridging - per port				
Two-Wire Price Cap	BCND2	12.20	None	(D) | (D)
Four-Wire Price Cap	BCND4	12.20	None	(D) | (D)

Service availability limited. Refer to # footnote on Page 7-19.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

(D)

(D)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

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

(1) Bridging (Cont'd)

(d) DATAPHONE Select-A-Station Bridging (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges	
Addressable Arrangement				
- Common Equipment*	KCN			
Price Cap		$250.52	None	(D) | (D)
- Ports				
- Per 2-wire channel connected	KQ2			
Price Cap		15.03	None	(D) | (D)
- Per 4-wire channel connected	KQ4			
Price Cap		40.08	None	(D) | (D)

* Rate does not apply in the District of Columbia, Maryland, Virginia, or the State of New Jersey.

Service availability limited. Refer to # footnote on Page 7-19.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

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

(1) Bridging (Cont'd)

(e) Telemetry and Alarm Bridging

	USOCs	Monthly Rates	Nonrecurring Charges	
Active Bridging Channel Connections				
Split Band				
- Per channel connected	CNLRX			
Price Cap		$17.65	None	(D) | (D)

Service availability limited. Refer to # footnote on Page 7-19.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges	
(2) Conditioning, - Per point of termination				
C – Type	X1CPT			
Price Cap		$ 2.00	None	(D) | (D)
Improved Attenuation Distortion	UHW			
Price Cap		$ 2.00	None	(D) | (D)
Improved Envelope Delay Distortion	UHY			
Price Cap		$75.16	None	(D) | (D)
Sealing Current	1HBPT			
Price Cap		None	None	(D) | (D)

Service availability limited. Refer to # footnote on Page 7-19.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

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

	USOC	Monthly Rates	Nonrecurring Charges	
(3) Improved Return Loss for Effective Two-Wire Transmission or Improved Termination for Four-Wire Transmission				
Improved Return Loss - Per point of termination - Two-Wire	1RL2W			
Price Cap		$ 7.01	None	(D) | (D)
Improved Termination - Per point of termination - Four-Wire	1RL4W			
Price Cap		$ 9.02	None	(D) | (D)
(4) Reserved				
(5) Data Capability**, per point of termination	XDCPT			
Price Cap		$ 2.00	$250.52	(D) | (D)
(6) Reserved				

* Rate does not apply in the states of Delaware and Pennsylvania.
** Monthly rate does not apply in the Verizon DC, MD, or VA Companies.
# Service availability limited. Refer to # footnote on Page 7-19.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

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

	USOCs	Monthly Rates	Nonrecurring Charges	
(7) Signaling Capability, per point of termination	XSS++			
Price Cap		$ 4.65	None	(D) | (D)

- In lieu of ++, substitute appropriate two digit code from following list to specify type of signaling.

  AB
  AC
  CT
  DX
  DY
  EA
  EB
  EC
  EX
  GO
  GS
  LA
  LB
  LC
  LO
  LR
  LS
  RV
  SF

Service availability limited. Refer to # footnote on Page 7-19.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service# (Cont'd)

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

	USOC	Monthly Rates	Nonrecurring Charges	
(8) Reserved				(C) (D) (D)
(9) Reserved				(C) (D) (D)

Service availability limited. Refer to # footnote on Page 7-19.

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.3.1 WATS Access Line Service#

	USOC	Monthly Rates	
(A) WATS Access Connection (WAC) -Per point of termination			
Two-Wire	X2W/XEE2X		
Price Cap		$ 40.89	(I)
Four-Wire	X4W/XEE4X		
Price Cap		$ 81.74	(I)

Nonrecurring Charges -Per point of termination	First	Additional
-Two-Wire Installation/Charge		
Price Cap	$266.72	$195.50
-Four-Wire Installation/Change		
Price Cap	$379.77	$272.96

Service availability limited. Refer to # footnote on Page 7-29.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.3 Voice Grade Service (Cont'd)

7.5.3.1 WATS Access Line Service#

(D)

(B) Optional Features and Functions	USOC	Monthly Rates	Nonrecurring Charges	(T)
(1) Bridging				
(a) WAC Bridging, Per port				
- Two-Wire Price Cap	BCNV2	$37.50	None	(D)
- Four-Wire Price Cap	BCNV4	25.00	None	(D)
(2) Improved Two-Wire Transmission Specifications* - Per point of Termination Price Cap	X2T	11.25	None	(D)

(D)

* Rate does not apply in the states of New Jersey and Pennsylvania. (D)
\# Service availability limited. Refer to # footnote on Page 7-29.

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.4 Reserved for Future Use (C) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.5 Reserved for Future Use (C)

(D)

(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.6 Reserved for Future Use (C) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.7 Reserved for Future Use (C) (D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.8 Digital Data Service#
(A) Channel Termination
- Per point of termination

	USOC	Monthly Rates	Nonrecurring Charges First	Nonrecurring Charges Additional	
2.4 kbps Price Cap	TNTM2/T6ECS*	$154.23			(I)
4.8 kbps Price Cap	TNTM2/T6ECS*	$171.52			(I)
9.6 kbps Price Cap	TNTM2/T6ECS*	$188.84			(I)
19.2 kbps Price Cap	TNTM2/T6ECS*	$205.49			(I)
56.0 kbps Price Cap	TNTM2/T6ECS*	$228.20			(I)
64.0 kbps Price Cap	TNTM2/T6ECS*	$240.86			(I)
Installation/Change Price Cap	TNTM2/T6ECS*		$200.00	$120.00	

*** Effective January 31, 2002, the 4-wire service associated with the T6ECS/NRBGH USOC is no longer available for new service requests. However, the Company may still use the USOC in instances where the TNTM2/NRBBG USOC cannot be used.**

Service availability limited. Refer to # footnote on Page 7-58.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.8 Digital Data Service# (Cont'd)

	USOCs	Monthly Rates	Nonrecurring Charges	
(B) Optional Features and Functions				(T)
(1) Bridging, per port	BCNDA			
Price Cap		$12.41	None	(D) | (D)
(2) Reserved				

Service availability limited. Refer to # footnote on Page 7-58.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.8 Digital Data Service# (Cont'd)

(B) Optional Features and Functions (Cont'd) (T)

	USOC	Monthly Rates	Nonrecurring Charges	
(3) Secondary Channel Capability - Per Channel Termination				
- 2.4 kbps Price Cap	SSE24	$0.00	None	(D) | (D)
- 4.8 kbps Price Cap	SSE48	$0.00	None	(D) | (D)
- 9.6 kbps Price Cap	SSE96	$0.00	None	(D) | (D)
- 56.0 kbps Price Cap	SSE56	$0.00	None	(D) | (D)

Service availability limited. Refer to # footnote on Page 7-58.

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.9 High Capacity Service
(A) Channel Termination
- Per point of termination

	USOC	Monthly Rates	Nonrecurring Charges First	Nonrecurring Charges Additional	
(1) Basic Service					
a) Electrical Interface					
1.544 Mbps/DS1					
Rate Zone 1	TMECS	$298.10			(I)
Rate Zone 2	TMECS	330.12			(I)
Rate Zone 3	TMECS	350.30			(I)
Installation/Change					
Rate Zone 1			$355.00	$220.00	
Rate Zone 2			355.00	220.00	
Rate Zone 3			355.00	220.00	

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3

Rate Zone 1, Month-to-Month

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYFLS	$2,767.80	$355.00	(I)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)
Rate Zone 2, Month-to-Month

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYFLS	$2,906.20	$355.00	(I)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)

Rate Zone 3, Month-to-Month

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYFLS	$3,044.59	$355.00	(I)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)
Rate Zone 1, Base Rates

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYF8S	$2,767.80	$355.00	(I)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)

Rate Zone 2, Base Rates

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYF8S	$2,906.20	$355.00	(I)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(A) Channel Termination (Cont'd)
- Per point of termination (Cont'd)

(1) Basic Service (Cont'd)

(a) Electrical Interface (Cont'd)

44.736 Mbps/DS3 (Cont'd)
Rate Zone 3, Base Rates

	USOC	Monthly Rate, Per CT	Nonrecurring Charge	
Per DS3 CT at each Secondary Premises	TYF8S	$3,044.59	$355.00	(I)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(B) Channel Mileage (Cont'd)

(1) Basic Service and Month-to-Month (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.9 High Capacity Service (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges	
(B) Optional Features and Functions (Cont'd)				(T)
				(D)
				(D)
(1) Shared Network Arrangement				(T)
- Processing Charge Per Service Order				
Price Cap	NRBOP	None	50.00	(D)
				(D)
				(D)
				(D)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.9 High Capacity Service (Cont'd)

(B) Optional Features and Functions

(2) Alternate Serving Wire Center

	USOC	Monthly Rates	Nonrecurring Charges	
1.544 Mbps/DS1, per point of termination				(D)
Rate Zone 1	A1VXZ	$25.00	None	
Rate Zone 2	A1VXZ	25.00	None	
Rate Zone 3	A1VXZ	25.00	None	
44.736 Mbps/DS3, per point of termination				(D)
- Month-to-Month				
Rate Zone 1	A1VXZ	250.00	None	
Rate Zone 2	A1VXZ	250.00	None	
Rate Zone 3	A1VXZ	250.00	None	
- 3 Year RSPP				
Rate Zone 1	A1VXF	225.00	None	
Rate Zone 2	A1VXF	225.00	None	
Rate Zone 3	A1VXF	225.00	None	
- 5 Year RSPP				
Rate Zone 1	A1VXG	200.00	None	
Rate Zone 2	A1VXG	200.00	None	
Rate Zone 3	A1VXG	200.00	None	

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.10 Reserved for Future Use (C)

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7.5.11 Reserved for Future Use

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.12 Reserved for Future Use (C)

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7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)
7.5.13 Message Station Equipment Recovery Charge

	USOC	Monthly Rate	
Message Station Equipment Recovery Charge	UTM		
- Per Special Access Surcharge Assessed, Price Cap		$ 4.50	(D)

7.5.14 Special Access Surcharge

- Per Voice Equivalent Private Line	S25	25.00	

7.5.15 Reserved for Future Use

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans

(A) 2-year Commitment Period - DDS Price Cap#

Service	USOC	Monthly Rate	
2.4 kbps DDS Per Channel Termination	TNJ3X*/TNTT2	$ 94.76	(I)
4.8 kbps DDS Per Channel Termination	TNJ4X*/TNTT2	112.01	(I)
9.6 kbps DDS Per Channel Termination	TNJ5X*/TNTT2	129.23	(I)
19.2 kbps DDS Per Channel Termination	TNJ6X*/TNTT2	146.51	(I)
56 kbps DDS Per Channel Termination	TNJ7X*/TNTT2	163.71	(I)
64 kbps DDS Per Channel Termination	TNJWX*/TNTT2	180.93	(I)

Nonrecurring Charges - Per Channel Termination	First	Additional
Installation/Change	$200.00	$120.00

* Effective January 31, 2002, services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used.

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

ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(A) 2-year Commitment Period – DS1#

Service	USOC	Monthly Rate	Nonrecurring Charges First	Nonrecurring Charges Additional	
Per Channel Termination					
1.544 Mbps/DS1					
Rate Zone 1	TNJZX	$253.39			(I)
Rate Zone 2	TNJZX	280.60			(I)
Rate Zone 3	TNJZX	297.76			(I)
Installation/Change					
Rate Zone 1			$ 355.00	$220.00	
Rate Zone 2			355.00	220.00	
Rate Zone 3			355.00	220.00	

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(B) 3-year Commitment Period – DDS Price Cap#

Service	USOC	Monthly Rate	
2.4 kbps DDS Per Channel Termination	TNJJX*/TNTN2	$86.18	(I)
4.8 kbps DDS Per Channel Termination	TNJLX*/TNTN2	103.39	(I)
9.6 kbps DDS Per Channel Termination	TNJNX*/TNTN2	112.01	(I)
19.2 kbps DDS Per Channel Termination	TNJQX*/TNTN2	120.64	(I)
56 kbps DDS Per Channel Termination	TNJSX*/TNTN2	127.95	(I)
64 kbps DDS Per Channel Termination	TNJUX*/TNTN2	146.51	(I)

Nonrecurring Charges - Per Channel Termination	First	Additional
Installation/Change	$200.00	$120.00

* Effective January 31, 2002, the services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(B) 3-year Commitment Period – DS1#

Service	USOC	Monthly Rate	Nonrecurring Charges First	Nonrecurring Charges Additional	
Per Channel Termination					
1.544 Mbps/DS1					
Rate Zone 1	TNT3X	$223.58			(I)
Rate Zone 2	TNT3X	247.59			(I)
Rate Zone 3	TNT3X	262.73			(I)
Installation/Change					
Rate Zone 1			$355.00	$220.00	
Rate Zone 2			355.00	220.00	
Rate Zone 3			355.00	220.00	

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(C) 5-year Commitment Period – DDS Price Cap#

Service	USOC	Monthly Rate	
2.4 kbps DDS Per Channel Termination	TNJKX*/TNTP2	$ 77.55	(I)
4.8 kbps DDS Per Channel Termination	TNJMX*/TNTP2	86.18	(I)
9.6 kbps DDS Per Channel Termination	TNJPX*/TNTP2	94.76	(I)
19.2 kbps DDS Per Channel Termination	TNJRX*/TNTP2	100.39	(I)
56 kbps DDS Per Channel Termination	TNJTX*/TNTP2	104.43	(I)
64 kbps DDS Per Channel Termination	TNJVX*/TNTP2	120.64	(I)

Nonrecurring Charges - Per Channel Termination	First	Additional
Installation/Change	$200.00	$120.00

* Effective January 31, 2002, services associated with these TNJ USOCs are no longer available for new service requests. However, the Company may still use the USOC in instances where the TNT USOC cannot be used.

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)
7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(C) 5-year Commitment Period – DS1#

Service	USOC	Monthly Rate	Nonrecurring Charges First	Nonrecurring Charges Additional	
Per Channel Termination					
1.544 Mbps/DS1					
Rate Zone 1	TNT4X	$193.77			(I)
Rate Zone 2	TNT4X	214.58			(I)
Rate Zone 3	TNT4X	227.70			(I)
Installation/Change					
Rate Zone 1			$ 1.00	$0.75	
Rate Zone 2			1.00	0.75	
Rate Zone 3			1.00	0.75	

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

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.16 Term Pricing Plans (Cont'd)

(D) 7-year Commitment Period DS1#

Service	USOC	Monthly Rate	Nonrecurring Charges First	Additional	
Per Channel Termination					
1.544 Mbps/DS1					
Rate Zone 1	TNT8X	$178.86			(I)
Rate Zone 2	TNT8X	198.07			(I)
Rate Zone 3	TNT8X	210.18			(I)
Installation/Change					
Rate Zone 1			$ 1.00	$0.75	
Rate Zone 2			1.00	0.75	
Rate Zone 3			1.00	0.75	

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

Associate General Counsel, Federal Regulatory (T)
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ACCESS SERVICE

7. Special Access Service (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.17 Reserved for Future Use (C)

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ACCESS SERVICE

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7.5 Rates and Charges (Cont'd)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

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

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Vice President, Federal Regulatory
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7.6 Individual Case Filings

Rates and charges for Special Access Service provided on an individual case basis are filed following:

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ACCESS SERVICE

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7.6 Individual Case Filings (Cont'd)

Rates and charges for Special Access Service provided on an individual case basis are filed following:

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Certain services previously found in this Section are detariffed and are available as described in Section 1.1 preceding. (N) (N) (D)

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Vice President, Federal Regulatory
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ACCESS SERVICE

9. Directory Assistance Service

The Telephone Company will provide Directory Assistance (DA) Service to a customer from Directory Assistance Service locations (DA location).

9.1 General Description

DA Service provides Directory Access Service to DA locations, use of DA access equipment, and use of DA automated and/or live operator services to provide telephone listings. In addition to Standard Directory Assistance Service, DA Service is available with the following options: a) Customized Branding; b) Live Operator Response, and c) Live Operator Response with Customized Branding.

9.1.1 Service Description

Standard Directory Assistance

Calls from the customer's end user are answered by an automated voice recording and response system. The listing is located by an operator before release to a voice response unit which allows the end user to hear the listing. No branding is provided and live operator intervention occurs only as needed to complete the call.

Standard with Customized Branding

The identity of the ordering customer is announced on all DA calls before the automated operator query is heard by the end user. The customer provides information required by the Telephone Company for inclusion in this customized front end branding announcement.

Live Operator Response

Calls from the customer's end users are answered by an operator who queries the customer before releasing the requested listing to an automated voice response unit which allows the end user to hear the listing.

Live Operator Response with Customized Branding

Live operator response is provided to customer's end users as described above and the identity of the customer is announced on all DA calls before the customer hears the live operator query.

DA Service is available on a month-to-month basis or 3 and 5 year Term Pricing Plan (TPP) basis.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company

(A) A Telephone Company DA operator, when furnished a name and locality, will provide or attempt to provide the telephone number listed in the Telephone Company DA records associated with the name given at the rates and charges as set forth in 9.6 following. The Telephone Company's contact with the customer's end user shall be limited to that effort necessary to process a customer's end user's request for a telephone number; and the Telephone Company will not transfer, forward or redial a customer's end user call to any other location for any purpose other than provision of DA Service.

(B) A maximum of two (2) requests for telephone numbers will be accepted per call to the DA operator.

(C) A telephone number which is not listed in DA records will not be available to the customer's end user.

(D) The Telephone Company will specify the DA location which provides the DA Service for each numbering plan area code (NPA). The DA locations are as shown in Exchange Carrier Association Tariff F.C.C. No. 2.

When it becomes necessary, as determined by the Telephone Company, the change a DA location, the Telephone Company will notify the involved customers six months prior to the change. For such changes, the regulations as set forth in 2.1.7 preceding apply.

(E) When DA Service is ordered, Directory Access Service will be provided between the customer premises and the DA location by the Telephone Company at rates and charges as set forth in 9.6 following, as follows.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(1) General

Each Directory Access Service will consist of the following:

- An Interface Group equipped with an available Premises Interface Code at the customer's premises.

- Directory Transport between the premises of the ordering customer and the DA location.

  When required by the Telephone Company, a separate Directory Access Service trunk group will be provided for DA Service for each NPA. Separate trunk groups will be required when the Telephone Company notifies the customer that the mechanized search of its data base and its mechanized operator practices require a mechanized identification of the NPA code for which the customer's end user desires DA information.

Further, when an access tandem is available and is provided, the Directory Access Service will be provided, at Telephone Company choice, either as a separate Directory Access Service trunk group or in combination with Trunkside BSA-950 Option or Trunkside BSA-101XXXX Option Switched Access Service. (D)

(2) Interface Group and Premises Interface Code

Interface Groups 2 through 10 as set forth in 6.1.2(A)(1) preceding are available for Directory Access Service. When only Directory Access Service is provided, only the following Premises Interface Codes are available:

4DS9-15	6EA2-E	4AH5-B
4DS9-31	6EA2-M	4AH6-C
4DS0-63	4SF3	4AH6-D
4DS6-44	4RV2-0	
4DS6-27		

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(2) Interface Group and Premises Interface Code (Cont'd)

Such Premises Interface Codes are described in 6.1.2(A)(1) preceding. When Directory Access Service is combined with Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option and (D)
Feature Group B or D Switched Access Service, the Premises (D)
Interface Code for combination will be the available Premises Interface Code provided for the Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option and Feature Group B (D)
or D Switched Access Service ordered by the customer. (D)
Except as set forth in 9.4(A) following:

The Interface Groups and Premises Interface Codes provided under a Special Order for Directory Access Service are subject to the order conditions as set forth in 5. preceding. For purposes of applying the order regulations, a DA location is considered to be a customer end user serving wire center.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(3) Directory Transport

Directory Transport provides the transmission facilities and transport termination between the premises of the ordering customer and the DA location. For purposes of determining Directory Transport mileage, distance will be measured from the wire center that normally serves the customer premises to the DA location(s).

Directory Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency path transports calls in the terminating direction (from the premises of the ordering customer to the DA location). The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency band width of approximately 300 to 3000 Hz.

The Telephone Company will determine whether the Directory Access Service is to be routed directly to a DA location or through an access tandem switch appropriately equipped for DA measurement and served by DA trunks to the DA location when such an access tandem switch is available. The combination of Trunkside BSA-950 Option, Trunkside (D)
BSA-101XXXX Option and Feature Group B or D Switched (D)
Access Service with DA Service will only be provided at such available and appropriately equipped access tandem switches. If the customer desires the traffic routing to be other than that selected by the Telephone Company, it may request a cooperative effort to determine if customer specified traffic routing can be used in lieu of the Telephone Company selected traffic routing.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(3) Directory Transport (Cont'd)

When Directory Transport is provided using a direct route to the DA location, no address signaling is provided. When Directory Transport is provided with the use of an access tandem switch, wink start-start pulsing signaling is provided at the access tandem switch. The customer will be notified by the Telephone Company when access tandem routing is provided and the customer shall address each call to the DA location using 411, NPA + 555 + 1212 or, when required by the Telephone Company, 555-1212. Only NPA codes handled by the DA location served by the access tandem switch will be processed.

The number of Directory Transport transmission paths provided is based on the customer's order and is determined by the Telephone Company in a manner similar to Switched Access transmission paths as set forth in 6.6.5 preceding.

Directory Transport may, at the option of the customer, be provided for both interstate and intrastate communications. When the customer requests such mixed access, the interstate Directory Transport charges will be determined by the Telephone Company using the data furnished by the customer as set forth in 2.3.14 preceding.

Except as set forth in 9.4(A) following, Directory Transport provided under a Special Order is subject to the order conditions as set forth in 5 preceding.

Directory Transport is provided with a Local Transport Interface Group as set forth in 6.1.2(A)(1) preceding. Only Local Transport Interface Groups 2-10 will be provided.

(4) Special Facilities Routing

A customer may request that Directory Access Service be provided via Special Facilities Routing. The regulations, rates and charges for Special Facility Routing (Avoidance, Diversity and Cable Only) are set forth in 11 following.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(5) Design Layout Report

The Telephone Company will provide to the customer the makeup of the facilities and services provided under this section as Directory Access Service. This information will be provided in the form of a Design Layout Report similar to that as set forth in 6.1.5. Design Layout Reports for Directory Access Service will be provided only when specifically requested by the customer. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever the facilities provided for the customer's use are materially changed.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(E) (Cont'd)

(6) Transmission Specifications

Directory Access Service is provided with either Type A or B Transmission Specification. The specifications associated with the parameters are guaranteed to the DA location, whether routed directly or via an access tandem. Type B Transmission Specification is provided with Interface Groups 2 through 10 when routed direct to a DA location. Type A Transmission Specification is provided with Interface Groups 2 through 10 when routed via an access tandem switch.

When DA Service is combined with Trunkside BSA-101XXXX Option and Feature Group D Switched Access Service, Type A Transmission Specification is provided. When DA Service is combined with Trunkside BSA-950 Option and Feature Group B Switched Access Service, Type B Transmission Specification is provided for Interface Group 2 through 10. Type A and B Transmission specifications are set forth in 6.5.1 preceding. (D)

(7) The acceptance testing and testing capabilities for Directory Access Service traffic routed through an access tandem are the same as those for the associated Trunkside BSA-101XXXX Option and Feature Group D end office switching. (D) (D) The acceptance testing for Directory Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the DA location will be as set forth in 6.1.6 preceding. The testing capabilities for Directory Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the DA location will be as set forth for cooperative scheduled testing or manual scheduled testing in 13 following.

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ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.2 Undertaking of the Telephone Company (Cont'd)

(F) Trunk side switching is provided at the DA Service access location. The DA Service access location will provide trunk answer and disconnect supervisory signaling.

(G) The Telephone Company will distribute the calls received over the Directory Access Services to the DA operators using the DA location access equipment.

(H) In the event that the telephone number is unavailable to the DA operator, no credit applies for the charge for the call to the DA operator. When the DA location or DA operator equipment or terminals are out of service due to a Telephone Company equipment failure or an incorrect number is provided, a credit as set forth in 9.4(I) following will apply. (T)

(I) DA Service may, at the option of the customer, be provided for interstate and intrastate communications. When the customer requests such mixed access, the interstate DA Service charges will be determined by the Telephone Company using the data furnished by the customer as set forth in 2.3.14 preceding.

9.3 Obligations of the Customer

(A) The customer shall specify the number of trunks and interface type of Directory Access Services it needs for DA Service. Customers ordering Standard Directory Assistance must provide transmission facilities directly to the DA location designated by the Telephone Company or through an access tandem switch appropriately equipped for DA measurement and served by DA trunks to the designated DA location. Customers ordering customized branding and/or live operator response options must provide transmission facilities directly to the designated DA location rather than through a tandem access switch. In addition, for 3 and 5 year TPP rates, the customer must screen and deliver NPA 555-1212 calls to specifically designated DA locations or access tandems prior to the commencement of the term.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.3 Obligations of the Customer (Cont'd)

(B) For month-to-month DA Service, the customer must order the service for at least six months. Thereafter, additional service may be ordered for a minimum of six months. Not later than three months prior to the end of the six months period, the customer shall notify the Telephone Company if the service is to be discontinued at the end of the six month period. If no notice is received from the customer, the Telephone Company will automatically extend the service for another six months and all appropriate charges as set forth in 9.6 following for another six months will apply.

For 3 year and 5 year Term Pricing Plans, the customer shall provide notice of renewal or discontinuance not later than three months prior to the end of the selected TPP term. If no notice is received, the customer's DA Service subscription will automatically extend for another six months under the rates, charges, and other conditions applicable to month-to-month Service. If the customer discontinues or reduces service during the TPP term, the customer will pay termination liability as specified in Section 9.4(C) following.

(C) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

(D) When requested by the Telephone Company, the customer shall order a separate trunk group for DA Service for each NPA. The conditions when the customer will be requested to order separate trunk groups for each NPA are set forth in 9.2(E)(1) preceding.

(E) When the customer bills its end users, the customer shall be responsible for all contacts and arrangements with its end users concerning the provision and maintenance of, and the billing and collecting of charges, for DA service furnished to its end users. When the Telephone Company bills the customer's end users at the request of the customer, contacts and arrangements with customer end users concerning the billing and collecting of charges will be as set forth in 8.2 preceding.

(F) The customer understands that DA Operators will only respond to two (2) telephone number requests per call and will not transfer, forward or redial the call to another location for any purpose other than the provision of DA Service.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements

(A) Minimum Periods

For month-to-month service the minimum period for which DA Service and the Directory Access Service is provided and for which charges apply is six months. A minimum period of six months applies for each additional period of service ordered or extended.

If DA Service is discontinued prior to the end of each six month period, the charges that apply for the remaining months are the non-recoverable costs. Such costs include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs less estimated net salvage.

For 3 and 5 year TPPs, the term selected by the customer will be the minimum period and termination liability as specified in Section 9.4(C) following will apply.

(B) Minimum Monthly Charge

For month-to-month service, DA service is subject to a minimum monthly charge. The minimum monthly charge for Directory Assistance Service calls is the charge as set forth in 9.6 following for the actual usage for the month.

(C) TPP Minimum and Termination Liability

(1) Except as set forth in (D) following, termination liability payment shall apply when a customer cancels or reduces service in full or in part prior to the end of the selected term period or when the customer fails to comply with the conditions required for a 3 or 5 year Term Pricing Plan.

(2) A customer's minimum call volume shall be the number of Directory Assistance calls the customer delivered to the Telephone Company in the twelve month period immediately preceding the selected TPP term. If the customer has not previously delivered DA calls to the Telephone Company in that twelve month period, the minimum call volume shall be determined upon the conclusion of the twelfth consecutive month of delivering DA calls to the Telephone Company.

If the customer discontinues service prior to the conclusion of a twelve month period necessary to establish the minimum call volume, the call volume will be determined by multiplying the monthly average for the number of months the customer had service by twelve.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(C) Termination Liability (Cont'd)

(3) The quantity of calls subject to termination liability is based on the minimum call volume. When the customer's actual usage in any year of the term falls below the customer's minimum call volume, the customer has the option of either (a) or (b) following:

(a) Reducing the original minimum call volume and paying for the difference between the minimum and reduced call volumes at the month-to-month per call rates.

For example, a customer with a minimum call volume of 1000 calls elects to reduce the minimum call volume to 900 calls. Customer will pay the difference (1000-900) multiplied by the month-to-month rate.

(b) Remaining with the original minimum call volume and paying for a missed commitment level using the following calculation:

100% of the TPP per call charges is applied to the difference between 90% of the minimum call volume and the actual call volume.

For example, a customer with a minimum call volume of 1000 calls for the previous year elects to maintain that 1000 call commitment level in the following year. If the actual call volume was 800 calls, this customer will pay 100% of the TPP charges for 100 calls; [i.e., 90% of 1000 (minimum volume) = 900 (adjusted minimum) - 800 (actual volume) = 100 calls].

(4) The termination liability charge is calculated as follows:

(a) First Year

For services discontinued within the first year, the customer will be liable for the total charges for the minimum call volume for the first year at month-to-month rates and 15% of the total charges for the remainder of the term commitment period based on the minimum call volume at month-to-month rates. Amounts previously paid by customers for the Telephone Company calls handled in the first year shall be applied as a credit to the total due the Telephone Company.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(C) Termination Liability (Cont'd)

(4) (Cont'd)

(b) Subsequent Years

For services discontinued after the first 12 months of a plan, customers will be liable for the difference between the rate actually paid and the lowest rate that would have applied based on the term of customer's actual usage (adjusted rate) in addition to 5% of the total charges for the remaining portion of their term commitment period.

For example, if a customer in a 5-year term plan disconnects at the end of 36 months, the highest TPP period that could have been satisfied is three years. The termination liability would be calculated as follows: 3-year monthly term rate minus 5-year monthly term rate X calls handled, plus 5% X 2 remaining years X minimum call volume X 3 year rate.

(D) TPP Termination Without Liability

(1) A TPP may be canceled without liability should the tariff rates applicable to the customer increase.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

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

(2) Termination liability specified in 9(4)(C)(4) will not apply if the customer subscribes at the same minimum call volume to another Telephone Company Directory Assistance term plan of equal or greater length than the unexpired portion of the current term. The rates of the new term plan shall apply to the remainder of the new term plan.

If the customer fails to provide the Telephone Company at least seven months advance notice before the conversion to the alternative Telephone Company Directory Assistance term plan, then the customer is liable for any non-recoverable nonrecurring costs associated with converting a TPP to another Telephone Company Directory Assistance Service. Such costs include the non-recoverable costs of equipment and material ordered, provided, or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, force reductions, supervision, transportation, rights-of-way, and other associated costs less estimated net salvage.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(E) Cancellation of A Special Order

A customer may cancel a Special Order for DA Service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the Special Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

When a customer cancels a Special Order for DA Service after the order date but prior to the start of service, the appropriate charges as set forth in 5. preceding apply for the Directory Access Service cancelled. In addition, a charge equal to any unrecoverable capital costs incurred by the Telephone Company will apply to the customer.

(F) Changes to Special Orders

When a customer requests changes to a pending order for DA Services, such changes will be undertaken if they can be accommodated by the Telephone Company. The appropriate charges as set forth in 5. preceding apply for the Directory Access Service changed. In addition, a charge equal to any other costs incurred by the Telephone Company because of the change will apply.

(G) Moves

A move involves a change in the physical location of the point of termination at the customer premises or of the customer premises. Moves will be treated as set forth in 6.8.7 preceding and all associated nonrecurring charges will apply. Minimum period requirements will be established at the new location as set forth in 6.8.7 preceding. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(H) DA Service Rearrangements

Nonrecurring charges apply for service rearrangements. Service rearrangements are as set forth in 6.8.1(C)(2) preceding. The Service Rearrangement Charges are as set forth in 6.8.1(C)(2) for the type of change provided by the Telephone Company.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(I) Credit Allowance For DA Service

(1) When the DA location or DA operator equipment or terminals are out of service due to a Telephone Company equipment failure or an incorrect number is provided and a customer DA call has been answered or forwarded to a DA operator, a credit allowance for a call answered or forwarded to the DA operator equal to the rate for a Directory Assistance Service Call as set forth in 9.6 following plus the rate for a Directory Transport call will be applied to the customer's charges. The rate for a Directory Transport call will be the average of the Directory Transport rates per call as set forth in 9.6 following.

(2) In addition to the credit as set forth in (1) preceding, when a DA operator or DA equipment provides an incorrect number for a call and the customer reports such occurrences to the Telephone Company, a credit allowance for such DA call will apply. The credit will be as set forth in (3) following. When the customer reports such a call and the number requested, the number provided and the reason the number provided is incorrect, the number of calls for which a credit will apply will be developed by the Telephone Company in cooperation with the customer.

(3) When a DA call is not completed due to the failure of Directory Access Service to DA locations, DA access equipment or DA operator activities, a credit allowance for the Switched Access Service portion in the originating LATA of such DA call will apply. When the customer reports such a call and DA number dialed, time of the call and the date of the call, the number of calls for which a credit will apply will be developed by the Telephone Company in cooperation with the customer. The credit will be as set forth following:

(a)	Credit per call when Switched Access Service is billed using Transitional rates	(.0050)*
(b)	Credit per call when Lineside BSA, Trunkside BSA - 950 Option, or Feature Group A or B Switched Access Service is billed using Premium per minute rates	(.0100)*
(c)	Credit per call when Trunkside BSA-101XXX Option, or Feature Group D Switched Access Service is billed using Premium per minute rates	(.0100)* (D) (D)

* ( ) equals a negative amount.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.4 Payment Arrangements (Cont'd)

(I) Credit Allowance For DA Service (Cont'd)

(4) Credit allowances for other service interruptions will be provided as set forth in Section 2.7.1.1 preceding. (T)

9.5 Rate Regulations

(A) The Directory Assistance service call charge, as set forth in 9.6 (A) following, applies for each call to DA Service. A call is a call which has been answered by or forwarded to a DA operator. The charge applies whether or not the DA operator provides the requested telephone number. The number of calls answered or forwarded to DA operators will be accumulated by Telephone Company measuring equipment. A credit for the provision of an incorrect telephone number will be applied as set forth in 9.4(I) preceding. (T)

The Directory Transport rate is comprised of the Tandem-Switched Transmission rate, the Tandem-Switching rate, a Tandem-Multiplexing rate and an Interconnection Charge.

(B) The mileage for Directory Transport is measured from the serving wire center for the premises of the ordering customer to the DA location. Title Page notwithstanding, these two wire centers may be in different LATAs. In addition, the premises of the ordering customer must be in the LATA where DA service is requested or in the LATA where the DA location is located. The measurement will be performed as set forth in 6.8.13 preceding.

(C) The charge per call for Directory Transport, as set forth in 9.6 (B) following, applies for each call to DA Service. A call is as set forth in (A) preceding. The number of calls will be accumulated as set forth in (A) preceding.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.6 Rates and Charges

The rates and charges are:

(Z)

	Month to Month	3 Year	5 Year
(A) Directory Assistance Service rates per call, each			
Type of Service			
Standard Directory Assistance	.275	.25	.23
Standard with Customized Branding	.278	.253	.233
Live Operator Response	.285	.26	.24
Live Operator Response with Customized Branding	.288	.263	.243

(B) Directory Access Service

- Directory Access Installation	Charges are the same as those set forth in 6.9.1 preceding
- Directory Transport	Rate Per Call
Tandem-Switched Transmission	
- Fixed	.000075
- Per mile	.000015
Tandem-Switching	.000400
Directory Assistant Transport Multiplexing	.000050
Transport Interconnection Charge	.000000

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9. Directory Assistance Service (Cont'd)

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9. Directory Assistance Service (Cont'd)

9.8 Operator Services-Automatic Call Distribution Service (S)

A) General

The Telephone Company will use Nortel's Telephone Operator Position System (TOPS™) to provide Operator Services-Automatic Call Distribution (OS-ACD) Service. (TOPS™ is a Nortel registered trademark.) OS-ACD Service will provide operator distribution functionality to customers who deliver calls to the Telephone Company's network. The Telephone Company will queue, route, and manage calls to customer-provided operator terminals that are compatible with Nortel's Open Position Protocol (OPP). Each call can be branded with a customized announcement as an optional feature of OS-ACD Service. The number of positions served and the call processing capacity of OS-ACD Service is engineered based on the customer's requirements and the Telephone Company's available capacity. (S) (C)(X) (C)(X) (S)

1) The customer is responsible for transport facilities required to transport calls to the designated OS-ACD switch.

2) The customer is responsible for interconnecting facilities between the designated OS-ACD switch and the customer's OSP.

B) Availability

OS-ACD Service is available at switch locations designated by the Telephone Company and as identified in National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4. Effective August 18, 2001, OS-ACD Service will be available to customers in the state of Pennsylvania. Additional switch locations will be added, and will be published in the NECA Tariff F.C.C. No. 4, as facilities become available. (S) (C)(X) (C)(X) (S) (S) (C)(X) (C)(X)

C) Technical Requirements (S)

Nortel's Open Position Protocol (OPP) is used as the network interface between OS-ACD Service and the customer's OSPs. The OPP network interface is defined in Nortel Document No. Q214-1. Compatible customer provided equipment (CPE) and software will also be required. (S)

(S) Reissued material filed under Transmittal No. 77 and scheduled to become effective August 18, 2001.

(X) Filed under authority of Special Permission No. 01-091 of the Federal Communications Commission.

ACCESS SERVICE

9. Directory Assistance Service (Cont'd)

9.8 Operator Services-Automatic Call Distribution Service (Cont'd)

D) Rate Regulations (N)

1) Rates are applied per call delivered to the Telephone Company's network.

2) Testing and implementation is required and will be priced on an individual case basis.

E) Rates and Charges

OS-ACD Service, per call	$0.0524	(N)

ACCESS SERVICE

10. Federal Government Access Services

The Federal Government Special Access Services included in this tariff are Non-Competitive End-User Channel Terminations. Other Federal Government Special Access Service components needed to complete a circuit are available as described in Section 1.1 preceding. (N) | | (N)

10.1 General

This section covers Access Services that are provided to a customer for use only by agencies or branches of the Federal Government and other users authorized by the Federal Government. Services provided to state emergency operations centers are included. These services provide for command and control communications, including communications for national security, emergency preparedness and presidential requirements. They are required to assure continuity of Government in emergency and crisis situations and to provide for national security. In addition, this section covers the Telecommunications Service Priority (TSP) System service and procedures as set forth in 10.8.1(D) since it is administered by the Federal Government.

Services for command and control communications and for national security and emergency preparedness may sometimes be provided under non-emergency conditions for a short duration to determine network assurance. However, the Telephone Company reserves the right to limit or to decline participation in these non-emergency condition requests for service.

10.2 Emergency Conditions

These services will be provided on the date requested or as soon as possible thereafter when the emergency falls into one of the following categories:

(A) State of crisis declared by the National Command Authorities (includes commitments made to the National Communications System in the "National Plan for Emergencies and Major Disasters").

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.2 Emergency Conditions (Cont'd)

(B) Efforts to protect endangered U.S. personnel or property both in the U.S. and abroad. (Includes space vehicle recovery and protection efforts.)

(C) Communications requirements resulting from hostile action, a major disaster or a major civil disturbance.

(D) The director (Cabinet level) of a Federal department, Commander of a Unified/Specified Command, or head of a military department has certified that a communications requirement is so critical to the protection of life and property or to the National Defense that it must be processed immediately.

(E) Political unrest in foreign countries which affect the national interest.

(F) Presidential service.

10.3 Intervals to Provide Service

Certain services provided under the provisions of this section of the tariff are provided on an individual case basis. Therefore, orders for such service shall be placed under the negotiated Interval provisions set forth in 5.2.1.(B) preceding.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.4 Facility Availability

In order to insure communications during periods of emergency, the Telephone Company will, within the limits of good management, make available the necessary facilities to restore service in the event of damage or to provide temporary emergency service as set forth in Section 10.8.1(D) and 10.8.2.(D), following.

In order to meet the requirements of agencies or branches of the Federal Government, the Telephone Company may utilize government-owned facilities, when necessary to provide service.

10.5 Federal Government Regulations

In accordance with Federal Government Regulations, all service provided to the Federal Government will be billed in arrears. However, this provision does not apply to other customers that obtain services under the provisions of this tariff to provide their services to the Federal Government.

10.6 Reserved (C)

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|
(D)

10.7 Move Charges

When service is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half the nonrecurring charge applies.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services

The following unique services are provided to a customer for use only by agencies or branches of the Federal Government, other authorized users and state emergency operations centers. The rates and charges for certain services shall be developed on an individual case basis and shall be consistent with the rates and charges for services offered in other sections of this tariff.

10.8.1 Type and Description

(A) Voice Grade Special Access Services

(1) Reserved. (C)

(D)

(D)

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(A) Voice Grade Special Access Services (Cont'd)

(D)
(D)

(2) Voice Grade Secure Communications Type II

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between an IC premises on an End User's premises and an End User's premises. Services are conditioned as follows:

G-1 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same as Voice Grade Secure Communications Type I services without additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(A) Voice Grade Special Access Services (Cont'd)

(3) Voice Grade Secure Communications Type III

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between a customer premises switch and a customer premises. Services are conditioned as follows:

G-2 Conditioning - The absolute loss with respect to frequency and the net loss variation from the switch to an end user's premises shall be the same as Voice Grade Secure Communications Type I services without additional conditioning; from an end user's premises to the switch shall be the same as Voice Grade Secure Communications Type I services with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

(4) Voice Grade Secure Communications Type IV

Approximate bandwidth 10-50,000 Hz. Furnished on four-wire metallic facilities for duplex operation for two-point secure communications between two customer premises switches. Services are conditioned as follows:

G-3 Conditioning - The absolute loss with respect to frequency and the net loss variation shall be the same in both directions of transmission as Voice Grade Secure Communications Type I services with additional conditioning. Voice frequency signaling or supervisory tones can be transmitted.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(B) Reserved. (C)

(D)

(D)

(C) Special Routing Access Service

Special Routing Access Service is a specialized service for use by carriers authorized to provide their service for an agency or branch of the Federal Government. This service provides the customer's end users the ability to originate and terminate calls to or from the customer's premises.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(C) Special Routing Access Service (Cont'd)

This service is an optional service which operates in conjunction with Trunk Side Premium Access Service furnished under other provisions of this tariff.

The Telephone Company will manually record Special Routing Access Service Active Mode Trunk Usage, and will bill the customer in accordance with these records. The hours for each trunk ordered will be summed and then rounded to the nearest half hour, except that when the initial activation total is less than one hour, one hour will be used to determine the charge.

(D) Telecommunications Service Priority (TSP) System

(1) Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook (T)
National Communications System (NCS) H 3-1-2", (T)
and "Telecommunications Service Priority (TSP) (T)
System for National Security Emergency Preparedness (NSEP) Service User Manual, (T)
National Communications System (NCS) M 3-1-1". (T)

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

(2) The TSP System's applicability is limited to Access Services which the Telephone Company can discreetly identify for priority provisioning and/or restoration.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(D) Telecommunications Service Priority (TSP) System (Cont'd)

(3) Some of the elements required for the TSP System are included in other sections of this tariff as general service offerings. They have been referenced in this section to reflect the complete TSP System with appropriate references to those other sections of the tariff for regulations, rates and charges.

(4) The customer for TSP System Service also must be the same customer for the Access Service with which it is associated.

(5) Under certain conditions it may be necessary to preempt one or more customer services with a lower or no restoration priority in order to install or restore NSEP telecommunications service(s) of a higher priority. If such preemption is necessary, and if circumstances permit, the Telephone Company will make reasonable effort to notify the preempted service customer of the action to be taken. Credit allowance for such service preemption shall be made in accordance with the provisions set forth in 2.4.4(E) preceding concerning Temporary Surrender of a Service.

(6) The customer, in obtaining TSP System service, acknowledges and consents to the provision of certain customer service record information by the Telephone Company to the Federal Government, as specified in the TSP Service Vendor Handbook, in order for the Government to maintain and administer its overall TSP System. This customer service record information will include only TSP Authorization Code and Telephone Company Circuit/Service ID.

(7) When Priority Restoration Maintenance and Administration, as defined in the TSP Service Vendor Handbook, is discontinued (Revocation of Assigned Restoration Priority), and the associated Access Service is continued in service, the charge specified in 10.8.2(D)(2)(C) will not apply for such a discontinuance.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.1 Type and Description (Cont'd)

(D) Telecommunications Service Priority (TSP) System (Cont'd)

(8) Credit allowance for service interruption for Priority Restoration Maintenance and Administration shall be the same as for the Access Service with which it is associated as set forth in Section 2.7.1.1 preceding. (T)

(9) Certain activities performed by the Telephone Company in association with the TSP System are as follows:

(a) Priority Installation Invocation includes System Implementation, Verification, Confirmation, and Preemption.

(b) Priority Restoration Level Implementation includes System Implementation, Verification, and Confirmation.

(c) Priority Restoration Level Change includes Verification and Confirmation.

(d) Priority Restoration Maintenance and Administration includes Reconciliation and Preemption.

(10) The customer, in obtaining a Priority Restoration, recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of certain Access Services will cause unnecessary delays. In subscribing to Priority Restoration service the customer recognizes this condition and grants the Telephone Company the right to quote charges after the restoration has been completed.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges

District of Columbia and the States of Maryland and Virginia

(A) Voice Grade Special Access Service

The provision of G conditioned services contemplates station and tandem switching operations, using customer provided equipment, as well as Special Access Service. In addition to the rates and charges shown below, appropriate channel termination and mileage rates and charges for interstate narrowband or voicegrade services provided by the Telephone Company, where required, apply. (C) (C) (D)

Voice Grade Secure Communications	USOC	Monthly Rates	Nonrecurring Charges	
Type II, each G-1 Conditioning, per service termination	GTA	$425.00	$1.00	(D) | | (D)
Type III, each G-2 Conditioning, per service termination	GTD	450.00	$1.00	(D) | | (D)

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges (Cont'd)

District of Columbia and the States of Maryland and Virginia (Cont'd)

(A) Voice Grade Special Access Service (Cont'd)

Voice Grade Secure Communications	USOC	Monthly Rates	Nonrecurring Charges	
Type IV, each G-3 Conditioning, per service termination	GTJ	$475.00	$1.00	(D) (D)

(B) Reserved.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(C) Special Routing Access Service

The following rates and charges are in addition to all other rates and charges that may be applicable for other services that may be furnished under the provisions of this tariff to operate in conjunction with this service.

	USOC	Recurring Charges	Nonrecurring Charges
(1) Special Routing Access Service Area Plan-Setup and Removal, Per End Office or Tandem Office Switching System. (Note 1)(Note 2)	G1B	-	$106.05
(2) Special Routing Access Service Trunk Group Setup and Removal, Per End Office or Tandem Office Switching System, Per Occurrence (Note 1) (Note 2)	G1D	-	617.32

(Note 1) The service setups will only be activated in offices that are specifically negotiated by the customer with the Telephone Company and are mutually agreeable between both parties.

(Note 2) End Offices will be updated for activation and/or deactivation annually.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(C) Special Routing Access Service (Cont'd)

	USOC	Recurring Charges		Nonrecurring Charges
(3) Activation or Deactivation, of Special Routing Access Service, Per End Office or Tandem Office Switching System, Per Occurrence	G1E	-		$113.66
(4) Special Routing Access Service Trunk Usage, When Activated, Per Trunk, Per Initial Activation Hour			G1T	$1.45 *
(5) Special Routing Access Service Trunk Usage, When Activated, Per Trunk, Per Subsequent One-half Hour	G1N	.72 *		-
(6) Special Routing Access Service Maintenance and Administration, Per End Office or Tandem Office Switching System, Per Month	G1M	64.83		-

* This rate is in addition to Trunk Side Premium Access Service rates, as set forth in 6 preceding, which apply on an ongoing basis whether SRAS is activated or not.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)
10.8 Security and Emergency Services (Cont'd)
10.8.2 Rates and Charges (Cont'd)
(D) Telecommunications Service Priority (TSP) System

The following rates and charges are in addition to all other rates and charges that may be applicable for other services that may be furnished under the provisions of this tariff which operate in conjunction with the TSP System. This includes, but is not limited to, Maintenance of Service as set forth in 13.3.1 following.

When a Special Access Service is provided entirely or in part under this tariff, the TSP rates and charges in this tariff will apply. (N)

	USOC	Monthly Rates	Nonrecurring Charges	
(1) Priority Installation (PI) of an Access Service - Invocation includes System Implementation, Verification, Confirmation and Preemption* - Per Circuit				
Prime Service Vendor	P1APX	None	$130.00	(D)
Subcontractor	P1ASX	None	$130.00	(D)

(a) Expedited (Emergency or Essential): Regulations, rates and charges are the same as those set forth in 5.2.2(D) preceding for the Switched or Special Access Service for which PI is required.

(b) Utilizing Specially Constructed Facilities: Regulations, rates and Facilities charges are the same as those set forth in the appropriate Special Construction Tariff for Switched or Special Access Services for which PI is required (see Section 1.5 preceding).

* When an Access Service is ordered with both PI and PR, the associated nonrecurring charge for PR applies.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(D) Telecommunications Service Priority (TSP) System (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges	
(2) Priority Restoration (PR) Level Implementation on an Access Service - Per Circuit				
(a) When PR level is implemented - includes System Implementation Verification and Confirmation*				
Prime Service Vendor	PR5PX	None	$75.00	(D) | | (D)
Subcontractor	PR5SX	None	75.00	(D) | | (D)

* When an Access Service is ordered with both PI and PR, the associated nonrecurring charge for PR applies.

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ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.8 Security and Emergency Services (Cont'd)

10.8.2 Rates and Charges (Cont'd)

(D) Telecommunications Service Priority (TSP) System (Cont'd)

(2) (Cont'd)

	USOC	Monthly Rates	Nonrecurring Charges	
(b) When the PR level is changed on an associated working Access Service - includes Verification and Confirmation				
Prime Service Vendor	PR8PX	None	130.00	(D) (D)
Subcontractor	PR8SX	None	130.00	(D) (D)
(c) Administration and maintenance of PR Service - includes Reconciliation and Preemption				
Prime Service Vendor	PR9PX	2.00	None	(D) (D)
Subcontractor	PR9SX	2.00	None	(D) (D)

* When an Access Service is ordered with both PI and PR, the associated nonrecurring charge for PR applies.

ACCESS SERVICE

10. Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements

Services provided in this section are unique service arrangements for agencies and branches of the Federal Government, and other users authorized by the Federal Government. The rates and charges for these services are developed on an individual case basis. Unless otherwise stated these services are offered in the Washington LATA.

10.9.1 Reserved

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements

10.9.2 Government Emergency Telecommunications-Alternate Carrier Routing Service (GETS-ACR)

GETS-ACR is an emergency telecommunications service offered by the United States Government Office of the Manager, National Communications System (OMNCS). Access to GETS-ACR is accomplished through the use of the 710 non-geographical Numbering Plan Area (NPA) code activated in end offices and tandem switching office systems, and by an Interexchange Carrier (IC) designated by the OMNCS as a GETS-ACR designated IC. GETS-ACR Access is available in the entire Telephone Company service area. The GETS-ACR 710 non-geographical NPA code will be opened in all areas serviced by the Telephone Company.

GETS-ACR allows the GETS universal access number 710-NCS-GETS or 1 plus the GETS access number, to be treated uniquely within the public network. GETS-ACR routes the call alternately to three pre-selected Interexchange Carriers (ICs), identified by their Carrier Identification Codes (CICs). Calls are routed based on a predetermined sequence:

- Primary IC
- Alternate IC
- Second Alternate IC

GETS-ACR facilities are designed to be used only for emergency government telecommunications and for testing of government emergency systems and may not be used by unauthorized end users. The Telephone Company will work cooperatively with the customer to provide service at the customer's request where facilities are available. In cases where facilities are not available, the Telephone Company will provide service to the customer as soon as reasonably possible.

(A) Rates and Charges

	USOC	Monthly Rate	Nonrecurring Charge
GETS-ACR Code Activation - per end office	ARFPE	$30.00	$1,000.00
GETS-ACR Rearrangement - per occurrence	NRBGY		150.00

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements (Cont'd)

10.9.2 Government Emergency Telecommunications-Alternate Carrier Routing Service (GETS-ACR) (Cont'd)

10.9.2.1 GETS-ACR Calling Party Number (CPN) Feature

(A) Description

Calling Party Number (CPN) modifies the call detail information from the originating calling party number to the universal GETS access number 710-NCS-GETS. It is the universal GETS access number, not the actual calling party number that is passed to the Interexchange Carriers (ICs). The capability to activate and deactivate this feature will be provided. The Telephone Company will deploy CPN where technically available.

(B) Rates and Charges

	USOC	Nonrecurring Charge
Calling Party Number - per service activation and deactivation	NRBGZ	$150.00

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements

10.9.2 Government Emergency Telecommunications-Alternate Carrier Routing Service (GETS-ACR) (Cont'd)

10.9.2.2 Government Emergency Telecommunications Service High Probability of Completion/Enhanced Alternate Carrier Routing (T) (T)

Government Emergency Telecommunications Service High Probability of Completion/Enhanced Alternate Carrier Routing (GETS HPC/EACR) is an emergency telecommunications service offered by the United States Government Office of the Manager, National Communications System (OMNCS). Access to GETS HPC/EACR provides a greater likelihood that callers using this special arrangement will complete their calls during periods when the Telephone Company network is congested. GETS calls will be marked with a special "high probability of completion" (HPC) designation, which elevates the class of a call above its normal level. (T) (T)

GETS HPC/EACR is available in all end offices and tandem switches in the Telephone Company service area where technically feasible.

GETS HPC/EACR facilities are designed to be used for emergency Federal government telecommunications only and may not be used by unauthorized end users.

(A) Rates and Charges

	USOC	Monthly Rate	Nonrecurring Charge
GETS HPC/EACR Service			
- Per End Office		$35.00	$2,778.71
- Per Access Tandem		39.01	3,723.94

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements

10.9.2 Government Emergency Telecommunications-Alternate Carrier Routing Service (GETS-ACR) (Cont'd)

10.9.2.3 GETS Expanded Enhanced Alternate Carrier Routing (GETS Expanded EACR) (N)

GETS Expanded EACR provides end offices with the ability to perform EACR on any 10 digit number with the 710 NPA code (710-XXX-XXXX). GETS Expanded EACR is available in end offices in the Telephone Company service area where technically feasible.

(A) Rates and Charges

	USOC	Nonrecurring Charge	Monthly Rate	
GETS Expanded EACR - Per End Office	NOTE	$145.00	N/A	(N)

NOTE: USOC to be provided later. (N)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Service and Arrangements

10.9.2 Government Emergency Telecommunications-Alternate Carrier Routing Service (GETS-ACR) (Cont'd)

10.9.2.4 GETS Expanded High Probability of Completion (GETS Expanded HPC) and Office Wide Call/Egress Queuing/ (N)

GETS Expanded HPC enables suitably equipped offices to recognize any 10 digit number with the 710 NPA code (710-XXX-XXXX) and apply the HPC feature.

GETS Office Wide Call/Egress Queuing (OWCQ/OWEQ) provides a greater likelihood that GETS callers will complete their HPC calls during periods when the Telephone Company network is congested. When all trunks in a public trunk group are busy, Office Wide Call Queuing enables a call to be placed in queue on any member of the trunk group to wait its turn to be passed on through the network to the called destination. When all trunks in a private trunk group (PBX system) are busy, Office Wide Egress Queuing enables a call to be placed in queue until the next trunk is available.

Expanded HPC and OWCQ/OWEQ is available in all end office and tandem switches in the Telephone Company area where technically feasible.

(A) Rates and Charges

	USOC	Nonrecurring Charge	Monthly Rate	
GETS Expanded HPC and OWCQ/OWEQ				
- Per End Office/ Access Tandem	NOTE	$600.00	$3.50	(N)

(N)

NOTE: USOC to be provided later.

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.3 Reserved for Future Use (C)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

(D)

(D)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

(D)

(D)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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(D)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.4 Reserved (C)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.5 Reserved for Future Use (C)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

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10. Special Federal Government Access Services (Cont'd)
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10. Special Federal Government Access Services (Cont'd)
10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)
    10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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    10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)
    10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)
    10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI)

(A) General

The FAA Telecommunications Infrastructure (FTI) is a uniquely rated and designed program providing certain Special Access services for the Federal Aviation Administration (FAA), with Harris Corporation as agent for the FAA. FTI provides Voice Grade Service, Digital Data Service, High Capacity Services (DS1 and DS3), and IntelliLight Broadband Transport (IBT).

(B) Terms and Conditions

(1) FTI is provided pursuant to a five-year contract and may be renewed up to thirteen times in one-year increments. The service will continue until terminated for up to an 18- year period. (C) (C)

(2) Except as otherwise stated in this section, the services provided are the same as those services described in Section 7 preceding of this tariff. The services are subject to the general regulations of this tariff unless otherwise stated. (D) (D)

(3) FTI is available from every wire center in all operating territories under this tariff, subject to the availability of suitable facilities.

(4) FTI allows connectivity to other Telephone Company services and to any other Interexchange Carrier point of presence (POP) through Collocated Interconnection as described in Section 19 following.

(5) The rates and charges for FTI are specified in (C) following and apply in lieu of the rates, charges and term plans specified in Section 7 for the specific service involved (D)

(6) Service connections will utilize the following Network Channel Interface codes.

Service	NC	NCI	SECNCI
VG4 4 Wire	LE--	04NO2	04NO2
VG4 4 Wire (Derived from DS1)	LE--	04DS9.15 04DS9.1S 04DU9 04QB9.11	04NO2
VG6 4 Wire	LG--	04NO2 04DA2	04NO2 04DA2

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI) (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Service connections will utilize the following Network Channel Interface codes (Cont'd)

Service	NC	NCI	SECNCI	(C)
VG6 4 Wire	LG--	04DS9.15	04NO2	(x)
(Derived from DS1)		04DS9.1S	04DA2	
		04DU9		
		04QB9.11		
VG7 4 Wire	LH--	04NO2	04NO2	
VG7 4 Wire	LH--	04DS9.15	04NO2	
(Derived from DS1)		04DS9.1S		
		04DU9		
		04QB9.11		
VG9 4 Wire	LK--	04NO2	04NO2	
VG9 4 Wire	LK--	04DS9.15	04NO2	
(Derived from DS1)		04DS9.1S		
		04DU9		
		04QB9.11		
VG10 4 Wire	LN--	04NO2	04NO2	
		04NO3	04NO3	
		06DA2	06DA2	
VG10 4 Wire	LN--	04DS9.15	04NO2	
(Derived from DS1)		04DS9.1S	04NO3	
		04DU9	06DA2	
		04QB9.11		(C) (x)

(x) Certain material on this page formerly appeared on Original Page 10-53.

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI) (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Service connections will utilize the following Network Channel Interface codes (Cont'd)

Service	NC	NCI	SECNCI	(C)
DDS 64 Kbps	XDA-, XDAB	04DU5.64 04DS9.15 04DS9.1S 04DU9 04QB9.11	04DU5.64	(C)
DS1 no CFA (non-Collocated)	HC--, HCE-, HC-M, HCEM	04DS9.15 04DS9.1S 04DU9	04DS9.15 04DS9.1S 04DU9 04QB9.11 04DS6.44 04QB6.33	
DS1 riding CA/PR (Collocated)	HC--, HCE-, HC-M, HCEM	04QB9.11	04DS9.15 04DS9.1S 04DU9 04QB9.11 04DS6.44 04QB6.33	
DS1 from DS3 (Collocated)	HC--, HCE-, HC-M, HCEM	04QB6.33	04DS9.15 04DS9.1S 04DU9 04QB9.11 04DS6.44 04QB6.33	
DS1 from DS3 (non-Collocated)	HC--, HCE-, HC-M, HCEM	04DS6.44	04DS9.15 04DS9.1S 04DU9 04QB9.11 04DS6.44 04QB6.33	(C)

Certain material previously found on this page can now be found on Original Page 10-54.1.

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI) (Cont'd)

(B) Terms and Conditions (Cont'd)

(6) Service connections will utilize the following Network Channel Interface codes (Cont'd)

Service	NC	NCI	SECNCI
DS3/Electrical (non-Collocated)	HF--, HFC-, HF-M, HCEM	04DS6.44 04QB6.33	04DS6.44 04QB6.33
DS3 (Collocated)	HF--, HFC-, HF-M, HFZM	04QB6.33	04DS6.44 04QB6.33

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI) (Cont'd)

(C) Rates and Charges

For each service provided under FTI, the following rates and charges apply.

	USOC	Monthly Rate	Nonrecurring Charge	
(1) Voice Grade Service				
(a) Channel Termination Per point of termination				
- Four Wire	TVJJ4	$44.10	$1.00	(D) (D)
(2) Digital Data Service				
(a) Channel Termination Per point of termination				
- 64 Kbps	TVJKX	66.50	1.00	(D) (D)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.6 FAA Telecommunications Infrastructure (FTI) (Cont'd)

(C) Rates and Charges (Cont'd)

	USOC	Monthly Rate	Nonrecurring Charge	
(3) High Capacity Service				
(a) 1.544 Mbps (DS1) Channel Termination				
- Per point of termination	TVJLX	$145.00	$1.00	(D)
(b) 44.736 Mbps (DS3) Optical or Electrical Channel Termination				(T)
- Per point of termination	TVJMX	1,598.00	1.00	(D)

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.7 Federal Markets High Capacity Services

(A) General

Provision of uniquely rated High Capacity Services that are provided to a customer for use only by agencies and branches of the Federal Government and other users authorized by the Federal Government. Federal Markets High Capacity Services are available in all end offices in the Telephone Company service area, subject to the availability of suitable facilities.

A High Capacity channel is a channel for the digital transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises or between a customer designated premises and a Telephone Company Hub at 1.544 and 44.736 Mbps transmission.

(1) DS1 High Capacity/1.544 Mbps Service Non-Competitive End User Channel Termination (C) (C)

DS1 service (a 1.544 Mbps facility) is provided with an electrical interface.

(2) DS3 High Capacity/44.736 Mbps Service Non-Competitive End User Channel Termination (C) (C)

DS3 service is available in standard channel termination configurations and is provided with an electrical interface.

(3) Channel Terminations other than Non-Competitive End User Channel Terminations, Channel Mileage and Central Office Multiplexing are detariffed. (C) | (C)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.7 Federal Markets High Capacity Services (Cont'd)

(B) Terms and Conditions

(1) Except as otherwise stated in this section, the services provided are the same as those services described in Section 7 preceding of this tariff.

(2) Except as otherwise noted, the regulations stated herein are in addition to other applicable regulations contained in other sections of this tariff for the underlying services, including credit allowances, and when applicable, rearrangement charges.

(3) The minimum service period for Federal Markets High Capacity Services is one month.

(4) Technical specifications for DS1 service are delineated in Technical Reference ANSI T1.403-1999 (R2007) for the carrier interface Network Interface (NI). Technical specifications for DS3 service are delineated in Technical Reference ANSI T1.404-2002 (R2006). (C)(x) (C)(x) (C)(x)

(5) The monthly rates and installation nonrecurring charges for Federal Markets High Capacity Services are specified in (C) following and apply in lieu of the monthly rates, installation nonrecurring charges and term plans specified in Section 7 for the specific service involved.

(6) Federal Markets High Capacity Services customers are not eligible for any additional discounts or to enroll/subscribe in any term, volume or discount plan under any other sections of this tariff.

(x) ANSI T1.403-1999 (R2007) replaces ANSI T1.403-1999 in its entirety.
ANSI T1.404-2002 (R2006) replaces ANSI T1.404-2002 in its entirety.

ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)
10.9 Specialized Services and Arrangements (Cont'd)
10.9.7 Federal Markets High Capacity Services (Cont'd)

(C) Rates and Charges

	USOC	Monthly Rates	Nonrecurring Charges	
(1) Channel Termination, Per point of termination				
a) 1.544 Mbps/DS1 Service	TVJYX			
Rate Zone 1		$ 142.00	$220.00	
Rate Zone 2		142.00	220.00	
Rate Zone 3		142.00	220.00	(D)
b) 44.736 Mbps/DS3 Service	TVJZX			
Rate Zone 1		$1,300.00	$1.00	
Rate Zone 2		1,300.00	1.00	
Rate Zone 3		1,300.00	1.00	(D)

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10.9.8 Reserved (C)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

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ACCESS SERVICE

10. Special Federal Government Access Services (Cont'd)

10.9 Specialized Services and Arrangements (Cont'd)

10.9.9 Enterprise Infrastructure Solutions (EIS) (N)

(A) Federal Universal Service Fund (FUSF) Surcharge

EIS customers who are assessed a Subscriber Line Charge (SLC) as specified in Section 4.1.7(A) preceding will be assessed a monthly FUSF Surcharge as specified herein in lieu of the FUSF Surcharges set forth in Section 4.1.7(D)(2) and 4.1.7(D)(4) through 4.1.7(D)(6) preceding. The SLC is included in the EIS customer's rate.

The FUSF Surcharge applicable to EIS will be determined by multiplying an FUSF Surcharge Factor, as set forth in Section 4.1.7(D)(14) preceding, by the SLC portion of the monthly recurring charge applicable to the EIS customer for each of the following services:

- ISDN BRI
- ISDN PRI
- Single Line Business
- Multi-Line Business

(N)

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ACCESS SERVICE

11. Special Facilities Routing of Access Services

11.1 Description of Special Facilities Routing of Access Services

The services provided under this tariff are provided over such routes and facilities as the Telephone Company may elect. Special Facilities Routing is involved when, in order to comply with requirements specified by the customer, the Telephone Company provides Switched Access Service, Special Access Service or Special Federal Government Access Service in a manner which includes one or more of the following conditions:

11.1.1 Diversity

Two or more services must be provided over not more than two different physical routes.

11.1.2 Avoidance

A service must be provided on a route which avoids specified geographical locations.

11.1.3 Cable-Only Facilities

Certain Voice Grade services are provided on Cable-Only Facilities to meet the particular needs of a customer.

Service is provided subject to the availability of Cable-Only facilities. In the event of a service failure, restoration will be made through the use of any available facilities as selected by the Telephone Company.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.1 Description of Special Facilities Routing of Access Services (Cont'd)

In order to avoid the compromise of special routing information, the Telephone Company will provide the required routing information for each specially routed service to only the ordering customer. If requested by the customer, this information will be provided when service is installed and prior to any subsequent changes in routing.

The offering of Special Facilities Routing of Access Services contemplates the use of existing facilities. Should facilities not be available, it may be necessary to construct such facilities, either as (1) normal or (2) Special Construction. If Special Construction is involved, the regulations, as set in the appropriate Special Construction tariff as identified in Section 1.5 will apply. However, the applicable rates and charges shall be filed in this section of this tariff, not the Special Construction tariff. In either case of (1) or (2) preceding, the rates and charges for any specific items of cost directly attributable to the provision of this service shall be filed in this section.

The rates and charges for Special Facilities Routing of Access Services as set forth in 11.2 following are in addition to all other rates and charges that may be applicable for services provided under other sections of this tariff.

11.2 Rates and Charges for Special Facilities Routing of Access Service

The rates and charges for Special Facilities Routing of Access Services are as follows:

11.2.1 Diversity

For each service provided in accordance with 11.1.1 preceding.

	USOC	Monthly Rate
Administration - per circuit	DVA	$ 5.00
		Rates and Charges
Special Facilities - Other	SYD++	ICB rates and charges apply

ICB Rates and charges are filed in 11.2.5 following.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.2 Avoidance

For each service provided in accordance with 11.1.2 preceding.

	USOC	Rates and Charges
Special Facilities	SYA++	ICB rates and charges apply

11.2.3 Diversity and Avoidance Combined

For each service provided in accordance with 11.1.1 and 11.1.2 preceding, combined.

	USOC	Monthly Rate
Administration - per circuit	DVA	$5.00

		Rates and Charges
Special Facilities - Other	SYB++	ICB rates and charges apply

ICB Rates and charges are filed in 11.2.5 following.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.4 Cable-Only Facilities

For each service provided in accordance with 11.1.3 preceding.

	USOC	Rates and Charges
Special Facilities	SYC++	ICB rates and charges apply

ICB Rates and charges are filed in 11.2.5 following.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings

Rates and charges for Special Facilities Routing of Access Service provided on an individual case basis are filed following:

Delaware

CITIBANK

Provision of Alternate Serving Wire Center service (ASWC) via special construction of local loop fiber facilities. A DS3 ASWC connection is provided to the Newark, Delaware Central Office. In addition to these special construction charges, the tariffed rates as stated in Section 7 for DS3 and ASWC services apply. Case No. D55120

		USOC
Special Construction Nonrecurring Charge	$ 21,755.00	SYDBV

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

New Jersey

AT&T

Special facilities routing for the provision of DS1 Diversity (for AT&T's existing DS1 service) between AT&T at 75 West Passaic Street, Rochelle Park and 670 Winters Avenue, Paramus. The customer-selected contract period is monthly. The reference number is 88D051.

		USOC
DS1 Diversity Monthly		
Special Construction Rate	$ 143.00	SYDAJ
Special Construction		
Nonrecurring Charge	750.00	

AT&T

Special facilities routing for the provision of DS1 Diversity (for AT&T's existing DS1 service) between AT&T at 156 Sandford Street in New Brunswick, New Jersey and 601 Bound Brook Road in Middlesex, New Jersey. The customer-selected commitment period is one month. Ref. No. 88D055.

		USOC
DS1 Diversity Monthly		
Special Construction Rate	$ 8.00	SYDAL
Special Construction		
Nonrecurring Charge	4,000.00	

Fidata Computer Center

Special facilities routing for the provision of DS1 Diversity (for Fidata's existing DS1 service) between 1500 Palisades Avenue, Teaneck, New Jersey and a meet point with New York Telephone at the Hudson River. The customer-selected commitment period is one month. Ref. No. 68G022.

		USOC
DS1 Diversity Monthly		
Special Construction Rate	$ 1,645.00	SYDAN
Special Construction		
Nonrecurring Charge	15,550.00	

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11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

New Jersey

AT&T

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between 670 Winters Avenue, Paramus, NJ and the AT&T POP in Newark, NJ. #88G136.

		USOC
Diversity Monthly Rate	$ 143.00	SYDBE
Special Construction Nonrecurring Charge	12,025.00	SYDBE

AT&T

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between 40 Amity Street and the New Jersey Bell Bergen Wire Center Jersey City, New Jersey. #89G042.

		USOC
Special Construction Nonrecurring Charge	$ 1,900.00	
Diversity Monthly Rate	203.00	SYDBF

Lightnet

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the New Jersey Laurel Springs Central Office and the Lightnet POP in Mercerville, NJ. #89G053

		USOC
Diversity Monthly Rate	$ 515.00	SYDAW
Special Construction Nonrecurring Charge	1,625.00	

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11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

New Jersey

Budget Rent A Car

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bergen C.O. and New York City. Case # 89D152

		USOC
Diversity Monthly Rate	$ 310.00*	SYDAY
Nonrecurring Charge	$1,625.00	

MCI

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Newark C.O. and the Allstate Insurance Company, Murray Hill, New Jersey. Case # 89G050

		USOC
Diversity Monthly Rate	$ 14.00*	SYDAX
Nonrecurring Charge	$2,625.00	

NBC

Provision of a special facility, a video circuit, that provides diversity and automatic protection switching for a multichannel video service between 2200 Fletcher Avenue, Fort Lee, NJ and Bell Atlantic's Hudson River meetpoint with NYNEX. Diversity is not 100% guaranteed due to a single entry cable at the customer's building. Tariff rates apply for the associated multichannel video service.

The term period for this service is 60 months. Termination liability applies if service is disconnected prior to the end of the term. Maximum termination liability shall be the monthly rate times the number of months remaining in the term period. The customer may move this service to another video circuit subject to possible rate adjustments to be negotiated. Case No: SRA 96B125

		USOC
Monthly Rate	$ 2,184.00	SYDBW
Nonrecurring Charge	$ 1,150.00	

* In addition, tariff rates as specified in Section 7 apply for high capacity service provided over these facilities.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

New Jersey

AT&T

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the AT&T POP in Newark and the Shaw Data Service's Premises in Fairfield, New Jersey. Case # 89G118

		USOC
Diversity Monthly Rate	$ 98.00	SYDAZ
Nonrecurring Charge	$9,200.00	

AT&T

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between United Parcel Service in Paramus and the AT&T POP in Newark, N.J. This special routing is designed to provide avoidance of the New Jersey Bell Oradell Central Office. Case # 89G119

		USOC
Recurring Monthly Charge	$ 64.00	SYDAM
Nonrecurring Charge	$1,850.00	

NBC

Provision of a special video facility that provides diversity and automatic protection switching for a multichannel video service between 2200 Fletcher Avenue, Fort Lee, NJ and Bell Atlantic's Hudson River meetpoint with NYNEX. Diversity is not 100% guaranteed due to a single entry cable at the customer's building. The initial service provides protection for 5 channels of a maximum 8 channel multichannel service. Rates in Section 7 apply for the multichannel video service.

The term period for this service is 60 months. Termination liability applies if service is disconnected prior to the end of the term. Maximum termination liability shall be the monthly rate times the number of months remaining in the term period. The customer may move this service to another circuit subject to possible rate adjustments to be negotiated. Case No. SRA 96B129

	Monthly Rate	Nonrecurring	USOC
Initial Service	$1,959.00	$1,150.00	SYDB1
Subsequent Service - per Channel Covered	75.00	NONE	SYDB2

* In addition, tariff rates as specified in Section 7 apply for High Capacity service provided over these facilities.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Pennsylvania

Provident Mutual Ins. Co.

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bell of PA Evergreen Central Office in Philadelphia, PA, and the Diamond State Wilmington Central Office in Wilmington, DE. #55318.

			USOC
Diversity Monthly Rate	$	9.50	SYDBB

AT&T

Provision of special facilities for Diverse Routing of Voice Grade Special Access Service between the AT&T Schuykill POT through the Bell of PA Central Office located at 9th and Race Sts., to the end user's premises at 5th and Market Sts., Philadelphia, PA. #55361.

			USOC
Diversity Route Monthly Rate	$	9.50	SYDAT

Westinghouse Electric

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between Westinghouse at Brinton Road, Wilkinsburg, Pennsylvania and the Bell of PA. Central Office at 416 Seventh Avenue, Pittsburg, Pennsylvania. Case # 58679

		USOC
Monthly Recurring Rate*	$1,500.00	SYDA3

* In addition, tariff rates as specified in Section 7 apply for High Capacity service provided over these facilities.

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Pennsylvania

ATT Communications

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bell of PA Central Office in Scranton, Pa. and the Metropolitan Life Insurance Company in Clarks Summit, Pa.

		USOC
Diversity Monthly Rate	$ 9.50	SYDA7
Special Construction Nonrecurring Charge	110,000.00	

ATT Communications

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bell of PA Central Office in Harrisburg, Pa. and the Bethlehem Steel Plant in Steelton, Pa.

		USOC
Diversity Monthly Rate	$ 9.50	SYDA6
Special Construction Nonrecurring Charge	3500.00	
Special Construction Monthly Charge	188.94	

Genix Corporation

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bell of Pennsylvania Wire Center at 416-7th Avenue in Pittsburgh, PA and the meetpoint of the Altel Telephone Co., Leechburgh, PA. # 55258.

		USOC
Diversity Monthly Rate	$ 9.50	SYDAH

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Pennsylvania (Cont'd)

Genix Corporation

Provision of special facilities for Diversity Routing of High Capacity Special Access Service between the Bell of Pennsylvania Wire Center at 416-7th Avenue in Pittsburgh, PA and the Bell of PA Tarentum Wire Center. #55267.

			USOC
Diversity Monthly Rate	$	9.50	SYDAG

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ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Pennsylvania (Cont'd)

AT&T

Provision of special facilities for Diversity Routing of High Capacity DS1 Special Access Service between the Coraopolis, Central Office in Coraopolis, Pa. and AT&T POP in Pittsburg, Pa. Case #55332.

		USOC
Monthly Recurring Rate*	$ 340.00	1ZZA2

Mellon Bank

Provision of special facilities for Diversity Routing of High Capacity DS1 Special Access Service between the Marshallton, Central Office in Wilmington, Delaware and the Market Central Office in Philadelphia, Pennsylvania. Case # 55363.

		USOC
Monthly Recurring Rate*	$ 423.00	1ZZA1

* In addition, tariff rates as specified in Section 7 apply for High Capacity Service provided over these facilities.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

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ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

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

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Virginia (Cont'd)

Dominion Bankshares

Provision of Special Facilities for Avoidance Routing of High Capacity Special Access Service between 7711 Plantation Road and the Southernet POP at 210 First Street Roanoke, Virginia. This special routing is designed to provide avoidance of the C&P of Virginia Luck Avenue Central Office in Roanoke Virginia. # 1313-89

		USOC
Nonrecurring Charge	$ 4,400.00	
Recurring Monthly Charge	$ 280.00	SYDBC

* In addition, tariff rates as specified in Section 7 apply for the High Capacity service or other Access Service provided over these diverse facilities.

ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

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ACCESS SERVICE

11. Special Facilities Routing of Access Services (Cont'd)

11.2 Rates and Charges for Special Facilities Routing of Access Service (Cont'd)

11.2.5 Individual Case Filings (Cont'd)

Maryland (N)

PHH Vehicle Management Service, LLC
Case No. 2003-251882

Provide Diverse Routing of IntelliLight Entrance Facility (IEF) Service between the Telephone Company's Manor Central Office and the customer's location at 940 Ridgebrook Road, Sparks Glencoe, MD.

The IEF facilities will be provided under the terms and conditions and rates and charges for IEF service as set forth in Sections 7.2.15 and 7.5.21 preceding.

In addition, the following rate applies for the diverse routing of IEF facilities.

This route diversity case is subject to a 60-month minimum period.

	USOC	Monthly Rate	Nonrecurring Charge	
Diversity Monthly Rate	TBD	$1,348.93	N/A	(N)

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ACCESS SERVICE

12. Specialized Service or Arrangements

12.1 General

Specialized Service or Arrangements may be provided by the Telephone Company, at the request of a customer, on an individual case basis if such service or arrangements meet the following criteria.

(A) The requested service or arrangements are not offered under other sections of this Tariff.

(B) The facilities utilized to provided the requested service or arrangements are of a type normally used by the Telephone Company in furnishing its other services.

(C) The requested service or arrangements are provided within a LATA.

(D) The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.

(E) This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

12.2 Move Charges

(A) When service without a maximum termination liability charge associated with it is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half the nonrecurring charge applies.

(B) When service with a maximum termination liability charge associated with it is moved and is reinstalled at a new location, the customer may elect:

- to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location, or

- to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Move Charges (Cont'd)

(B) (Cont'd)

Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges

Rates and charges and additional regulations if applicable, for specialized service or arrangements provided on an Individual Case Basis are filed following:

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon(Cont'd)

Southern Net USA

Provision of a data base merger and transfer of presubscribed end users whose interexchange service has been acquired by Southern Net U.S.A. End users currently presubscribed to the Western Union and Institutional Communications Companies will be identified through a bill data base search and converted to Southern Net U.S.A. as their presubscribed Interexchange Carrier. These changes will affect end users served in the Virginia, Maryland and Washington, D.C. jurisdictions. #1407 89C

		USOC
Nonrecurring Charge	$ 2,610.00	1ZZST
Nonrecurring Installation Charge		
Per State	7,370.00	1ZZSU
Per Central Office	80.00	1ZZSV
Per Line	.30	1ZZSW

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia

USIA

Provision of an additional audio channel for a TV-1 service link. The additional audio channel will be located between the Telephone Company's AVOC Center at 725 13th Street, N.W., and two customer locations, 330 Independence Avenue, S.W., and 601 D Street, S.W., Washington, D.C.
Case No. 6066-92A

		USOC
Monthly Nonrecurring Charge	$ 40.00	
Monthly Rate*, per circuit	$ 25.00	TWTA8
Maximum Termination Liability#	$5,000.00	
Contract Term		5 years

* In addition, tariff rates apply for TV-1 channels associated with this service, as specified in Section 7 of Verizon Tariff F.C.C. No. 1.

\# Termination Liability is to be reduced 1/60th for each month in service.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

AT&T Communications

Provision of a Break Rotary Hunt Arrangement between AT&T located at 30 E St. S.W., Washington, D.C., and the U.S. Department of Treasury, 633 3rd Street N.W., Washington, D.C. to enable the customer to stop switching equipment from hunting beyond a designated WATS Access Line in an incoming rotary line group, utilizing a customer provided control key at the end user premises and a metallic control channel between the Network Interface and the associated switching equipment located on the Telephone Company's premises.

		USOC
Monthly Charge, Each Arrangement*	$48.00	1ZZFG

* In addition, rates apply for a Metallic Channel as specified in Verizon Tariff F.C.C. No. 1. Access Service, Section 7, between the end user and Telephone Company premises when those premises are situated within the same LATA but in different states.

AT&T Communications

Provisions of a Make-Busy Arrangement between AT&T located at 30 E St., S.W., Washington, D.C., and the U.S. Department of Treasury, 633 3rd Street, N.W. Washington, D.C. to enable the customer, during certain periods, to make busy one or more incoming WATS access lines by operating a customer provided control key at the end user premises.

		USOC
Monthly Charge, Each One or Two Lines Made Busy, Each*	$7.65	1ZZFH
Monthly Charge, Group Control Circuit, Required for Each Group of Three to Sixteen Lines to be Made Busy, Each*	$2.70	1ZZFJ

* In addition, rates apply for a Metallic Control Channel between the end user and Telephone Company premises for each access line or line group to be made busy, as specified in Verizon Tariff F.C.C. No. 1, Access Service, Section 7, when those premises are situated within the same LATA but in different states.

The effective date of this material is January 10, 1986.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

United States Department of State

Provision of one hundred (100) pair 24 gauge building and underground cables between 2401 E Street, N.W., Washington, D.C., and 515 22nd Street, N.W., Washington, D.C. Ref. No. 3009-86.

		USOC
Nonrecurring Charge	$10,480.00	1ZZ1C
Monthly Rate	85.00	

National Geographic Society

Provision of four hundred (400) pair underground cable between 1600 M Street, N.W., Washington, D.C. and 1615 M Street, N.W., Washington, D.C. Ref. No. 6018-86A.

		USOC
Nonrecurring Charge	$12,050.00	
Monthly Rate	30.00	1ZZGG

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

National Broadcasting Company, Inc.

Provision of an analog matrix video switching arrangement. The switch is to be located in the Telephone Company Audio/Video Operations Center (AVOC) at 730 12th Street, NW, Washington, DC. The arrangement will consist of a 128 x 128 frame that will be initialized as a 96 x 80 matrix switch. Included in the initial arrangement is 12 control interface ports; one for the Telephone Company's administration and maintenance activity, and eleven for NBC. NBC shall provide for control circuits between the AVOC and NBC's 30 Rockefeller Plaza, New York location.

In addition to the initial matrix, the video switch may be expanded in increments of 16 ports to its full capacity of 128 X 128. Additional control interface ports, up to a maximum of 50, may also be ordered.

NBC will be credited 50% of the monthly rate for the full arrangement, the initial order and any in service expansion, whenever there is a service outage/service interruption of thirty or more consecutive minutes. Total monthly credits will not exceed the monthly charge.

The contract period for this arrangement is 120 months and is subject to early termination liability. The maximum termination liability charge, MTL, for the 96 x 80 matrix arrangement is $160,200.00. The MTL is applicable for the first twenty-four months of this service arrangement and will decrease by 1/96th per month ($1,670.00/mo) for each subsequent month this arrangement remains in service. Termination liability is not applicable for an upgrade in capacity or functionality of the switch.

The voice grade data control circuit(s) and video transmissions are not a part of this arrangement. They are to be supplied by the customer and may be purchased from the Telephone Company at the rates specified in Section 7 of this tariff. Case No. 1922-95B.

Service Description	Monthly Charge	Nonrecurring Charge	USOC
96 x 80 Matrix	$10,099.00	$ 7,618.00	1ZUL1
Additional Control Ports, per port			
- First 1 - 20	347.00	-0-	1ZUL2
- 21 - 50	312.00	-0-	1ZUL3
16 Port Expansion Module -per expansion	768.00	-0-	1ZUL4

ACCESS SERVICE

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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Vice President, Federal Regulatory
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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Vice President, Federal Regulatory
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

Capitol Cities/ABC, Incorporated

Provision of one 64 x 48 audio analog matrix switching arrangement between the Telephone Company's Radio Center at 725-13th Street, N.W., Washington, D.C. and the customer's premises at 1717 DeSales Street, N.W., Washington, D.C. This arrangement is being provided to accommodate the customer's requirement for switching flexibility of audio transmissions originating from various locations utilizing a customer provided modem and ASCII terminal. Ref. No. 6062-87.

		USOC
Nonrecurring Charge	$ 108,595.00	
Monthly Rate *#	1,110.00	1ZZLG

* In addition, rates apply for an appropriate voice grade control channel as specified in Verizon Tariff, F.C.C. No. 1, Access Services, Section 7.

\# In addition, rates apply for the program audio channels between the customer's locations and the Radio Center as specified in Verizon Tariff, F.C.C. No. 1, Access Services, Section 7.

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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Vice President, Federal Regulatory
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

Madison National Bank

Provision of a DEX CS1 digital access cross connect system for the customer's use in switching between their location at 1730 M Street, N.W., Washington, D.C., and various other locations in and near Washington, D.C. This service is being provided for the purpose of service interruption prevention in the event of a cable or equipment failure along the primary route. Ref. No. 6067-87B.

		USOC
Nonrecurring Charges		
High Capacity Port Interface		
NRC, each	$ 389.47	1ZZMN
Case Preparation NRC	3145.00	1ZZMP
Monthly Rates*		
Common Equipment	235.00	1ZZMR
Port Equipment, per port	90.00	1ZZMS
High Capacity Port Interface, each	243.18	1ZZMT

* In addition, tariff rates apply for 1.544 mbps high capacity services and voice grade channels associated with this digital access cross connect-type arrangement. Those rates are specified in Section 7 of Verizon Tariff F.C.C. No. 1.

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

District of Columbia (Cont'd)

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ABC Radio Network

Provision of a Electronic Telephone Interface arrangement to enable the customer to remotely control their audio switching service from remote locations. The equipment necessary to provide this service will be located in the Telephone Company Radio Center at 725 - 13th Street, N.W., Washington, D.C. Ref. No. 1229-88 (associated with case no. 6062- 87).

		USOC
Nonrecurring Charge		$ 1,400.00
Monthly Rate, per interface device	205.00	1ZZM5
Maximum Termination Liability, per interface service		5,525.00

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

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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Vice President, Federal Regulatory
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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Vice President, Federal Regulatory
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Delaware

Teleconnect USA

Provision of a data base merger and transfer of presubscribed end users whose interexchange service has been acquired by Teleconnect SA. End users currently presubscribed to Western Union will be identified through a bill data base search and converted to Teleconnect USA as their presubscribed Interexchange Carrier. #58759

		USOC
Nonrecurring Charge	$ 1,140.00	1ZZBF
Nonrecurring Installation Charge		
Per State	3,100.00	1ZZBG
Per Central Office	121.00	1ZZBH
Per Line	.39	1ZZBJ

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Maryland (Cont'd)

AT&T Communications

Provision of forty (40) Special Data Arrangements and facilities between 11026 Fingerboard Road, Monrovia, Maryland and the Marriott Corporation Data Center Building located at 7300 Crestwood Boulevard, Frederick, Maryland.

		USOC
Nonrecurring Charge, each	$	327.00
Monthly Rate, each	75.00	1ZZE3

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AT&T

Provision of four (4) Special Data Arrangements and facilities between 11026 Fingerboard Road, Monrovia, Maryland and the Citicorp Building located at 1 Citicorp Drive, Hagerstown, Maryland.

		USOC
Nonrecurring Charge	$	6,890.00
Monthly Rate	1,830.96	1ZZLF

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Maryland (Cont'd)

American National Red Cross

Provision of a high speed fiber (4 Mbps and a 16 Mbps) Local Area Network connection between two customer premises in Rockville, MD. Case No. 5056-92.

		USOC
Nonrecurring Charge	$ 1,250.00	
Monthly Rate*	2,215.00	1ZZ5B
Termination Liability*	36,355.00	
Contract Term	3 years	

* Termination liability is to be reduced 1/36th for each month in service.

Vice President
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Maryland (Cont'd)

Corestates Bank N.A.

Provision of analog voice grade multiplexer located at the Hagerstown, Maryland wire center for use in conjunction with this customer's automatic teller network. Case No. 5000-92.

		USOC
Nonrecurring Charge	$20,230.00	
Monthly Rate*	1,705.00	1ZZ4E
Contract Term	5 years	

* In addition, tariff rates apply for voice grade channels associated with this service, as specified in Section 7 of Verizon Tariff F.C.C. No. 1.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Maryland (Cont'd)

Defense Commercial Communications Office

Provision of a digital encryption service for the customer's use with existing DS3 service at customer-designated locations. #3148-88M (Also see case nos. 3148-88N and 3148-88V.)

		USOC
Monthly Rate, per link		
Base Year-1990	$7,092.00	1ZZX3
First Option Year	7,432.50	1ZZX4
Second Option Year	7,763.50	1ZZX5
Third Option Year	8,188.50	1ZZX6
Fourth Option Year	8,552.50	1ZZX7

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Johnson and Johnson

Provision of two AT&T Digital Access Cross Connect Systems (DACS-IV) for the customer's use in network management and control. The system will allow for dynamic bandwidth allocation and network management. These DAC systems will be located in NJB space at 501 George St., New Brunswick, NJ and the Management Information Center, Route 202, Raritan, NJ. Case #91B094A

		USOC
Nonrecurring Charge	$ 3145.00	1ZZ3J
Common Equipment - per node	235.00	1ZZ3K
Port Equipment - per DS3 port	630.00	1ZZ3L
Maximum Termination Liability*	300,000.00	

In addition, tariff rates as specified in Section 7 apply for the DS3 service between the customer's designated locations.

* Reduced by 1/60th for each continuous month that this facility is in service.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Teleport Communications

Interconnection Facilities and Equipment Arrangement pursuant to the Memorandum of Understanding, filed May 14, 1986. Ref. No. 88G055.

		USOC
Nonrecurring Charge	$ 2,681.00	
Monthly Rate	2,430.00*	1ZZB2

Contract Term: As specified in the Memorandum of Understanding

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Financial Services Inc.

Provision of an Intelligent Multiplexer installed at the Rochelle Park Co. with associated Administrative terminal equipment and connecting hardware. Case # 90D001

		USOC
Nonrecurring Charge	$47,850.00	
Monthly Recurring Rate #	3,125.00	1ZZT3
Maximum Termination Liability*	29,200.00	

In addition, tariff rates as specified in Section 7 apply for the 1.544 mbps service between the customer's designated locations.

** Reduced by 1/120th for each consecutive month this facility is in service.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Defense Commercial Communications Office

Provision of a digital encryption service for the customer's use with existing DS3 service at customer-designated locations. Ref. No. 3148-88N. (Also see case nos. 3148-88M and 3148-88V).

		USOC
Monthly Rate, per link		
Base Year-1990	$3,590.50	1ZZXR
First Option Year-1991	3,765.00	1ZZXS
Second Option Year-1993	3,938.50	1ZZXT
Third Option Year-1993	4,148.75	1ZZXU
Fourth Option Year-1994	4,339.50	1ZZXW

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Philadelphia National Bank

Provision of an analog voice grade multiplexer in conjunction with Analog/Digital interface located at the Newark Wire Center for use in conjunction with this customer's remote automatic teller machine network located in New Jersey. #886200A

		USOC
Nonrecurring Charge*	$111,825.00	
Monthly Rate	560.70	1ZZB8

* In addition, tariff rates apply for voice grade channels associated with this service. These rates are specified in Section 7 of Verizon Tariff F.C.C. No. 1.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of New Jersey (Cont'd)

Baxter Travenol

Provisions for 32 services from serving WATS Central Office (Edison Central Office) Highway 27, Edison, New Jersey to 49 Distribution Boulevard, Edison, New Jersey for the provision of E&M signaling on INWATS.

	Monthly Charge	Nonrecurring Charge	USOC
Per Circuit	$21.00*	$ 35.00	1ZZB3
Common Equipment, per Circuit	89.00*	110.00	1ZZB4

* This monthly rate is effective for 36 months from the established service date. At the end of the initial 36 months and at subsequent 36-month intervals, the monthly rate is subject to study and revision. This monthly rate is subject to adjustments reflecting any general rate increases. The Company will not initiate increases specific to these facilities which exceed the performance of the consumer price index.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Pennsylvania (Cont'd)

Corestates Bank N.A.

Provision of analog voice grade multiplexers located at the Altoona, Pittsburgh, and Scranton, PA Wire Centers for use in conjunction with this customer's automatic teller machine network. Case # HSA 570065.

		USOC
Nonrecurring Charge	$ 3,800.00	
Monthly Rate*	$ 1,050.00	MXBFA
Termination Liability#	$37,800.00	
Contract Term	5 Years	

* In addition, tariff rates apply for voice grade channels associated with this service, as specified in Section 7.

\# Termination Liability is to be reduced 1/60th for each month in service.

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Pennsylvania (Cont'd)

Corestates Bank N.A.

Provision of analog voice grade multiplexer located at the Scranton, PA Wire Center for use in conjunction with this customer's automatic teller machine network located in Scranton, PA. Case # HSA 570043.

		USOC
Nonrecurring Charge	$ 3,600.00	
Monthly Rates*	2,290.00	1ZZ3A
Maximum Termination Liability	83,700.00	

* In addition, tariff rates as specified in Section 7 apply for voice grade channels associated with this service.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Pennsylvania (Cont'd)

Teleconnect USA

Provision of a data base merger and transfer of presubscribed end users whose interexchange service has been acquired by Teleconnect USA. End users currently presubscribed to Western Union will be identified through a bill data base search and converted to Teleconnect USA as their presubscribed Interexchange Carrier. Case #58759A

		USOC
Nonrecurring Charge	$ 1,470.00	1ZZED
Nonrecurring Installation Charge		
Per State	3,100.00	1ZZEE
Per Central Office	125.00	1ZZEF
Per Line	.36	1ZZEG

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Pennsylvania (Cont'd)

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Philadelphia National Bank

Provision of analog voice grade multiplexer in conjunction with an Analog/Digital interface located at the Altoona Wire Center for use in conjunction with this customer's remote automatic teller machine network in Altoona, PA. Ref. #57564 and #57784.

		USOC
Nonrecurring Charge		
Case preparation charge and analog multiplexing equipment #57564	$ 48,000.00	
Additional equipment #57784	$ 2,600.00	
Monthly Rates#:		
Analog Multiplexing Equip. #57564	700.00	1ZZAR
Additional Equipment #57784	20.00	1ZZGP

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In addition, tariff rates apply for voice grade channels associated with this service. Those rates are specified in Section 7 of Verizon Tariff F.C.C. No. 1.

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Pennsylvania (Cont'd)

Philadelphia National Bank

Provision of analog voice grade multiplexer located at the Pittsburgh Downtown Wire Center for use in conjunction with this customer's remote automatic teller machine network in Pittsburgh, PA. Ref. #57544

		USOC
Nonrecurring Charge		
Case preparation charge and analog multiplexing equipment	$ 75,000.00	
Monthly Rates*:		
Analog Multiplexing Equipment	1,200.00	1ZZPE

* In addition, tariff rates apply for voice grade channels associated with this non-tariffed service. Those rates are specified in Section 7 of Verizon Tariff F.C.C. No. 1.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia

AT&T Communications

Provision of a Break Rotary Hunt Arrangement between AT&T located at 136 Butte St., Norfolk, Va. and CBN, Inc., 1000 Centreville Turnpike, Virginia Beach, Virginia to enable the customer to stop switching equipment from hunting beyond a designated WATS Access Line in an incoming rotary line group, utilizing a customer provided control key at the end user premises and a metallic control channel between the Network Interface and the associated switching equipment located on the Telephone Company's premises.

		USOC
Monthly Charge, Each Arrangement*	$48.00	1ZZF6

* In addition, rates apply for a Metallic Channel as specified in Section 7, between the end user and Telephone Company premises when those premises are situated within the same LATA but in different states.

AT&T Communications

Provision of a Make-busy Arrangement between AT&T located at 136 Butte St., Norfolk, Va. and CBN, Inc., 1000 Centreville Turnpike, Virginia Beach, Virginia, to enable the customer, during certain periods, to make busy one or more incoming WATS access lines by operating a customer provided control key at the end user premises.

		USOC
Monthly Charge, Each One or Two Lines Made Busy, Each*.	$7.65	1ZZF7
Monthly Charge, Group Control Circuit, Required for Each Group of Three to Sixteen Lines to be Made Busy, Each*.	$2.70	1ZZF8

* In addition, rates apply for a Metallic Control Channel between the end user and Telephone Company premises for each access line or line group to be made busy, as specified in Verizon Section 7, when those premises are situated within the same LATA but in different states.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

AT&T Communications

Provision of a Break Rotary Hunt Arrangement between AT&T located at 2510 Turner Road, Richmond, Virginia and Internal Revenue Service, 4300 Carolina Avenue, Richmond, Va. to enable the customer to stop switching equipment from hunting beyond a designated WATS Access Line in an incoming rotary line group, utilizing a customer provided control key at the end user premises and a metallic control channel between the Network Interface and the associated switching equipment located on the Telephone Company's premises.

		USOC
Monthly Charge, Each Arrangement*	$48.00	1ZZFD

* In addition, rates apply for a Metallic Channel as specified in Verizon Tariff F.C.C. No. 1, Access Service, Section 7, between the end user and Telephone Company premises when those premises are situated within the same LATA but in different states.

AT&T Communications

Provisions of a Make-Busy Arrangement between AT&T located at 2510 Turner Road, Richmond, Virginia and Internal Revenue Service, 4300 Carolina Avenue, Richmond, Va. to enable the customer, during certain periods, to make busy one or more incoming WATS access lines by operating a customer provided control key at the end user premises.

		USOC
Monthly Charge, Each One or Two Lines Made Buys, Each*	$7.65	1ZZFE
Monthly Charge, Group Control Circuit, Required for Each Group of Three to Sixteen Lines to be Made Busy, Each*	$2.70	1ZZFF

* In addition, rates apply for a Metallic Control Channel between the end user and Telephone Company premises for each access line or line group to be made busy, as specified in Verizon Tariff F.C.C. No. 1, Access Service, Section 7, when those premises are situated within the same LATA but in different states.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

Clifton Forge-Waynesboro Telephone Company

Provision of three hundred (300) pair underground and building cables, protectors and associated equipment between the AT&T Company's Point of Presence collocated in the Telephone Company's Staunton Wire Center and Clifton Forge-Waynesboro's Wire Center at 123 W. Frederick Street, Staunton, Virginia. Ref. No. 6026A-86.

		USOC
Nonrecurring Charge	$ 13,068.00	
Monthly Rate	65.00	1ZZD3

Clifton Forge-Waynesboro Telephone Company

Provision of a Patch/Cross Connect Panel and associated equipment at AT&T's Point of Presence collocated in the Telephone Company's Staunton, Virginia Wire Center. Ref. No. 6026B-86.

		USOC
Nonrecurring Charge	$ 2,432.00	1ZZD4

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

Tredgar Industries

Provision of Digital Cross-connect capability (DEX-CS1 system) between 110 Boulders Parkway, Richmond, VA and various other locations in or near Richmond, VA. Case #1334-90

		USOC
Nonrecurring Charge	$	3,145.00
Monthly Recurring Charge (Common Equipment)	235.00	1ZZPH
Monthly Recurring Charge, per port	90.00	1ZZPJ

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

SouthernNet, Inc.

Roanoke and Botetourt Telephone Company

Provision of three hundred (300) pair cable, connecting blocks and associated equipment between Roanoke and Botetourt's POP at First and Church Streets, Roanoke, VA and AT&T's POP at Luck Avenue, Roanoke, VA. Ref. No. 86-6050.

		USOC
Nonrecurring Charge	$ 26,752.00	
Monthly Rate	392.00	1ZZTA

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

AT&T

Provision of Break Rotary Hunt Arrangement for Time-Life Books located at 1450 East Parkham Road, Richmond, VA. This service is associated with WATS Access Service extending from AT&T at 2510 Turner Road in Richmond, VA. This service will enable the customer to stop switching equipment from hunting beyond a designated WATS Access Service Line in an incoming Rotary Line group utilizing a customer-provided control arrangement located on the customer premises and a control channel between the Network Interface and the switching equipment on the Telephone Company Premises. Ref. No. 1031-88.

		USOC
Monthly Rate, each arrangement *	$ 53.00	1ZZAM

* In addition, rates apply for Metallic Channels as specified in Verizon Tariff F.C.C. No. 1, Access Service, Section 7.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

Ethyl Corporation

Provision of a digital access cross connect-type system for the customer's use in switching between their location at 201 South 3rd Street in Richmond, Virginia, and various other locations in and near Richmond, Virginia. This service is being provided for the purposes of disaster recovery in the event of a cable or equipment failure causing existing service to be interrupted.
Ref. No. 6061-87B.

		USOC
Nonrecurring Charges		
Case Preparation NRC	$3,145.00	1ZZP1
High Capacity Port Interface, each	389.47	1ZZP2
Monthly Rates*		
Common Equipment	$ 235.00	1ZZP3
Port Equipment, per port	90.00	1ZZP4
High Capacity, Port Interface, each	243.18	1ZZP5

* In addition, tariff rates apply for 1.544 mbps high capacity services and voice grade channels associated with the non-tariffed digital access cross connect-type service. Those rates are specified in Section 7 of Verizon Tariff F.C.C. No. 1.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

State of Virginia (Cont'd)

James River Corporation

Provision of a DEX CS1 Digital Access Cross Connect System for the customers use in switching between their location at 110 S. 7th Street, Richmond and various other locations in and near Richmond, Virginia. This service is being provided for the purpose of service interruption prevention in the event of a cable or equipment failure along the primary route. # 119989.

		USOC
Nonrecurring Charge		$ 3,145.00
Monthly Recurring Rate		
Common Equipment	235.00	1ZZCX
Port Equipment, Per Port	90.00	1ZZCY

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

CRESTAR BANK

Description

Provision of a specialized arrangement for a private network. This arrangement will be composed of Newbridge multiplexers, associated cards, and transmission links between customer locations in the Washington metropolitan area and to the customer's interexchange carrier.

Terms and Conditions

The contract period for this special arrangement is five years and commences on the effective date of this tariff.

Monthly charges will be assessed for each multiplexer, its associated cards (the circuit boards used to configure the network) and for each transmissions link.

Monthly charges cover recurring and nonrecurring costs and are divided into two rate tiers. Tier A rates, those associated with capital cost recovery, are stabilized throughout the contract period. Tier B rates, which cover costs for ongoing maintenance and administration of the network, are subject to annual CPI adjustments with a maximum adjustment of 5% per year.

The customer may order additional contract services through the first half of year 5 of the contract period. These services will be assessed the applicable rates for the given year of the contract period; i.e., all facilities placed in service during year 2 will be billed rates applicable for the second year of the contract.

A nonrecurring case preparation charge is assessed when the service is activated.

In the event that service is terminated before the end of the 5-year contract period an Early Termination Provision (ETP) applies. ETP is assessed as follows:

- For any multiplexing service, including associated cards, terminated prior to the end of the contract period, Crestar will be liable for the Tier A charges for the months remaining in the contract period.

- For Transmission Links terminated before the end of the contract period, Crestar will be liable for twenty-five percent (25%) of the total monthly charges remaining in the contract period.

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

CRESTAR BANK (Cont'd)

Rates

RATE ELEMENT	Year 1	Year 2	Year 3	Year 4	Year 5
3600 Multiplexing System					
Single Shelf					
Tier A	$500	$575	$700	$950	$1,704
Tier B*	$27	$28	$30	$31	$33
Dual Shelf-Nonredundant					
Tier A	$638	$733	$893	$1,212	$2,174
Tier B*	$34	$36	$37	$39	$41
Dual Shelf - Redundant					
Tier A	$943	$1,084	$1,319	$1,792	$3,214
Tier B*	$51	$54	$56	$59	$62
3645 Multiplexing System					
Simplex Switching Shelf					
Tier A	$567	$651	$793	$1,077	$1,932
Tier B*	$30	$32	$33	$35	$36
Dual Switching - Redundant					
Tier A	$1,002	$1,151	$1,402	$1,904	$3,415
Tier B*	$54	$57	$60	$63	$66
Single Peripheral					
Tier A	$646	$742	$904	$1,227	$2,202
Tier B*	$35	$37	$39	$41	$43
Dual Peripheral					
Tier A	$779	$895	$1,090	$1,480	$2,655
Tier B*	$42	$44	$46	$49	$51
Dual Peripheral - Redundant					
Tier A	$1,648	$1,894	$2,306	$3,131	$5,616
Tier B*	$89	$93	$98	$103	$108
Associated Cards					
Dual T-1					
Tier A	$85	$98	$119	$162	$290
Tier B*	$5	$5	$6	$6	$6
DSP-2					
Tier A	$90	$103	$126	$171	$307
Tier B*	$5	$5	$6	$6	$6
DCP					
Tier A	$101	$116	$141	$192	$344
Tier B*	$5	$5	$6	$6	$6
2B1Q					
Tier A	$196	$225	$274	$372	$668
Tier B*	$11	$12	$12	$13	$13

* Tier B rates for all but the first year are herein displayed using the maximum adjustment; but, actual charges will be assessed in accordance with the Terms and Conditions.

Vice President
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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

Verizon (Cont'd)

CRESTAR BANK (Cont'd)

Rates (Cont'd)

RATE ELEMENT	Year 1	Year 2	Year 3	Year 4	Year 5
Transmission Links					
Branch Access Link					
First 2 DS0s	$60	$60	$60	$60	$60
Each Add'l. DS0	$15	$15	$15	$15	$15
Inter-hub Link					
First 13 DS0s	$355	$355	$355	$355	$355
Each Add'l. DS0	$23	$23	$23	$23	$23
Universal Access Link					
First 5 DS0s	$185	$185	$185	$185	$185
Each Add'l. DS0	$30	$30	$30	$30	$30
Nonrecurring Case Prep Charge	$605	N/A	N/A	N/A	N/A

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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12.3 Rates and Charges (Cont'd)

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12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

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12.3 Rates and Charges (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

(D)

(D)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.3 Rates and Charges (Cont'd)

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(D)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

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(D)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services

When Additional Engineering, Additional Labor or Miscellaneous Services apply to a Special Access Service provided entirely or in part under this tariff, the Additional Engineering, Additional Labor and Miscellaneous Services charges under this tariff will apply. (N) | | (N)

In this section normally scheduled working hours are the Telephone Company's normal business hours, 8 AM to 5 PM, Monday through Friday. Any work occurring outside of these hours, Monday through Friday, will be charged at "Overtime Rates." Any work occurring on Saturday, Sunday, or Holidays will be charged at "Premium Rates."

13.1 Additional Engineering

Additional Engineering will be provided by the Telephone Company at the request of the customer only when:

(A) A customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 6.1.4 and 7.1.6 preceding.

(B) Additional engineering time is incurred by the Telephone Company to engineer a customer's request for a customized service as set forth in 7.2 preceding.

The Telephone Company will notify the customer that additional engineering charges, as set forth in 13.1.1 following, will apply before any additional engineering is undertaken.

13.1.1 Charges for Additional Engineering

The charges for additional engineering are as follows:

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.1 Additional Engineering (Cont'd)

13.1.1 Charges For Additional Engineering (Cont'd)

Additional Engineering Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
(A) Basic Time, normally scheduled working hours,	AEH			
Special Access Service, per engineer				
Price Cap		$150.00	$150.00	(D)
All other services, per engineer		150.00	150.00	
(B) Overtime, outside of normally scheduled working hours,	AEH			
Special Access Service, per engineer				
Price Cap		$200.00	$200.00	(D)
All other services, per engineer		200.00	200.00	

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.2 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in 13.2.1 through 13.2.5 following. The Telephone Company will notify the customer that additional labor charges as set forth in 13.2.6 following will apply before any additional labor is undertaken. (D)

(D)

13.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

13.2.2 Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours.

Charges will not apply when the trouble is determined to be in the Telephone Company facilities or equipment or no trouble is found.

When a dispatch is made to the customer's premises and a trouble is identified which is not the Telephone Company's responsibility, only the charges specified in 13.2.6 following will apply.

13.2.3 Stand By

Stand By includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service. The charge for Stand By Labor to each customer shall be as specified in 13.2 preceding. (D)

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13. Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)
13.2 Additional Labor

13.2.4 Testing and Maintenance with Other Telephone Companies (M)

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

13.2.5 Other Labor

Other labor is that additional labor not included in 13.2.1 through 13.2.4 preceding and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff. (M)

Certain material on this page formerly appeared on Original page 13-3.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.2 Additional Labor (Cont'd)

13.2.6 Charges for Additional Labor

The charges for additional labor are as follows:

Additional Labor Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
(A) Installation or Repair	ALH			
- Overtime, outside of normally scheduled working hours on a scheduled work day, Special Access Service, per technician				
Price Cap		$200.00	$200.00	(D)
All other services, per technician		200.00	200.00	
- Premium Time, outside of scheduled work day, Special Access Service, per technician	ALH			
Price Cap		$200.00	$200.00	(D)
All other services, per technician		200.00	200.00	

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable to.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.2 Additional Labor (Cont'd)

13.2.6 Charges for Additional Labor (Cont'd)

The charges for additional labor are as follows:

Additional Labor Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
(B) Stand by				
- Basic Time, normally scheduled working hours, Special Access Service, per technician	ALT			
Price Cap		None	$60.00	(D)
All other services, per technician		None	60.00	
- Overtime, outside of normally scheduled working hours on a scheduled work day, Special Access Service, per technician	ALT			
Price Cap		None	70.00	(D)
All other services, per technician		None	70.00	
- Premium time, outside of scheduled work day, Special Access Service, per technician	ALT			
Price Cap		None	$80.00	(D)
All other services, per technician		None	80.00	

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable to.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.2 Additional Labor (Cont'd)

13.2.6 Charges for Additional Labor (Cont'd)

The charges for additional labor are as follows:

Additional Labor Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
(C) Testing and Maintenance with other telephone companies, or Other Labor				
- Basic Time, normally scheduled working hours, Special Access Service, per technician	ALK			
Price Cap		$150.00	$150.00	(D)
All other services, per technician		150.00	150.00	
- Overtime, outside of normally scheduled working hours on a scheduled work day, Special Access Service, per technician	ALK			
Price Cap		$200.00	$200.00	(D)
All other services, per technician		200.00	200.00	
- Premium time, outside of scheduled work day, Special Access Service, per technician	ALK			
Price Cap		$250.00	$250.00	(D)
All other services, per technician		250.00	250.00	

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable to.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services

13.3.1 Reserved for Future Use

13.3.2 Reserved for Future Use

13.3.3 Standard Jacks - Registration Program

Standard jacks are provided by the Telephone Company to connect Registered Equipment to those services that are subject to the Registration Program as set forth in Technical Reference PUB AS No. 1, Issue II. The use of jacks is covered in Part 68 of the F.C.C.'s Rules and Regulations. Specific jacks are described in the document on file with the FCC entitled "Descriptions of Standard Registration Program Connection Configurations Supplementing Configurations Described in Subpart F of Part 68 of the FCC's Rules and Regulations." (C)(x)

These jacks are used to terminate services provided by the Telephone Company. Other services or facilities provided by the Telephone Company or by others may also be terminated in any spare capacity of the jacks remaining after installation without additional charge for the use of such capacity.

The rates and charges which includes installation, for standard jacks and their typical uses are set forth following:

	USOC	Nonrecurring Charges
(A) Standard Voice Jacks		
(1) Miniature six-position jacks for connection of terminal equipment as follows:		
(a) Single line telephone set surface or flush mounted.	RJ11C	$30.00

(x) PUB AS No. 1, Issue II, replaces Publication AS No. 1 in its entirety.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(1) (Cont'd)			
(b) Single line telephone sets wall mounted.	RJ11W	$30.00	(I)
(c) Two-line nonkey telephone sets surface or flush mounted.	RJ14C	30.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(1) (Cont'd)			
(d) Single-line bridged 4-wire exchange 2/RT, T1/R1.	RJ1DC	$30.00	(I)
(e) Two line nonkey telephone sets wall mounted.	RJ14W	30.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(1) (Cont'd)			
(f) Special single line equipment for use in hospital critical care areas.	RJ17C	$30.00	(I)
(g) 9DB single line data equipment with mode indication and mode indication common leads. This jack is normally used in association with a series jack.	RJ16X	30.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(1) (Cont'd)			
(h) Three line non-key telephone sets and ancillary devices.	RJ25C	$ 30.00	(I)
(i) Single-line non-key telephone and ancillary devices connected directly to central office lines where there is a requirement for make-busy:			
- Portable wall mounted equipment	RJ18W	30.00	(I)
- All other	RJ18C	30.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(2) 50 Position Miniature Ribbon for connection of multiline terminating equipment and channel derivation devices as follows:			
(a) For connection to 2-Wire tie trunks E&M type I signaling. (12 line capacity)	RJ2EX	$108.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(2) (Cont'd)			
(b) For connection to 4-Wire tie trunks E&M type I signaling. (8 line capacity)	RJ2GX	$108.00	(I)
(c) For connection to 2-Wire tie trunks E&M type II signaling. (8 line capacity)	RJ2FX	108.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(2) (Cont'd)			
(d) For connection to 4-Wire tie trunks E&M type II signaling. (6 line capacity)	RJ2HX	$108.00	(I)
(e) For connection to off-premises station lines. (25 line capacity)	RJ21X	108.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(2) (Cont'd)			
(f) For use with series devices such as toll restrictors (12 line capacity)	RJ71C	$108.00	(I)
(g) For connections of up to 12 line bridged 4-wire exchange 2/RT, T1/R1.	RJ2DX	108.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(2) (Cont'd)			
(h) For connection of 2-12 nonkey telephone and ancillary devices connected directly to central office lines where there is a requirement for make-busy.	RJ2MB	$108.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(3) Series Jacks for connection of terminal equipment as follows:			
(a) Single line alarm reporting devices.	RJ31X	$72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(4) Miniature Eight-Position Series Jack for connection of alarm reporting devices.	RJ38X	$72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(A) Standard Voice Jacks (Cont'd)			
(5) Weatherproof Jack for use with single line telephone sets used at locations such as boats and marinas.	RJ15C	$72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(B) Standard Data Jacks			
(1) Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. (1 line capacity)	RJ41S	$72.00	(I)
(2) Programmed Data Jack for use in connecting programmed data equipment. (1 line capacity)	RJ45S	72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(B) Standard Data Jacks (Cont'd)			
(3) Multiple Line Universal Data Jack for use in connecting fixed loss loop (FLL) and programmed (P) types of data equipment. This jack will terminate up to eight lines. The selection of this jack requires the use of the equipment listed following.	RJ26X	$160.00	
(a) Multiple Line Universal Data Jack Circuit Cards. For use with RJ26X. One circuit card per circuit required.	RJ26S	72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(B) Standard Data Jacks (Cont'd)			
(3) (Cont'd)			
(b) Multiple Line Universal Data Jack Mounting options. For use with RJ26X. One required per RJ26X.	RJM3X	$72.00	(I)
- Wall Mounting with cover.			
- Rack Mounting (19 inch or 23 inch)	RJM4X	72.00	(I)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(B) Standard Data Jacks (Cont'd)			
(4) Miniature (Eight-Position Keyed Jack for connection of local area data channels and/or Digital Data Access Services.	RJ48S	$72.00	(I)
(5) Miniature Fifty-Position Ribbon Jack for connection of local area data channels and/or Digital Data Access Services.*	RJ48T	72.00	(I)

* The Telephone Company will wire the lines to the jack in the sequence designated by the customer.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.3 Standard Jacks - Registration Program (Cont'd)

	USOC	Nonrecurring Charges	
(C) Standard Digital Jacks			
(1) Miniature (Eight-Position Jack for connection of 1.544 Mbps Digital	RJ48C	$72.32	(I)
(2) Miniature Eight-Position Jack with Shorting Bars for connection of 1.544 Mbps Digital Services.	RJ48X	72.32	(I)
(3) Miniature Fifty-Position Ribbon Jack for connection of 1.544 Mbps Digital Services.*	RJ48M	72.32	(I)

* The Telephone Company will wire the lines to the jacks in the sequence designated by the customer.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in 13.3.4(C) following. Other testing services provided by the Telephone Company in association with Access Services are furnished at no additional charge. These other testing services are described in 6.1.5 and 7.1.7 preceding.

Testing services are normally provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in (A)(5) and (B)(1) and (2) following for a customer to request Telephone Company personnel to perform testing services at the customer's premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), (B) and (C) following:

(A) Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, and (b) tests which are performed after acceptance of such access services by a customer, i.e., in-service tests. These in-service tests may be further divided into two broad categories of tests: scheduled and nonscheduled.

Scheduled tests are those tests performed by the Telephone Company on a regular basis, e.g., monthly, which result in the measurement of Switched Access Service. Scheduled tests may be done on an automatic basis (no Telephone

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(A) Switched Access Service (Cont'd)

Company or customer technicians involved, on a cooperative basis (Telephone Company technician(s) involved at Telephone Company office(s) and customer technician(s) involved at customer's premises), or a manual basis (Telephone Company technician(s) involved at Telephone Company office(s) and at customer's premises).

Nonscheduled tests are performed by the Telephone Company "on demand", which result in the measurement of Switched Access Service. Nonscheduled tests may involve Telephone Company technicians at Telephone Company offices and at the customer's premises.

(1) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access Service involves the Telephone Company provision of a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Intermodulation (Nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

(2) Reserved for Future Use

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(A) Switched Access Service (Cont'd)

(3) Cooperative Scheduled Testing

Cooperative Scheduled Testing (CST) of Switched Access Services (Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups B and D and Directory Access Service not routed through an access tandem), where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance measurements, the customer may also order, at additional charges, gain-slope and C-notched noise testing. (D) (D)

The Telephone Company will provide, on a quarterly basis, a CST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(A) Switched Access Service (Cont'd)

(4) Manual Scheduled Testing

Manual Scheduled Testing (MST) of Switched Access Services (Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option and Feature Groups B, D and Directory Access Service not routed through an access tandem), where the Telephone Company provides a technician at its office(s) and at the customer's premises, will consist of quarterly loss and C-message noise tests, and annual balance tests. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the customer may also order, at additional charges, gain-slope and C-notched noise testing.

The Telephone Company will provide, on a quarterly basis, an MST report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(A) Switched Access Service (Cont'd)

(5) Nonscheduled Testing

Nonscheduled Testing (NST) of Switched Access Services is where:

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent ("automatic testing"), or

- the Telephone Company provides a technician at its office(s) and the customer provides a technician at its premises, with suitable test equipment to perform the required tests ("cooperative testing"), or

- the Telephone Company provides a technician at its office(s), and/or at the customer's premises with suitable test equipment to perform the required tests ("manual testing").

Nonscheduled Tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer may require.

(6) Obligations of the Customer

(A) The customer shall provide the Remote Office Test Line priming data to the Telephone Company, as appropriate, to support NST as set forth in 13.3.4(A)(5) preceding.

(B) The customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(B) Special Access Service

The Telephone Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer.

(1) Additional Cooperative Acceptance Testing (ACAT)

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing of voice grade services. At the customer's request, the Telephone Company will provide a technician at the customer's premises or at the end user premises. These tests may, e.g., consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

(2) Nonscheduled Testing (NST)

When a customer provides a technician at its premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the customer's request, the Telephone Company will provide a technician at the customer's premises. Nonscheduled tests may consist of any tests, e.g., loss, noise, slope, envelope delay, which the customer may require.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(B) Special Access Service (Cont'd)

(3) Obligation of the Customer

When the customer subscribes to Testing Service as set forth in this section, the customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(C) Rates and Charges

(1) Switched Access

(a) Additional Cooperative Acceptance Testing

Testing Periods	USOC	First Half Hour or Fraction Thereof		Each Additional Half Hour or Fraction Thereof	
Basic Time, normally scheduled working hours, per technician	UBC+	$150.00	(I)	$150.00	(I)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(a) Additional Cooperative Acceptance Testing* (Cont'd)

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day per technician	UBC+	$200.00 (I)	$200.00 (I)
Premium Time, outside of scheduled work day, per technician	UBC+	250.00 (I)	250.00 (I)

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable to.

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(b) Reserved for Future Use

(c) Cooperative Scheduled Testing (CST)

The three tests as set forth in (I) following represent the minimum offering, i.e., an order for testing must, at a minimum, consist of four 1004 Hz Loss Tests per transmission path, four C- Message Noise Tests per transmission path and one Return Loss (Balance) Test per transmission path, per year. The Additional Tests as set forth in (II) following may be ordered by the customer at additional charges, 60 days prior to the start of the customer prescribed schedule. The customer also may specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

To First Point of Switching	USOC	Rates
(I) Basic Tests# 1004 Hz Loss Tests performed within a one year period, per test ordered, per transmission path	UBSXA	$8.02

Subject to a one year minimum contract period, and annually thereafter.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(c) Cooperative Scheduled Testing (CST) (Cont'd)

To First Point of Switching	USOC	Rates
(I) Basic Tests# (Cont'd)		
C-Message Noise Tests performed within a one year period, per test ordered, per transmission path	UBSXB	$3.52
Return Loss (Balance) Tests performed within a one year period, per test ordered, per transmission path	UBSXC	9.20

Subject to a one year minimum contract period, and annually thereafter.

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(c) Cooperative Scheduled Testing (CST) (Cont'd)

To First Point of Switching	USOC	Rates
(II) Additional Tests		
Gain-Slope Tests performed within a one year period, per test ordered, per transmission path	UBSXD	$6.13
C-Notched Noise Tests performed within a one year period, per test ordered, per transmission path	UBSXE	4.36

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(c) Cooperative Scheduled Testing (CST) (Cont'd)

To First Point of Switching	USOC	Rates

(III) Example

A customer schedules 6 1004 Hz Loss Tests, 6 C-Message Noise Tests and 4 Return Loss Tests on one trunk for a year. The charges will be computed as follows:

```
   6 x 4.00 = $24.00
  +6 x 3.00 =  18.00
  +4 x 1.00 =   4.00
              $46.00 per trunk
```

(d) Manual Scheduled Testing (MST)

The three tests as set forth in (I) following represent the minimum offering, i.e., an order for testing must, at a minimum, consist of four 1004 Hz Loss Tests per transmission path, four C-Message noise Tests per transmission path and one Return Loss (Balance) Test per transmission path, per year. The Additional Tests as set forth in (II) following may be ordered by the customer, at additional charges, 60 days prior to the start of the customer prescribed schedule. The customer also may specify a more frequent schedule of tests 60 days prior to the start of the customer prescribed schedule.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(d) Manual Scheduled Testing (MST) (Cont'd)

To First Point of Switching	USOC	Rates
(I) Basic Tests#		
1004 Hz Loss Tests performed within a one year period, per test ordered, per transmission path	UBMXA	$16.69
C-Message Noise Tests performed within a one year period, per test ordered, per transmission path	UBMXB	12.25

Subject to a one year minimum contract period, and annually thereafter.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(d) Manual Scheduled Testing (MST) (Cont'd)

To First Point of Switching	USOC	Rates
(I) Basic Tests# (Cont'd)		
Return Loss (Balance) Tests performed within a one year period, per test ordered, per transmission path	UBMXC	$27.44

Subject to a one year minimum contract period, and annually thereafter.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(d) Manual Scheduled Testing (MST) (Cont'd)

To First Point of Switching	USOC	Rates
(II) Additional Tests		
Gain-Slope Tests performed within a one year period, per test ordered, per transmission path	UBMXD	$15.51
C-Notched Noise Test performed within a one year period, per test ordered, per transmission path	UBMXE	$11.92
(III) Example		
See (c) (III) preceding.		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST)

Automatic Testing:

To First Point of Switching	USOC	Nonrecurring Charges
1004 Hz Loss, per test performed	USCXA	$15.75
C-Message Noise, per test performed	USCXB	15.75

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST)

Automatic Testing:

To First Point of Switching	USOC	Nonrecurring Charges
Return Loss (Balance), per test performed	USCXC	$15.75

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST) (Cont'd)

Automatic Testing: (Cont'd)

To First Point of Switching	USOC	Nonrecurring Charges
Gain-Slope, per test performed	USCXD	$15.75
C-Notched Noise, per test performed	USCXE	15.75

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST) (Cont'd)

Cooperative Testing:

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time, normally scheduled working hours, per technician	USS	$150.00 (I)	$150.00 (I)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST)* (Cont'd)

Cooperative Testing:

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	USS	$200.00 (I)	$ 200.00 (I)

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable to.

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST) (Cont'd)

Cooperative Testing: (Cont'd)

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Premium Time, outside of scheduled work day, per technician	USS	$250.00 (I)	$250.00 (I)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST) (Cont'd)

Manual Testing:

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time, normally scheduled working hours, per technician	USM	$150.00 (I)	$150.00 (I)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST)* (Cont'd)

Manual Testing:

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	USM	$200.00 (I)	$200.00 (I)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(1) Switched Access (Cont'd)

(e) Nonscheduled Testing (NST) (Cont'd)

Manual Testing: (Cont'd)

Testing Periods	USOC	First Half Hour or Fraction Thereof		Each Additional Half Hour or Fraction Thereof	
Premium Time, outside of scheduled work day, per technician	USM	$250.00	(I)	$250.00	(I)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access

(a) Additional Cooperative Acceptance Testing (ACAT)

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
Basic Time, normally scheduled working hours, per technician	SNT			(T)
Price Cap		$150.00	$150.00	(D)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access

(a) Additional Cooperative Acceptance Testing (ACAT) (Cont'd)

Testing Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	SNT		
Price Cap		$200.00	$200.00

(D)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access (Cont'd)

(a) Additional Cooperative Acceptance Testing (ACAT) (Cont'd)

Testing Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Premium Time, outside of scheduled work day, per technician	SNT		
Price Cap		$250.00	$250.00

(D)

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable too.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access (Cont'd)

(b) Nonscheduled Testing (NST)

Testing Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time, normally scheduled working hours, per technician	SNO		
Price Cap		$150.00	$150.00 (D)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access (Cont'd)

(b) Nonscheduled Testing (NST) (Cont'd)

Testing Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	SNO		
Price Cap		$200.00	$200.00

(D)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.4 Testing Services (Cont'd)

(C) Rates and Charges (Cont'd)

(2) Special Access (Cont'd)

(b) Nonscheduled Testing (NST) (Cont'd)

Testing Periods*	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Premium Time, outside of scheduled work day, per technician	SNO		
Price Cap		$250.00	$250.00

(D)

* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours except for Pennsylvania and Delaware where the minimum is two hours. This indicates only the exception and who it is applicable too.

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements

The following Protective Connecting Arrangements (PCAs) are grandfathered and are offered subject to on-the-shelf availability:

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA with a contact type signaling interface for 2 or 4-wire voice-grade connections of CPE communications systems to Telephone Company Special Access Services				
States of Maryland, Virginia, and the District of Columbia	PAJ++	ICB	ICB	(D)
State of Delaware	CDQ	$ 5.85	$ 7.80	
State of New Jersey	CDQ	$11.34	$ 10.55	
State of Pennsylvania	CDQ	$ 5.85	$ 7.80	
Automatic PCA for connection of a customer, authorized user or joint user provided communications system arranged for CPE dial or automatic channel signaling, to a Telephone Company Special Access Service.				
States of Maryland, Virginia, and the District of Columbia	PAT++	ICB		(D)
State of Delaware	C234W	$10.10	$ 87.15	
State of New Jersey		Not Available		
State of Pennsylvania	C234W	$10.10	$ 87.15	

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA for connection of CPE answering or recording equipment to Telephone Company Access Services, for one-way voice transmission in each direction but not simultaneously. Recording of two-way conversations is prevented, by the PCA				
States of Maryland, Virginia, and the District of Columbia	PBW++	ICB	ICB	(D)
State of Delaware	RDL	$5.50	$ 31.25	
State of New Jersey	RDL	$3.96	$ 15.83	
State of Pennsylvania	RDL	$5.50	$ 31.25	
For termination of CPE tie lines, with CPE channel signaling, in Centrex systems 4-wire				
States of Maryland, Virginia, and the District of Columbia	PD8++	ICB	ICB	(D)
State of Delaware	C2H	$7.20	$ 21.60	
State of New Jersey		Not Available		
State of Pennsylvania	C2H	$7.20	$ 21.60	

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for two-way combination service to and from the attendant position and from the dial switching equipment of a CPE system.				
States of Maryland, Virginia, and the District of Columbia	PDS++	ICB	ICB	(D)
State of Delaware	CDH	$10.45	$ 39.05	
State of New Jersey	CDH	$ 5.81	$ 10.55	
State of Pennsylvania	CDH	$10.45	$ 39.05	

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA which provides for connection of CPE automatic telephone answering devices to Telephone Company Access Services by means of a 2-wire interface.				
States of Maryland, Virginia, and the District of Columbia	PA6++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	GTS	$ 2.43	$15.83	
State of Pennsylvania		Not Available		
PCA for use with CPE answer-only equipment where two-way transmission is required.				
States of Maryland, Virginia, and the District of Columbia	PFZ++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	RDMZR	$ 5.02	$21.10	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Same application as above with voice control disconnect and automatic receive volume limiting				
States of Maryland, Virginia, and the District of Columbia	PF9++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	RDY	$ 6.60	$21.10	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA for use with CPE to provide data on PBX trunks. Also requires standard PBX trunk PCA.				
States of Maryland, Virginia, and the District of Columbia	PGA++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CBF	$ 2.83	$25.00	
State of Pennsylvania		Not Available		
PCA to permit connection of CPE message registers to Telephone Company Switched Access Service for indications of message registration for outgoing calls over the associated central office trunks.				
States of Maryland, Virginia, and the District of Columbia	PG8++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CEK	$ 2.11	$21.10	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Alarm coupler for use with rotary dial, one-way transmission CPE alarm signaling device.				
States of Maryland, Virginia, and the District of Columbia	PGH++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CAU	$ 2.11	$21.10	
State of Pennsylvania		Not Available		

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA to permit the connection of CPE to Telephone Company Switched Access Service arranged for 2-way service, i.e., outward dialing by hotel/ motel guests and rering by the operator of the IC long distance switchboard (the equivalent of a toll terminal)				
States of Maryland, Virginia, and the District of Columbia	PDA++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CED	$ 4.22	$21.10	
State of Pennsylvania		Not Available		
PCA used for automatic connection of CPE voice transmitting and/or receiving terminal equipment to Telephone Company Switched Access Service.				
States of Maryland, Virginia, and the District of Columbia		ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	C2ACP	$ 6.60	$26.37	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA to provide for connection of CPE terminal equipment to Telephone Company Switched Access Service via 3-way interface.				
States of Maryland, Virginia, and the District of Columbia	PDJ++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	STC	$ 6.60	$21.10	
State of Pennsylvania		Not Available		

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA for connection of CPE voice communications systems and/or terminal equipment via 2-wire interface to Telephone Company Switched Access Service (only loop start trunks not equipped for toll diversion).				
States of Maryland, Virginia, and the District of Columbia	PDK++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	STC	$ 5.40	$30.83	
State of Pennsylvania		Not Available		
Manual PCA used to connect a cord switchboard position of a CPE system, which provides supervisory signals to Telephone Company Switched Access Service.				
States of Maryland, Virginia, and the District of Columbia	PDB++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CDA	$ 2.90	$10.55	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for one-way incoming service to the attendant position of a CPE system.				
States of Maryland, Virginia, and the District of Columbia	PDV++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CD6	$ 3.69	$10.55	
State of Pennsylvania		Not Available		
			ICB	
			ICB	

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for two-way combination service to and from the attendant position and from the dial switching equipment of a CPE system.				
States of Maryland, Virginia, and the District of Columbia	PDS++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CDH	$ 5.81	$10.55	
State of Pennsylvania		Not Available		
Automatic PCA used to connect Telephone Company Switched Access Service arranged for one-way outgoing service from the attendant position of a CPE system.				
States of Maryland, Virginia, and the District of Columbia	PDZ++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CD7	$ 4.22	$10.55	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for one-way outgoing service from the dial switching equipment of a CPE system.				
States of Maryland, Virginia, and the District of Columbia	PFA++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CD8	$ 4.22	$10.55	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for two-way service to and from the attendant position of a CEP system.				
States of Maryland, Virginia, and the District of Columbia	PFM++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CD9	$ 5.81	$10.55	
State of Pennsylvania		Not Available		
PCA used for automatic connection of CPE voice transmitting and/or receiving terminal equipment bridged to Telephone Company Switched Access Service.				
States of Maryland, Virginia, and the District of Columbia	PFP++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	C2AKS	$ 7.91	$26.37	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
Automatic PCA used to connect Telephone Company Switched Access Service arranged for one-way service, i.e., outward dialing by hotel/motel guests to the operator position (the equivalent of a toll terminal).				
States of Maryland, Virginia, and the District of Columbia	PFV++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	CET	$ 4.22	$21.10	
State of Pennsylvania		Not Available		

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.5 Protective Connecting Arrangements (Cont'd)

Description	USOC	Monthly Rates	Nonrecurring Charges	
PCA to provide for connection of CPE originate-only or originate and answer terminal equipment.				
States of Maryland, Virginia, and the District of Columbia	PFV++	ICB	ICB	(D)
State of Delaware		Not Available		
State of New Jersey	SU6AQ	$ 5.02	$21.10	
State of Pennsylvania		Not Available		

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.6 Provision of Access Service Billing Information

(A) The customer, upon request, has the option of receiving its primary monthly access bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

(1) Paper
(a) Detailed paper bill

(2) Bill Data Record
(a) Electronic Data Transmission
(b) storage device (CD ROM)# (T)

(B) In addition to the customer's primary monthly access bill, the customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

(C) At the option of the customer, and for an additional charge as set forth in 13.3.6(H) following:

(1) Additional hard copies of the monthly access bill or service and features record may be provided on paper.

(2) Additional Bill Data Record information may be transmitted to the customer premises by electronic data transmission.

(3) Additional Bill Data Record information may be provided on a storage device (CD ROM).

(D) The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4 preceding applies to all primary monthly access bills, regardless of the chosen bill medium.

Effective February 20, 2019, the CD-ROM medium is no longer available for any new customer requests. The Telephone Company will continue to provide the CD-ROM medium pursuant to this Section 13.3.6 to existing customers until (a) the customer selects another medium; or (b) the Telephone Company discontinues offering the CD-ROM medium. (N)

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.6 Provision of Access Service Billing Information (Cont'd)

(E) Upon acceptance by the Telephone Company of a request for a change in the existing medium of the primary monthly access bill data, and for an additional electronic data transmission, the Telephone Company, in cooperation with the customer, will determine the interval required to implement the transmission of such material on an individual request basis. (D)

The customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Telephone Company transmission facilities.

(F) Regulations regarding electronic data transmission failure will apply as follows:

(1) In the event of transmission failure resulting from Telephone Company error, the Telephone Company will re-send a bill by electronic data transmission at no charge to the customer. The bill payment due date will be negotiated between Telephone Company and customer for this bill.

(2) In the event of transmission failure resulting from failure of the customer's transmission line or other customer error, the Telephone Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the access bill as set forth in 13.3.6(H) following. (D)

(G) This service may not be available for non-access rates and charges.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.6 Provision of Access Service Billing Information (Cont'd)

(H) The rates and charges for the provision of Access Service Billing Information are as follows:

		USOC	Rates	
(1)	Additional hard copies of the customer's monthly bill or service and features record on paper,			
	per page	AED	$0.0599	
(2)	Additional Electronic Data Transmission to a customer's premises of Bill Data Record information,			
	per record* transmitted	VRT	$0.0080	
(3)	Additional copies of Bill Data Record information on a storage device (CD ROM)#,			(T)
	per device	RM8	$25.47	

Availability is limited. Refer to # footnote on Page 13-71. (N)

* A record is comprised of 225 bytes.

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.7 Reserved for Future Use (C)

(D)

(D)

(D)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.8 Reserved for Future Use (C)

(D)

(D)

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(T)
(T)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(D)

(D)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(D)

(D)

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(T)
(T)

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

(D)

(D)

13.3.9 Originating Line Screening (OLS) Information

OLS Service provides information concerning the nature of the subscriber's line from which a call originates. OLS service sends a two digit code with the Automatic Number Identification (ANI) at the beginning of the call to the Interexchange Carrier (IXC) or the Operator Service Provider (OSP). The IXC or OSP customer can use the information about the nature of the Originating location (e.g., prison or private payphone) to determine whether to allow the call to be billed to the originating line or require another form of payment, such as calling card. The two digits sent are either from the basic set of Automatic Number Identification Information (ANIii), as specified in Section 6 preceding, or from the enhanced OLS information indicators set provided through Flexible ANI.

Aggregators may contact their Telephone Company Business Office to verify the information indicator digits associated with their lines. This confirmation service is offered at no charge.

13.3.10 International Blocking

An optional service available, where facilities permit, in Telephone Company electronic end offices. This service provides end office blocking of direct-dialed 011+ and 101XXXX-011+ calls by routing such calls to a recorded announcement. This service is available for use with line side services located in Section 6 and for line side services offered in the Telephone Company's local or general exchange tariffs that are provided to business customers and to customers for the provision of telephones to transient members of the public or to transient users of an aggregators' premises.

(A) Rates and charges

	USOC	Nonrecurring Charge
International Blocking		
- per line/per Trunk	RTVXO	$20.00

(T)
(T)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.11 Billing Name and Address (BNA) for Automatic Number Identification (ANI) for Listed and Non-Published/Non-Listed Customers

BNA for ANI Service provides for end user or local providers billing name and address and associated information. It is available to Interstate Telecommunications providers such as interexchange carriers, operator service providers, enhanced service providers, and any other provider of telecommunications services. (x)

The Telecommunication providers can request billing name and address information for the telephone numbers associated with the ANI they recorded for calling card, third number, sent-paid, collect, or access code calls made by Telephone Company subscribers. (x)

Telecommunications Providers will not receive BNA information for Customers who are not presubscribed to them when these customers request that their name and address not be disclosed. If the customer subscribes to a telecommunication provider's discount plan through access code dialing, the BNA will be released if the customer has made a call on the provider's network. (x)

The Telecommunication providers must send their requests for billing name and address using the national Industry Standard Interface (ISI) - Customer Account Record Exchange (CARE) record. The billing name and address information will be provided by the Telephone Company in accordance with the same industry standard. The CARE standards are designed to provide a mechanized format for the data exchange requirements of Telecommunication providers for the customer information necessary for equal access. (x)

The Telecommunication providers are responsible for providing all necessary equipment or supplemental services for the transmission or receipt of BNA. (x)

(x)
|
|
|
(x)

If the BNA provided is not usable because of the Telephone Company's acts or omissions, the Telephone Company will resubmit the information within ten days of the original submission without additional cost to the Telecommunication providers. (x)

(x) Issued under authority of Special Permission No. 04-080 of the Federal Communications Commission in order to withdraw pending material and reinstate material currently in effect

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.11 Billing Name and Address (BNA) for Automatic Number Identification (ANI) for Listed and Non-Published/Non-Listed Customers (Cont'd)

The BNA information provided to the Telecommunication provider shall not be used for any purpose other than the following: 1. Billing customers for using telecommunications services of that service provider and collecting amounts due; 2. Any purpose associated with equal access requirement of the United States vs. AT&T, 552 F. Supp. 131 (D.D.C. 1982); 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

The Telephone Company does not warrant that any customer provided information is complete or accurate. The Telephone Company specifically provides such information on an as is basis.

BNA information is provided electronically through CARE by electronic data transmission or by using the Telephone Company's Xpress Electronic Access (XEA) on-line system. (C) (C)

(A) Rates and Charges

	USOC		
			(D) (D)
BNA Record - per record		.14	
Record Provision			(D)
- data transmission, per record		.00	(R)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.12 900 Blocking Service

900 Blocking Service is available to customers who obtain local exchange service from the Telephone Company under its general or local exchange tariffs and to customers who obtain Feature Group A Switched Access service in Section 6 of this tariff. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Telephone Company will block all direct dialed calls placed to a 900 number. When capable, the Telephone Company will route the blocked calls to a recorded message.

A 900 Blocking Service charge as set forth in (A) below is applicable when ordered by the end user customer with the following exceptions:

- Customer with 900 Blocking Service who subscribe to a new telephone number will receive 900 Blocking Service on their new telephone number at no charge for a period of 60 days after the new number is effective.

- 900 Blocking will be provided at no charge on a one-time basis to FGA Switched Access Service customers from February 11, 1994 through April 12, 1994.

The 900 Blocking Service charge is applied on a per order basis. For Feature Group A Switched Access service, 900 Blocking Service is applied on a per Line basis. Requests by subscribers to remove 900 Blocking Service must be in writing.

(A) 900 Blocking Service	Nonrecurring Charge
- Per order	$ 15.00
- Per Feature Group A line	81.00

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.13 InterLATA Operator Services

General

InterLATA Operator Services offers live operator call completion services for interLATA calling card and credit card calls. The Telephone Company will perform all operator functions on these calls, including branding, calling card and credit card validation, and the call detail recording necessary for billing. The Telephone Company will direct all calls to the appropriate long distance provider for completion. (D) (D) (D)

Live Operator Assistance

Live Operator Assistance includes calling card handling. Live Operator Assistance includes the functionality to screen calling cards and to block nonconforming cards. An interLATA operator services customer will provide the Telephone Company with a list of acceptable calling cards. If the screening function indicates that a particular card is not recognized, the calling party is instructed to use an alternate means of payment. The operator will first announce the name of the appropriate IXC and then manually complete the call. The live operator handled-calls will be charged per operator work second. (D)

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ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.13 InterLATA Operator Services (Cont'd)

Directory assistance calls and 1+ payphone calls are excluded from this service. These services will continue to be provided under existing terms and conditions.

The IXC that selects the Telephone Company as its operator services provider is responsible for transporting calls requiring operator assistance to and from specific switch locations designated by the Telephone Company. That IXC must obtain transport facilities for Feature Group D services between the IXC's POP and the Telephone Company's designated switch. These transport facilities must be properly sized to accommodate the call volume and dedicated to interLATA operator service traffic. The Telephone Company's designated switch for interLATA operator services will interface directly with Feature Group D service. All charges associated with the transport facilities will apply.

If the call originates within the LATA in which the designated switch is located, the IXC must transport it to the IXC's POP in that LATA for delivery, along with the out-of-LATA calls, to the Telephone Company's designated switch. Both within-the-LATA traffic and out-of-LATA traffic can be rated over the transport facility from the Telephone Company's operator facility back to the IXC's POP.

The Telephone Company's obligation to furnish this service is dependent upon its ability to obtain and retain, without unreasonable expense, suitable rights, facilities, equipment, and other resources required to furnish and maintain this service.

Rate Regulations

Recurring charges for InterLATA Operator Services are offered at month-to-month or 2, 3, and 5 year pricing options.

Month-to-month rates will be subject to a one-month minimum service period. If service is discontinued prior to the expiration of the one-month minimum period, the customer's usage will be adjusted to reflect an entire month of usage. Usage is defined as the number of operator work seconds. (D)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.13 InterLATA Operator Services (Cont'd)

All term plans (2, 3, and 5-year) will be subject to a one-year minimum service period. If service is discontinued prior to the end of the one-year period, the customer's usage will be adjusted as described for the one-month minimum period calculation. (D)

A customer's annual usage will be determined once the one-year minimum service period has been fulfilled. This initial usage will serve as an preliminary indicator to compare the succeeding year's usage level or the amount of usage at the time a customer discontinues service. Termination liability charges will be applied to recover any decrease in usage. The annual level will be re-calculated each year, i.e., the preceding year will serve as the benchmark for the succeeding year.

Termination Liability

Termination liability will be calculated as follows:

- Determine the difference between the preliminary usage level and the current year's usage level. Usage is defined as the number of operator work seconds. (D)

- Determine if the difference is greater than -10%. If the difference is greater than -10%, termination liability will be assessed to the lost usage that is greater than 10%. For example, the initial usage is reduced by 10%. (D)

- The lost usage will be multiplied by the difference between the rates of the customer's chosen term plan and the term plan that is actually appropriate given the time spent in the plan. For example, if a customer selected a 5-year term plan, but had a deficit usage level in month 37 (year 3), the rate differential would be the difference between the 5-year rates and the 3-year rates. This rate differential would be applied to the amount of "lost" usage below 10%.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.13 InterLATA Operator Services (Cont'd)

Termination Liability (Cont'd)

- Determine the time in service. In this instance, the customer has spent three years in the plan at 5-year rates. In order to correct this the lost usage must be multiplied by the rate differential as well as the time in service. This calculation determines what the customer would have paid for those operator work seconds had they been in the proper term plan. (D)

Customers have the option of selecting the year-1 usage level as their commitment level for the duration of their term agreement or may self-select a commitment level. Any usage above the commitment level selected using these two options will not qualify for term rates, but will be charged the month-to-month rates. Termination liability will be calculated as specified above, using the appropriate commitment level.

Any customer in the final year of a term plan may elect to calculate termination liability by applying the term rate to the foregone annual usage. For example, if a customer in a 5-year plan disconnects after 50 months, termination liability would be calculated as follows: ([4-year usage benchmark x .9] - 5-year actual usage) x 5-year rate.

The Telephone Company will calculate termination liability charges using the method that produces the lesser charge.

Rates and Charges

	Monthly	2 Year	3 Year	5 Year	
					(D) | | | | (D)
Operator Handled - per work second	0.0124	0.0120	0.0116	0.0100	

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.14 ISP Traffic Origination Service

(A) General

ISP Traffic Origination Service applies to all telecommunications delivered by the Company to another telecommunications service provider (the "interconnecting carrier") for which the interconnecting carrier imposes on the Company an interstate charge pursuant to federal tariff for delivery of telecommunications to an Internet Service Provider (the "delivery charge"). ISP Traffic Origination Service reimburses the Company for the interstate cost of handing off traffic that is bound for the Internet to the interconnecting carrier and is not intended to cover the cost of any subscriber or common line facilities.

(B) Rates

For each call for which the interconnecting carrier attempts to assess a delivery charge of $0.008 per minute to the Company, the Company will assess to the interconnecting carrier an ISP Traffic Origination rate per minute which is the Interconnection Charge set forth below. For each call for which the interconnecting carrier attempts to assess a delivery charge of other than $0.008 per minute to the Company, the Company will assess to the interconnecting carrier an ISP Traffic Origination rate per minute which is the Alternative Interconnection Charge set forth below. The Alternative Interconnection Charge is the actual delivery charge, per minute, that the interconnecting carrier assesses on the Company.

The Interconnection Charge set forth following will apply to the same calls, and for the same duration, as the interconnecting carrier attempts to assess on the Company through its delivery charge.

Interconnection Charge	Rate
Charge per minute, per call	$0.008

Alternative Interconnection Charge

The actual delivery charge as described above

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.15 Optional Features for Payphone Access Lines

The following optional features are applicable only to Payphone Access Lines and may not be purchased in conjunction with any other type of service. These features are available for use only with lineside services offered in the Telephone Company's local or general exchange tariffs. These features are not available with Feature Group A or Lineside BSA Services.

Rates and charges for these optional features will consist of a monthly charge per optional feature. This monthly charge will be applied on a per line basis. A per line nonrecurring charge will also apply. In addition, a nonrecurring Service Order Charge will be applied per service order. The aforementioned nonrecurring charges will only apply when the optional feature is subsequently ordered to an existing line.

Service Order Charge	USOC	Nonrecurring Charge
- per service order		$31.50

(A) Inward Call Blocking

Inward Blocking, available in Delaware and Pennsylvania only, is an optional arrangement which prevents incoming calls from being received.

	USOC	Nonrecurring Charge	Monthly Rate	(Z)
per line		$2.00	$0.05	

(B) Outward Call Blocking

Outward Call Blocking, available in Delaware and Pennsylvania only, is an optional arrangement which restricts all chargeable calls to alternately billed operator-handled calls (collect, third party billed, or calling card).

	USOC	Nonrecurring Charge	Monthly Rate	(Z)
per line		$2.00	$0.15	

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)
13.3 Miscellaneous Services (Cont'd)
13.3.15 Optional Features for Payphone Access Lines (Cont'd)

(C) Outward Call Screening

Outward Call Screening, available in Washington, D.C., Maryland, Virginia, and New Jersey only, is an optional arrangement, available where facilities permit in Telephone Company's electronic end offices. This feature provides an indicator to restrict outgoing operator calls to collect, third number billed, or calling card. (D)

	USOC	Nonrecurring Charge	Monthly Rate
per line		$2.00	$0.00

(D) Incoming/Outgoing Call Screening

Incoming/Outgoing Call Screening, available in Delaware and Pennsylvania only, is an optional feature which provides indicators to prevent the completion of incoming collect and third party calls as well as to restrict outgoing operator calls to collect, third number billed, or calling card.

	USOC	Nonrecurring Charge	Monthly Rate
per line		$4.00	$0.00

(E) Pay Telephone Line Side Answer Supervision

Pay Telephone Line Side Answer Supervision is an optional arrangement available where facilities permit in Telephone Company's electronic end offices. This feature detects the completion and termination of a call and signals the Payphone Service Provider's equipment to commence and terminate the billing associated with the call.

	USOC	Nonrecurring Charge	Monthly Rate
per line		$6.00	$0.15

(F) Limited InterLATA Dialing (LID) Arrangement

This arrangement, available in New Jersey only, blocks the completion of interLATA calls identified by the Company as 1+ interLATA calls, except Toll Free calls and calls that the Telephone Company transports within a local calling area that is situated in two LATAs. This service is provided where facilities permit.

	USOC	Nonrecurring Charge	Monthly Rate
per line		$2.00	$5.00

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability

(A) Service Provider Number Portability (SPNP) General Description

SPNP allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated in the Telephone Company's 15 largest Metropolitan Statistical Areas (MSAs) on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc. Tariff, F.C.C. No. 4. This capability will be activated in the remaining Telephone Company switches by the end of 1999.

(B) SPNP and SPNP Database Service (SPNPDS) Service Description

SPNP is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider (LSP) that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a SPNP database to secure the LRN which is then used in routing the call.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(B) SPNP and SPNP Database Service (SPNPDS) Service Description (Cont'd)

Where the N-1 carrier does not perform a database query, and forwards a call to a switch in the Telephone Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Telephone Company will perform a query for the N-1 Carrier and bill that N-1 carrier a SPNP Query charge, as shown in Section 13.3.16(E) following.

When the Telephone Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Telephone Company tandem switch), the Telephone Company will perform the query on behalf of the N-1 carrier and bill the N-1 carrier a SPNP Query charge, as shown in Section 13.3.16(E) following.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(B) SPNP and SPNP Database Service (SPNPDS) Service Description (Cont'd)

Where the N-1 Network queries the Telephone Company SPNP database, the Telephone Company will bill that N-1 Carrier a SPNP database query charge.

SPNP Database Service procedures will be applied uniformly to all users of the Telephone Company's SPNP Database Network. The Telephone Company SPNP Database will receive and respond to all queries, including the Telephone Company's queries as defined in the Technical Reference filed with this service.

(C) Service Provider Number Portability Database Service (SPNPDS) Service Application

There are two service arrangements of SPNPDS available through the Telephone Company's network:

- SPNP Query
  - Tandem
  - End Office
- SPNP Database Query

Following are detailed descriptions of each of the available service applications.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(C) Service Provider Number Portability Database Service (SPNPDS) Service Application (Cont'd)

(1) SPNP Query

When the Telephone Company performs a query on behalf of the N-1 carrier, the Telephone Company's end office or access tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a SPNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the SPNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.

When a Telephone Company tandem switch performs the query on behalf of the N-1 carrier, an SPNP Query-Tandem charge is applied whenever the call is to an NXX from which a DN has been ported.

When a Telephone Company end office switch performs the query on behalf of the N-1 carrier, an SPNP Query-End Office charge will apply when the called DN has ported out of the Telephone Company switch.

(2) SPNP Database Query

N-1 carriers may query the Telephone Company's SPNP database interconnecting with the Telephone Company's common channel signaling network as provided in Section 6 preceding (Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service) of this tariff. This is an optional service.

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(C) Service Provider Number Portability Database Service (SPNPDS) Service Application (Cont'd)

(2) SPNP Database Query (Cont'd)

N-1 carriers may arrange in advance to query, via the common channel signaling network, the Telephone Company's SPNP database which contains information necessary to route calls to number portable NXX codes. When the necessary routing information has been returned from the SPNP database to the switch originating the query, call processing is resumed by the originating N-1 carrier, and the call is routed to the correct network switching element for completion to the called party. The N-1 carrier will be assessed a SPNP Database Query Charge on all queries to the SPNP Database.

(D) SPNPDS Service Provisioning

(1) SPNPDS Provisioning

SPNP Database access is available in the Philadelphia and Washington LATAs. The database in Philadelphia LATA will provide LRN information on ported telephone numbers in the states of New Jersey, Pennsylvania, and Delaware. The database in the Washington LATA provides LRN information on ported telephone numbers in the states of Maryland, Virginia, and the District of Columbia. Customer requests for SPNP Database Query Service will be treated as projects. (D)

(2) Limitations

SPNP Database Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described herein.

Information residing in the Telephone Company's SPNP database is protected from unauthorized access and may not be stored in a customer's database or elsewhere for any reason.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(D) SPNPDS Service Provisioning (Cont'd)

(3) Network Management

The Telephone Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services.

The Telephone Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Telephone Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

(E) Rate Regulations

The rates and charges associated with SPNPDS which are "query" based will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

(1) Rate Elements

The following provides a list of the various SPNP rate elements.

- SPNP Query
  - Tandem
  - End Office
- SPNP Database Query
- SPNP Database Service Activation and/or Rearrangement
- Wireless SPNP Surcharge (C)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(E) Rate Regulations (Cont'd)

(1) Rate Elements (Cont'd)

(a) SPNP Query

The SPNP Query rate element provides for the identification of the LRN information associated with the directory number including transport of the query to and from the database. This charge is assessed at either a Tandem or End Office rate depending on where the query was launched.

(1) SPNP Query - Tandem Query Charges are assessed to each non-queried call delivered at the Telephone Company Tandem to numbers in NXXs from which a DN has ported. This charge is also assessed when the N-1 carrier delivers calls to other LECs through a Telephone Company Tandem.

(2) SPNP Query - End Office Query Charges are assessed to each non-queried call to a Directory Number that has been ported out of a Telephone Company end office switch, and the end office switch performs the query.

(3) The SPNP Database Query rate element provides for the identification of the LRN associated with the directory number being queried including transport from the Telephone Company STP to the SPNP database (this service is provided in connection with CCS/SS7 Interconnection Service described in Section 6 preceding). This charge will be assessed to each query made to the SPNP Database.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(E) Rate Regulations (Cont'd)

(1) Rate Elements (Cont'd)

(b) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity. These nonrecurring charges are applicable for the installation of the service and for rearrangements of the service. In addition, an Access Order Charge will apply to the SPNP Database Query Service, as shown in Section 5 preceding.

(1) SPNPDS Activation and/or Rearrangement Charge

A nonrecurring charge applies for the translation of the signaling point code as applicable to the SPNP Database Query.

(c) Wireless SPNP Surcharge (C)

The Wireless SPNP Surcharge recovers Telephone Company incremental costs directly related to providing long term wireless number portability. (C) It is billed on a monthly basis to all Telephone Company end users, line side access customers, unbundled switch port customers, and resale customers, except for those customers who participate in the Lifeline Assistance Program. This surcharge will be recovered (C) over 6 months commencing September 1, 2004, and ending February 28, 2005.

The Wireless SPNP Surcharge will apply to lines, PBX trunks and ISDN PRI. The PBX trunk charge is equivalent to 9 line charges, and the ISDN PRI charge is equivalent to 5 line charges. (C)

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.16 Service Provider Number Portability (Cont'd)

(F) Rates and Charges

	Rate Per Query	
SPNP Query		
- Tandem	$.000926	
- End Office	$.000926	
SPNP Database Query	$.000648	
	Nonrecurring Charge	
SPNPDS Service Activation and/or Rearrangement	$102.35	
	Monthly Charge	
Wireless SPNP Surcharge*		(C)
- Per Line	$0.21	|
- Per PBX Trunk	1.89	|
- Per ISDN PRI	1.05	(C)

*To be recovered over 6 months commencing September 1, 2004 and ending February 28, 2005. (C) (C)

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13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.17 Long Distance Trouble Management Services (LDTMS)

(A) Service Description

LDTMS enables a participating Interexchange Carrier (IC) to receive, from the Telephone Company, specific trouble ticket information. This is accomplished by having information delivered electronically to a designated directory within a server owned and maintained by the Telephone Company. Each subscribing IC will have its own dedicated directory from which it can download its customers' trouble reports. The customer reporting the trouble must have as his/her Primary Interexchange Carrier (PIC) the IC that ordered LDTMS. ILP PICs (IntraLATA Presubscription Primary Interexchange Carriers) and/or ISP PICs (Intrastate Presubscription Primary Interexchange Carriers) are ineligible for LDTMS.

LDTMS supports the delivery of trouble reports related to certain switched access, special access, toll free, ATM, Frame Relay, calling card and operator-assisted services. For certain special access services, at least one end of the circuit must originate or terminate within the Telephone Company's operating region. For certain switched access or toll free services, the customer may or may not be presubscribed to the Telephone Company for local retail services, but must have as his/her Primary Interexchange Carrier (PIC) the IC that ordered LDTMS.

If, during a telephone contact between the Telephone Company's repair personnel and an IC's customer, it is determined that a trouble resides in the IC's network, the customer is informed that the ticket will be electronically delivered to his/her IC for full resolution. At that time, the IC's customer is also informed that his/her IC will contact him/her within one hour and provide a status report on the trouble. Telephone Company personnel will answer all repair calls using the Telephone Company brand name.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.17 Long Distance Trouble Management Services (LDTMS) (Cont'd)

(A) Service Description (Cont'd)

LDTMS will be provided on a negotiated interval basis, which will include joint-acceptance testing. LDTMS will be offered to all states covered by this tariff. The Telephone Company reserves the right to determine geographic availability, terms and conditions of the service. If the PIC for the customer has not subscribed to LDTMS, that customer will be treated in accordance with current operating procedures.

(B) Undertaking of the Telephone Company

Before delivering the ticket, the Telephone Company will inform the customer that he/she will be called back by his/her IC within one hour. On a subsequent call, the Telephone Company will inform the customer that he/she will be called back within thirty minutes. Also, if requested by the customer, the Telephone Company will obtain a status or provide the telephone number of the IC.

The Telephone Company will be responsible for providing the IC all the information needed to establish an LDTMS account and to access its directory within the Telephone Company server. The Telephone Company will also control the format of the information, access to the network components up to and including the server, and the information that will be available to the IC within its directory.

(C) Obligations of the IC

Each IC is obligated to call their customer within one hour of receiving the trouble and to provide the customer with a status report. On a subsequent call, the IC is obligated to contact their customer within thirty minutes. Each IC will be solely responsible for the development of its own operation support systems that interface with the Telephone Company's server. Each IC will also be solely responsible for meeting the interface standards and requirements as set by the Telephone Company.

ACCESS SERVICE

13. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.17 Long Distance Trouble Management Services (LDTMS) (Cont'd)

(D) Rate Regulations

A monthly recurring rate will apply to each participating IC for every month or fraction thereof that LDTMS is provided. No charges will apply to an IC's customer.

(E) Rates and Charges

	USOC	Monthly Rate
Long Distance Trouble Management Services (LDTMS)	WTR	$15,400.00

Vice President
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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies

The operating territory of the Verizon Telephone Companies is comprised of the operating territories of Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC, and Verizon Washington, D.C. as defined following. (T)

14.1 Operating Territory of Verizon Pennsylvania LLC and Verizon Delaware LLC (T)

14.1.1 The operating territory of Verizon Pennsylvania LLC and Verizon Delaware LLC is comprised of the entire state of Delaware and the following locations, defined as rate centers, for the state of Pennsylvania, except for interstate corridor service. (T)

Pennsylvania

Rate Center	Rate Center	Rate Center
Alexandria	Cherry Tree	Girardville
Aliquippa	Chester Springs	Glen Campbell
Allentown (Len. Co.)	Clairton	Glenmoore
Altoona	Clarion	Glenwillard
Ambridge	Claysville	Green Lane
Annville	Clearfield	Greensburg
Ashland (Schuyl. Co.)	Clymer	Greenville
Austin	Coatesville	Grove City
Avella	Collegeville	Halifax
Avis	Connellsville	Hamburg
Avondale (Ches. Co.)	Coudersport	Hamlin (Wayne Co.)
Baden	Cresco	Harleysville
Barnesboro	Cresson	Harrisburg
Bath	Curwensville	Hastings
Beaver Falls	Danville	Hawley
Bedminster	Dauphin	Hazleton
Bellefonte	Dawson	Hellertown
Belle Vernon	Derry	Herminie
Bellwood	Donora	Hollidaysburg
Berwick	Downingtown	Homer City
Bessemer	Doylestown	Honesdale
Bethlehem	Dublin	Honey Brook (Ches. Co.)
Black Lick	DuBois	Hookstown
Blairsville	Eagle (Ches. Co.)	Houtzdale
Bloomsburg	Easton	Hummelstown
Boalsburg	East Palestine	Huntingdon
Bolivar	Ebensburg	Imperial
Bradford	Eldred	Indiana
Brownsville	Elizabeth	Jeannette
Buckingham	Ellwood City	Jermyn
Burgettstown	Elysburg	Jersey Shore
Bushkill	Endeavor	Jim Thorpe
California	Exton	Kane
Canonsburg	Fairchance	Kemblesville
Carbondale	Farmington	Kennett Square
Carrolltown	Fayette City	Kingston
Carversville	Finleyville (Wash. Co.)	Kulpmont
Catasauqua	Fleetwood	Kutztown (Berks Co.)
Catawissa	Frackville	Lake Ariel
Center Point	Freeland	Lake Como
Centre Hall	Frenchville	Lancaster
Charleroi	Galeton	Landenberg

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.1 Operating Territory of Verizon Pennsylvania LLC and Verizon Delaware LLC (Cont'd) (T)

14.1.1 (Cont'd)

Pennsylvania (Cont'd)

Rate Center	Rate Center	Rate Center
Landisville	Mount Gretna	Zone 11
Lansdale	Mount Jewett	Zone 12
Latrobe	Mount Pleasant	Zone 13
Lebanon	(Wstmld. Co.)	Zone 14
Leeper	Mount Pocono	Zone 17
Lehighton	Mount Union	Zone 21
Lenape	Mountaintop	Zone 22
Lewistown (Miff Co.)	Nanticoke	Zone 23
Ligonier	Nazareth	Zone 24
Line Lexington	Nesquehoning	Zone 25
Lock Haven	New Castle	Zone 26
Lords Valley	New Florence	Zone 28
Lowellville	New Hope	Zone 29
Ludlow	New Kensington	Zone 30
Mahaffey	New Philadelphia	Zone 31
Mahanoy City	New Salem	Zone 32
Marchand	Newfoundland	Zone 33
Marienville	Newtown (Bucks Co.)	Zone 34
Marion Center	North Wales	Zone 37
Masontown	Northampton	Zone 38
McAdoo	Northumberland	Zone 39
McClellandtown	Numidia	Zone 40
McDonald	Oakdale	Zone 41
McMurray	(Alleg. Co.)	Zone 42
McVeytown	Olyphant	Zone 43
Mechanicsburg	Orwigsburg	Zone 44
(Cumb. Co.)	Osceola Mills	Zone 45
Mendenhall	Oxford	Philipsburg
Mercer	Palmyra	Phoenixville
Middletown	Paris	PITTSBURGH
(Dauph. Co.)	Parkesburg	Zone 1
Midland	Parkwood	Zone 2
Millersville	Patton	Zone 3
Millheim	Pennsburg	Zone 4
Millville	Perkasie	Zone 5
Milton	Perryopolis	Zone 6
Minersville	PHILADELPHIA	Zone 7
Monessen	Zone 1	PITTSBURGH SUBURBAN
Monongahela	Zone 2	Zone 10
Moosic	Zone 3	
Morrisville	Zone 8	
(Bucks Co.)	Zone 4	
Mortonville	PHILADELPHIA	
Moscow	SUBURBAN ZONES	
Mount Carmel	Zone 10	

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.1 Operating Territory of Verizon Pennsylvania LLC and Verizon Delaware LLC (Cont'd) (T)

14.1.1 (Cont'd)

Pennsylvania (Cont'd)

Rate Center	Rate Center	Rate Center
PITTSBURGH SUBURBAN ZONES (Cont'd)	Schuylkill Haven	Warren
Zone 11	Schwenksville	Washington
Zone 12	Scottdale	Washingtonville
Zone 13	Scranton	Weatherly
Zone 14	Shamokin	West Alexander
Zone 15	Sharon	West Chester
Zone 16	Sharpsville	West Grove
Zone 17	Shenandoah	West Middlesex
Zone 18	Slatington	West Newton
Zone 19	Smethport	Westtown
Zone 20	Smithfield (Fay. Co.)	White Haven
Zone 21	Smiths Ferry	Wilkes-Barre
Zone 22	Smock	Williamsport
Zone 23	Snow Shoe	Winburne
Pittston	Souderton	Woolrich
Plumsteadville	Springdale	Wycombe
Plymouth	Spring Mills (Cen. Co.)	Wyoming
Point Marion	Springtown	Yardley
Portage	State College	Youngsville
Port Allegany	Steelton	Zelienople
Pottstown	Strasburg	
Pottsville	Stroudsburg	
Pughtown	Sugar Grove	
Punxsutawney	Sunbury	
Quakertown	Sykesville	
Reading	Tamaqua	
Renovo	Tarentum	
Republic	Taylor	
Rew	Tidioute	
Reynoldsville	Tionesta	
Riegelsville	Tyron	
Rochester	Ulysses	
Roulette	Uniontown (Fay. Co.)	
Royersford	Unionville (Ches. Co.)	
Russell	Upper Black Eddy	
Saint Clair	Wallenpaupack	
Saxton	Wampum	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.1 Operating Territory of Verizon Pennsylvania LLC and Verizon Delaware LLC (Cont'd) (T)

14.1.2 The operating territory of the Telephone Company for interstate corridor service between Pennsylvania and New Jersey is defined to be between the rate centers listed below.

14.1.2(A) Pennsylvania - LATA Philadelphia Pennsylvania NPA 215 and NPA 610

NPA 215		NPA 610	
Rate Center	Rate Center	Rate Center	Rate Center
Bedminster	Philadelphia	Avondale	Zone 12
Buckingham	Suburban Zones:	(Chester Co.)	Zone 13
Carversville	Zone 32	Center Point	Zone 14
Doylestown	Zone 33	Chester Springs	Zone 17
Dublin	Zone 34	Coatesville	Zone 21
Glenmoore	Zone 37	Collegeville	Zone 22
Green Lane	Zone 38	Downingtown	Zone 23
Harleysville	Zone 39	Eagle (Chester Co.)	Zone 24
Lansdale	Zone 40	Exton	Zone 25
Line Lexington	Zone 41	Honey Brook	Zone 26
Morrisville	Zone 42	(Chester Co.)	Zone 28
New Hope	Zone 43	Kemblesville	Zone 29
Newtown (Bucks Co.)	Zone 44	Kennett Square	Zone 30
North Wales	Zone 45	Landenberg	Zone 31
Pennsburg	Plumsteadville	Lenape	Phoenixville
Perkasie	Quakertown	Mendenhall	Pottstown
Philadelphia	Souderton	Mortonville	Pughtown
(Zoned City)	Upper Black Eddy	Oxford	Riegelsville
Master Zone	Wycombe	Parkesburg	Royersford
City Zones:	Yardley	Philadelphia	Schwenksville
Zone 1		Suburban Zones	Springtown
Zone 2		Zone 10	Unionville
Zone 3		Zone 11	(Chester Co.)
Zone 4			West Chester
			West Grove
			Westtown

14.1.2(B) New Jersey - LATA Delaware Valley NPA 609

Rate Center	Rate Center	Rate Center
Beaver Brook	Glassboro	Paulsboro
Berlin	Gloucester	Pembertown
Blackwood	Haddonfield	Pitman
Bordentown	Haddon Heights	Riverside
Burlington	Laurel Springs	Riverton
Camden	Marlton	Swedesboro
Collingswood	Medford	Vincentown
Florence	Merchantville	Wenonah
(Burlington Co.)	Moorestown	Williamstown
Fort Dix	Mount Holly	Woodbury
Franklinville	Mullica Hill	

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.2 The operating territory of Verizon Maryland LLC, Verizon Virginia LLC, and Verizon Washington, D.C. Inc. is comprised of the following locations defined by the names of rate centers. (T)

14.2.1 District of Columbia

Washington, D.C.

14.2.2 State of Maryland

Aberdeen
Accident
Annapolis
Arbutus
Armiger-
Gibson Island
Ashton
Baltimore
Bel Air
Berlin
Berwyn
Bethesda
Bishopville
Bittinger
Bowie-Glenn Dale
Brandywine
Brooklyn Park-
Linthicum
Brunswick
Buckeystown

Cambridge
Capitol Heights
Cardiff
Catonsville
Cecilton
Centreville
Chase
Chesapeake City
Chestertown
Church Hill
Churchville
Clear Spring
Clinton

Cockeysville
Columbia
Crisfield
Crofton
Cumberland

Damascus
Darlington
Deal Island
Delmar
Denton
Dundalk

Easton
Edgewood
Elkridge
Elkton
Ellicott City
Essex

Fallston
Federalsburg
Flintstone
Fork
Frederick
Friendsville
Frostburg

Gaithersburg
Galena
Glen Burnie
Glenwood
Grantsville
Greensboro

Hagerstown
Hampstead
Hancock
Havre De Grace
Highfield
Hillsboro
Hughesville
Hurlock
Hyattsville

Indian Head

Jarrettsville

Keedysville
Kensington
Kitzmiller

Laurel
Layhill
Leonardtown
Lexington Park-
Great Mills
Lonaconing

Marion
Marlboro
McCoole
Mechanicsville
Middletown
Millersville
Millington
Mount Airy
Mount Savage

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.2 (Cont'd)

14.2.2 State of Maryland (Cont'd)

Myersville
Nanjemoy
Nanticoke
New Market
New Windsor
North Beach
North East

Oakland
Ocean City
Odenton
Oldtown
Oxford
Oxon Hill

Parkton
Parkville
Perryville
Pikesville
Pocomoke
Poolesville
Port Deposit
Preston
Prince Frederick
Princess Anne

Queenstown

Randallstown
Reisterstown
Ridge
Ridgely
Rock Hall

Rockville

St. Michaels

Salisbury
Severn
Severna Park
Sharptown
Sherwood Forest
Silver Run
Silver Spring
Smith Island
Smithsburg
Snow Hill
Solomons
Sparks-Glencoe
Sparrows Point
Stevensville
Stewartstown
Still Pond
Sudlersville
Sykesville

Taneytown
Thurmont
Tilghman
Tompkinsville
Towson
Trappe

Union Bridge

Vienna

Waldorf
Walkersville
Warwick
Waterloo
Westernport
West River
Westminster
Willards
Williamsport
Wingate
Woodlawn
Worthington

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.2 (Cont'd)

14.2.3 State of Virginia

Alexandria-Arlington
Appalachia
Ashland

Bedford
Belle Haven
Bent Mountain
Berryville
Bethia
Big Island
Big Meadows
Big Stone Gap
Blacksburg
Bluemont
Boyce
Braddock
Brokenburg
Buchanan

Calverton
Cape Charles
Cartersville
Catoctin
Charles Cty
Chatham
Chester
Chincoteague
Christiansburg
Clinchco
Clintwood
Clover
Coeburn
Concord
Craigsville
Criglersville

Culpeper
Cumberland
Cumberland Gap

Dante
Danville
Davenport
Dinwiddie
Dublin

Eastville
Elkwallow
Engleside

Fairfax-Vienna
Falls Church-McLean
Fife
Fredericksburg

Gainesboro
Goochland
Gordonsville
Gore
Greenwood

Hampton
Hartwood
Haysi
Herndon
Honaker
Hopewell

Jonesville

Lebanon
Lee
Leesburg
Lewis Mountain
Louisa
Lovingston
Lynchburg

Madison
Manakin
Marshall
McKenney
Mechanicsville
Middleburg
Midlothian
Mineral
Montvale
Mount Gilead

Narrows
Newport News

Norfolk-Virginia Beach
Norton
Onancock
Orange

Panorama
Parksley
Pearisburg
Peninsula
Pennington Gap
Petersburg
Piney River
Poquoson
Portsmouth
Pound
Powhatan
Providence Forge
Pulaski

Radford
Remington
Richmond
Roanoke
Rockville

St. Charles
St. Paul

Salem
Sandston
Shawsville
Shenandoah Park
Skyland
Sperryville
Spotsylvania (D)
Staunton
Stephens City
Stone Mountain
Suffolk

Tangier
Temperanceville

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.2 (Cont'd)

14.2.3 State of Virginia (Cont'd)

The Plains
Toano

Unionville
Upperville

Varina

Warrenton
Waverly
West Point
Whaleyville
Williamsburg
Winchester
Wise

(D)

(D)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.2 (Cont'd)

(D)

(D)

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(T)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.3 Operating Territory of Verizon New Jersey Inc.

14.3.1 The operating territory of Verizon New Jersey Inc. is comprised of the entire state of New Jersey and the following locations, defined by the names of rate centers, for the state of New Jersey except for interstate corridor service.

Rate Center	Rate Center	Rate Center
Allentown	Cape May Court House	Glassboro
Asbury Park	Carteret	Gloucester
Atlantic City	Cedarville	
Atlantic Highlands	Chatham	Hackensack
Avalon	Cliffside	Hackettstown
	Closter	Haddonfield
Barnegat	Collingswood	Haddon Heights
Bayonne	Cragmere	Hammonton
Beach Haven	Cranbury	Hasbrouck Heights
Beaver Brook	Cranford	Hawthorne
Belleville		Hightstown
Belmar	Deal	Holmdel
(Monmouth Co.)	Dennisville	Hopatcong
Berlin	Dover	Hopewell
		(Mercer Co.)
Bernardsville	Dumont	
Blackwood	Dunellen	Jamesburg
Bloomfield		Jersey City
Boonton	East Millstone	
Bordentown	Eatontown	Keansburg
Bound Brook	Egg Harbor	Kearny
Bridgeton	Elizabeth	Keyport
Brigantine	Elmer	
Burlington	Englewood	Lakehurst
Butler	Englishtown	Lakewood
	Erskine Lakes	Lambertville
Caldwell	Ewing	Laurel Springs
Camden		Lawrenceville
	Fair Lawn	Leonia
	Fanwood	Linden
	Farmingdale	Little Falls
	Florence	Livingston
	(Burlington Co.)	Long Branch
	Fort Dix	
	Franklin Park	
	Franklinville	
	Freehold	

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.3 (Cont'd)

14.3.1 (Cont'd)

Rate Center	Rate Center	Rate Center
Madison	Oakland	Salem
Manasquan	Ocean City	Sea Isle City
Marlton	Oradell	Seaside Park
Matawan	Orange	Somers Point
Mays Landing		Somerville
Medford	Park Ridge	South Amboy
Mendham	Passaic South Orange	
Mercerville	Paterson	South River
Merchantville	Paulsboro	Spring Lake
Metuchen	Peapack	Stroudsburg
Middletown	Pemberton	Succasunna
Milford	Pennington	Summit
Millburn	Penns Grove	Swedesboro
Millington	Perth Amboy	
Millville	Phillipsburg	Teaneck
Milmay	Pitman	Toms River
Monmouth Junction	Plainfield	Trenton
Moorestown	Plainsboro	Tuckahoe
Morristown	Pleasantville	Tuckerton
Mountain View	Point Pleasant	
Mount Freedom	Pompton Lakes	Union City
Mount Holly	Port Norris	Unionville
Mullica Hill	Princeton	
		Verona
Neshanic	Rahway	Vincentown
Netcong	Ramsey	Vineland
Newark	Red Bank	
New Brunswick	Ridgewood	Washington
New Egypt	Riverside	Wenonah
Newfoundland	Riverton	Westfield
Nutley	Rockaway	West Milford
	Roselle	Westwood
	Rutherford	Whippany
		Wildwood
		Williamstown
		Woodbridge
		Woodbury
		Woodstown
		Wyckoff

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.3 (Cont'd)

14.3.2 The operating territory of the Telephone Company for interstate "corridor" service between New Jersey and New York is defined to be between the rate centers listed below.

14.3.2(A) New Jersey - LATA North Jersey NPAs 201, 732, 973, and 908

NPA 201		NPA 732
Rate Center	Rate Center	Rate Center
Bayonne	Oakland	Linden
Cliffside	Oradell	Rahway
Closter	Park Ridge	
Cragmere	Ramsey	
Dumont	Ridgewood	
Englewood	Rutherford	
Fair Lawn	Teaneck	
Hackensack	Union City	
Hasbrouck Heights	Westwood	
Jersey City	Wyckoff	
Kearny		
Leonia		

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.3 (Cont'd)

14.3.2 The operating territory of the Telephone Company for interstate "corridor" service between New Jersey and New York is defined to be between the rate centers listed below. (Cont'd)

14.3.2(A) New Jersey - LATA North Jersey NPAs 201, 732, 973, and 908 (Cont'd)

NPA 973		NPA 908	
Rate Center	Rate Center	Rate Center	
Belleville	Mountain View	Cranford	
Bloomfield	Newark	Elizabeth	
Butler	Newfoundland	Fanwood	
Caldwell	Nutley	Linden	(C)
Erskine Lakes	Orange	Plainfield	
Hawthorne	Passaic	Roselle	
Little Falls	Paterson	Summit	
Livingston	Pompton Lakes	Unionville	
Millburn	South Orange	(Union Co.)	
	Verona	Westfield	
	West Milford		

14.3.2(B) New York - LATA New York Metropolitan NPAs 212, 347, 646, 718 and 917 (C) (C)

New York City
(Zoned City)
Master Zone

NPA 212/646/917	NPA 347/718	
City Zones		|
Zone 1		|
Zone 2		(C)
Zone 3	Zone 6	
Zone 4	Zone 7	(C)
Zone 5	Zone 8	(C)
	Zone 9	
	Zone 10	
	Zone 11	
	Zone 12	
	Zone 13	
	Zone 14	
	Zone 15	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.3 (Cont'd)

14.3.3 The operating territory of the Telephone Company for interstate "corridor" service between New Jersey and Pennsylvania is defined to be between the rate centers listed below.

14.3.3(A) New Jersey - LATA Delaware Valley NPA 609

Rate Center	Rate Center	Rate Center
Beaver Brook	Haddonfield	Riverside
Berlin	Haddon Heights	Riverton
Blackwood	Laurel Springs	Swedesboro
Bordentown	Marlton	Vincentown
Burlington	Medford	Wenonah
Camden	Merchantville	Williamstown
Collingswood	Moorestown	Woodbury
Florence (Burl. Co.)	Mount Holly	
Fort Dix	Mullica Hill	
Franklinville	Paulsboro	
Glassboro	Pemberton	
Gloucester	Pitman	

14.3.3(B) Pennsylvania - LATA Philadelphia Pennsylvania NPA 215 and NPA 610

NPA 215		NPA 610	
Rate Center	Rate Center	Rate Center	Rate Center
Bedminster	Philadelphia	Avondale (Chester Co.)	Zone 12
Buckingham	Suburban Zones:	Center Point	Zone 13
Carversville	Zone 32	Chester Springs	Zone 14
Doylestown	Zone 33	Coatesville	Zone 17
Dublin	Zone 34	Collegeville	Zone 21
Glenmoore	Zone 37	Downingtown	Zone 22
Green Lane	Zone 38	Eagle (Chester Co.)	Zone 23
Harleysville	Zone 39	Exton	Zone 24
Lansdale	Zone 40	Honey Brook (Chester Co.)	Zone 25
Line Lexington	Zone 41	Kemblesville	Zone 26
Morrisville	Zone 42	Kennett Square	Zone 28
New Hope	Zone 43	Landenberg	Zone 29
Newtown (Bucks Co.)	Zone 44	Lenape	Zone 30
North Wales	Zone 45	Mendenhall	Zone 31
Pennsburg	Plumsteadville	Mortonville	Phoenixville
Perkasie	Quakertown	Oxford	Pottstown
Philadelphia (Zoned City)	Souderton	Parkesburg	Pughtown
Master Zone	Upper Black Eddy	Philadelphia	Riegelsville
City Zones:	Wycombe	Suburban Zones:	Royersford
Zone 1	Yardley	Zone 10	Schwenksville
Zone 2		Zone 11	Springtown
Zone 3			Unionville (Chester Co.)
Zone 4			West Chester
			West Grove
			Westtown

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.4 Tandem Access Sectorization Area (TASA)

A TASA is a breakdown into geographic sections of the areas served by access tandem switches.

A. District of Columbia

1. Washington LATA
   Washington, D.C.
   Maryland Suburban
   Southern Maryland
   Northern Virginia

B. State of Maryland

1. Baltimore LATA
   Baltimore
   Southern
   Northeast
   Westminster
   Annapolis
   Prince Frederick

C. State of New Jersey

1. North Jersey LATA
   Cedar Knolls
   Newark
   New Brunswick
   Rochelle Park

2. Delaware Valley LATA
   Trenton
   Camden

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.4 Tandem Access Sectorization Area (TASA) (Cont'd)

D. State of Pennsylvania

1. Capital LATA
   Harrisburg
   Lancaster

2. Philadelphia LATA
   Philadelphia City
   Philadelphia Outcity - North
   Philadelphia Outcity - South
   Allentown
   Reading
   Delaware - North
   Delaware - South

3. Pittsburgh LATA
   Pittsburgh South
   Pittsburgh North
   Uniontown
   Sharon
   Greensburg

E. State of Virginia

1. Norfolk LATA
   Norfolk
   Newport News
   Onancock

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.5 Access Tandems for use with TAS

A. District of Columbia

Washington Tandem

B. State of Maryland

Baltimore Tandem
Annapolis Tandem

C. State of New Jersey

Newark Tandem
Camden Tandem

D. State of Pennsylvania

Harrisburg Tandem
Philadelphia Tandem
Pittsburgh Tandem
Fort Washington Tandem
Oakland Tandem

E. State of Virginia

Norfolk Tandem

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment

Each Telephone Company wire center has been assigned to a rate zone. Rate zones are applicable to services specified in Section 6 and Section 7 preceding. This table lists by jurisdiction wire centers assigned to Rate Zones 1, 2, and 3.

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
DC	WASHDCDN	DOWNTOWN	1
	WASHDCDP	DUPONT	1
	WASHDCGG	GEORGIA	1
	WASHDCGT	GEORGETOWN	1
	WASHDCMO	METRO	1
	WASHDCMT	MIDTOWN	1
	WASHDCSW	SOUTHWEST	1
	WASHDCWL	WOODLEY	1
	WASHDCLC	LINCOLN	2
	WASHDCAC	ANACOSTIA	3
	WASHDCBK	BROOKLAND	3
	WASHDCBN	BENNING	3
	WASHDCCH	CONGRESS HGHTS	3
	WASHDCSE	SOUTHEAST	3
DE	NWRKDENB	NEWARK	1
	WLMGDEWL	WILMINGTON	1
	DOVRDEDV	DOVER	2
	ANGLDEAN	ANGOLA	3
	BGVLDEBG	BRIDGEVILLE	3
	CMDNDECD	CAMDEN	3
	DGBODEDG	DAGSBORO	3
	DLMRDEDM	DELMAR	3
	FETNDEFE	FELTON	3
	FRDRDEFR	FREDERICA	3
	GMBODEGB	GUMBORO	3
	GNWDDEGN	GREENWOOD	3
	GRTWDEGR	GEORGETOWN	3
	HCKSDEHC	HOCKESSIN	3
	HLOKDEHL	HOLLY OAK	3
	HRTLDEHL	HARTLY	3
	HRTNDEHA	HARRINGTON	3
	LARLDELR	LAUREL	3
	LEWSDELW	LEWES	3
	MDTWDEMT	MIDDLETOWN	3
	MLBODEMB	MILLSBORO	3
	MLFRDEMF	MILFORD	3
	MLTNDEML	MILTON	3
	MSTNDEMA	MARSHALLTON	3
	NWCSDENC	NEW CASTLE	3
	OCVWDEOC	OCEAN VIEW	3
	RHBHDERB	REHOBOTH	3
	SEFRDESF	SEAFORD	3
	SLVLDESV	SELBYVILLE	3
	SMYRDESM	SMYRNA	3
	TLVLDETV	TALLEYVILLE	3
	WLMGDEPR	PENN ROSE	3
	WRHLDEWH	WRANGLE HILL	3

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
MD	ANNPMDAN	ANNAPOLIS	1	
	BLTMMDCH	CHARLES STREET	1	
	CHCHMDBE	BETHESDA	1	
	CLMAMDCB	COLUMBIA	1	
	ESTNMDES	EASTON	1	
	FRDRMDFR	FREDERICK	1	
	GTBGMDGB	GAITHERSBURG	1	
	HGTWMDHG	HAGERSTOWN	1	
	LARLMDLR	LAUREL	1	
	RKVLMDMR	MONTROSE	1	
	RKVLMDRV	ROCKVILLE	1	
	SLBRMDSB	SALISBURY	1	
	SLSPMDSS	SILVER SPRING	1	
	TWSNMDTW	TOWSON	1	
	WDRFMDWD	WALDORF	1	
	BLARMDBL	BEL AIR	2	
	BLTMMDUV	UNIVERSITY	2	
	BLTMMDWL	WOLFE	2	
	BLTMMDYK	YORK ROAD	2	
	BTHSMDBD	BRADLEY	2	
	BTHSMDWA	WOOD ACRES	2	*
	BTHSMDWW	WILDWOOD	2	
	BTVLMDBV	BELTSVILLE	2	
	CLPKMDBW	BERWYN	2	
	CMLDMDCM	CUMBERLAND	2	
	CYVLMDCK	COCKEYSVILLE	2	
	CYVLMDDA	HUNT VALLEY	2	
	EKTNMDEK	ELKTON	2	
	ELCYMDEL	ELLICOTT CITY	2	
	GLBRMDGL	GLEN BURNIE	2	
	GMTWMDGN	GERMANTOWN	2	
	HYVLMDHY	HYATTSVILLE	2	
	LDVRMDLO	LANDOVER	2	
	LNHMMDLN	LANHAM	2	
	LXPKMDLX	LEXINGTON PARK	2	
	PIVLMDPK	PIKESVILLE	2	
	SLSPMDCV	COLESVILLE	2	
	SLSPMDNB	NORBECK	2	*
	SLSPMDNW	NORTHWOOD	2	*
	STLDMDSL	SUITLAND	2	
	WHTNMDWT	WHEATON	2	
	ABRDMDAB	ABERDEEN	3	(D)
	ALTWMDAT	ALLENTOWN	3	
	ARBTMDAR	ARBUTUS	3	
	ARMGMDAR	ARMIGER	3	

* This office was ranked in this zone based on contiguous criterion.

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
MD	BADNMDBN	BADEN	3	
	BCTWMDBT	BUCKEYSTOWN	3	
	BLTMMDED	EDMONDSON	3	
	BLTMMDFR	FRANKFORD	3	
	BLTMMDHM	HAMILTON	3	
	BLTMMDLB	LIBERTY	3	
	BLTMMDMD	MADISON	3	
				(D)
	BNBRMDBR	BAINBRIDGE	3	
	BOWIMDBO	BOWIE	3	
	BRHGMDBH	BRADDOCK HEIGHTS	3	
	BRKLMDBK	BROOKLYN	3	
	BRLNMDBL	BERLIN	3	
	BRNDMDBE	BRANDYWINE	3	
	BRRDMDBR	BRYANS ROAD	3	
	BRWKMDBR	BRUNSWICK	3	
	BSHPMDBP	BISHOP	3	
	BTNRMDBR	BITTINGER	3	
				(D)
	CCTNMDCL	CECILTON	3	
	CCVLMDCH	CHURCHVILLE	3	
	CHASMDCH	CHASE	3	
	CHCYMDCH	CHESAPEAKE CITY	3	
	CHRTMDCH	CHESTERTOWN	3	
	CLMAMDOB	OWEN BROWN	3	
	CLMAMDSR	SNOWDEN RIVER	3	
	CLSPMDCS	CLEAR SPRING	3	
	CLTNMDCL	CLINTON	3	
	CLVLMDCE	CLARKSVILLE	3	
	CMBRMDCM	CAMBRIDGE	3	
	CNVLMDCT	CENTREVILLE	3	
	COTNMDCR	CROFTON	3	
	CPHGMDCA	CENTRAL AVE	3	
	CRDFMDCD	CARDIFF	3	
	CRFDMDCR	CRISFIELD	3	
	CSTWMDCR	CRESAPTOWN	3	
	CTVLMDCT	CATONSVILLE	3	
	DLISMDDL	DEAL ISLAND	3	
	DLMRMDDM	DELMAR	3	
	DMSCMDDE	DAMASCUS	3	
	DNDLMDDN	DUNDALK	3	
	DNTNMDDT	DENTON	3	
	DRCRMDDC	DORRS CORNER	3	
	DRTNMDDR	DARLINGTON	3	
	EDWDMDEG	EDGEWOOD	3	
	EKRGMDEL	ELKRIDGE	3	
	EKRGMDPK	PARKWAY	3	
	EMBGMDEM	EMMITSBURG	3	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
MD	ESSXMDEX	ESSEX	3	
	FALDMDFL	FAIRLAND	3	
	FDBGMDFE	FEDERALSBURG	3	
	FIVLMDFR	FRIENDSVILLE	3	
	FLNTMDFS	FLINTSTONE	3	
	FORKMDFK	FORK	3	
	FPATMDFR	FRIENDSHIP	3	
	FSBGMDFS	FROSTBURG	3	
	FTWSMDCP	CHAPEL HILL	3	
	GALNMDGL	GALENA	3	
	GLVLMDGL	GALESVILLE	3	
	GLWDMDGD	NEW GLENWOOD	3	
	GNBOMDGR	GREENSBORO	3	
	GTVLMDGR	GRANTSVILLE	3	
	HDGRMDHV	HAVRE DE GRACE	3	
	HGFLMDHF	HIGHFIELD	3	
	HLBOMDTK	TUCKAHOE	3	
	HLWDMDHW	HOLLYWOOD	3	
	HMPSMDHE	HAMPSTEAD	3	(D)
	HNCCMDHN	HANCOCK	3	
	HONGMDHG	HONGA	3	
	HRLCMDHL	HURLOCK	3	
	HUVLMDHV	HUGHESVILLE	3	
	HYVLMDCM	CHILLUM	3	
	HYVLMDRI	RIGGS ROAD	3	
	INHDMDIN	INDIAN HEAD	3	
	JRVLMDJE	JARRETTSVILLE	3	
	KDVLMDKV	KEEDYSVILLE	3	
	KTZMMDKM	KITZMILLER	3	
	LNCNMDLN	LONACONING	3	
	LNTWMDLT	LEONARDTOWN	3	
	LPLTMDLA	LAPLATA	3	
	MANRMDMN	MANOR	3	
	MARNMDMA	MARION	3	
	MAYOMDMY	MAYO	3	
	MCHVMDMC	MECHANICSVILLE	3	
	MGTNMDML	MILLINGTON	3	
	MLTWMDML	MILESTOWN	3	
	MRBOMDMB	MARLBORO	3	
	MRKKMDMK	MUIRKIRK	3	
	MTARMDMA	MOUNT AIRY	3	
	MTSVMDMS	MOUNT SAVAGE	3	
	MUTLMDMT	MUTUAL	3	
	MYVLMDMV	MYERSVILLE	3	
	NJMYMDNJ	NANJEMOY	3	
	NNTCMDNT	NANTICOKE	3	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
MD	NRBHMDNE	NORTH BEACH	3	
	NRPNMDNP	NORTH POINT	3	
	NRTEMDNE	NORTH EAST	3	
	NWMRMDNE	NEW MARKET	3	
	NWWNMDNW	NEW WINDSOR	3	
	OCCYMDMB	MONTEGO BAY	3	
	OCCYMDOC	OCEAN CITY	3	
	OCCYMDON	NORTH OCEAN CI	3	
	OCPNMDCR	OCEAN PINES	3	
	ODTNMDON	ODENTON	3	
	ODTNMDPO	PINEY ORCHARD	3	
	OKLDMDOK	OAKLAND	3	
	OLNYMDOK	OAKDALE	3	
	OLTWMDOT	OLDTOWN	3	
	OWMLMDOM	OWINGS MILLS	3	
	OXFRMDOX	OXFORD	3	
	OXHLMDOH	OXON HILL	3	
	PARLMDPA	PAROLE	3	
	PCCYMDPK	POCOMOKE	3	
	PKTNMDPK	PARKTON ESS	3	
	PKVLMDPK	PARKVILLE	3	
	PLVLMDPV	POOLESVILLE	3	
	PNATMDAF	PATUXENT NAVAL AIR	2	(N)
	PRANMDPA	PRINCESS ANNE	3	
	PRFRMDPF	PRINCE FREDERI	3	
	PRHLMDPH	PERRY HALL	3	
	PSTNMDPS	PRESTON	3	
	QNTWMDQN	QUEENSTOWN	3	
	RIDGMDRI	RIDGE	3	
	RKHLMDRH	ROCK HALL	3	
	RMCKMDRR	ROMANCOKE	3	
	RNTWMDRA	RANDALLSTOWN	3	
	RSTWMDRS	REISTERSTOWN	3	
	SDVLMDSD	SUDLERSVILLE	3	
	SHTWMDST	SHARPTOWN	3	
				(D)
	SLMNMDSL	SOLOMONS	3	
	SLRNMDSL	SILVER RUN	3	
	SMBGMDSM	SMITHSBURG	3	
	SMISMDSI	SMITH ISLAND	3	
	SNHLMDSH	SNOW HILL	3	
	STMCMDSM	SAINT MICHAELS	3	
	STMRMDSM	SAINT MARGARET	3	
	STPNMDSP	STILL POND	3	
	STVLMDST	STEVENSVILLE	3	
	SVPKMDSP	SEVERNA PARK	3	
	SYVLMDSK	SYKESVILLE	3	
	THRMMDTH	THURMONT	3	
	THVLMDTV	THAYERVILLE	3	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
MD	TLGHMDTL	TILGHMAN	3
	TMHLMDTH	TEMPLE HILLS	3
	TMVLMDTK	TOMPKINSVILLE	3
	TNTWMDTN	TANEYTOWN ESS	3
	TRPPMDTR	TRAPPE	3
	UNBRMDUB	UNION BRIDGE	3
	UPMRMDCC	CHURCH ROAD	3
	VINNMDVN	VIENNA	3
	VYLEMDVL	VALLEY LEE	3
	WDLWMDWL	WOODLAWN	3
	WHMRMDWM	WHITE MARSH	3
	WLPTMDWP	WILLIAMSPORT	3
	WLRDMDWR	WILLARDS	3
	WLVLMDWL	WALKERSVILLE	3
	WMNSMDWM	WESTMINSTER	3
	WNGTMDWG	WINGATE	3
	WNRNMDWN	WINTERS RUN	3
	WOCYMDBA	HERRING CREEK	3
NJ	CMDNNJCE	CAMDEN2	1
	EDSNNJED	EDISON	1
	ELZBNJEL	ELIZABETH	1
	ENVLNJEW	EWING	1
	ENWDNJEN	ENGLEWOOD	1
	FRHDNJFH	FREEHOLD	1
	FTLENJLE	LEONIA	1
	HCKNNJHK	HACKENSACK	1
	HDFDNJHD	HADDONFIELD	1
	HITNNJHI	HIGHTSTOWN	1
	HLDLNJWE	WESTWOOD	1
	JRCYNJBR	BERGEN	1
	JRCYNJJO	JOURNAL SQUARE	1
	LRSPNJLS	LAUREL SPRINGS	1
	MARLNJMA	MARLTON	1
	MHVLNJME	MERCHANTVILLE	1
	MRTWNJMR	MORRISTOWN	1
	MSTWNJMO	MOORESTOWN	1
	MTCHNJMT	METUCHEN	1
	NBWKNJNB	NEW BRUNSWICK	1
	NWRKNJ02	MARKET	1
	PLFDNJPF	PLAINFIELD	1
	PNNKNJPN	PENNS NECK	1
	PRTNNJPC	PRINCETON	1
	PSSCNJPS	PASSAIC	1
	PSWYNJPI	PISCATAWAY	1
	RGWDNJRW	RIDGEWOOD	1
	RMSYNJRM	RAMSEY	1
	RTFRNJRU	RUTHERFORD	1

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
NJ	SOVLNJSM	SOMERVILLE	1	
	TRENNJTE	TRENTON	1	
	UNCYNJ02	UNION CITY	1	
	ATCYNJAC	ATLANTIC CITY	2	
	BDBKNJBD	BOUND BROOK	2	
	BDMNNJ01	BEDMINSTER	2	
	BNTNNJBN	BOONTON	2	
	BURLNJBU	BURLINGTON	2	*
	CFPKNJCS	CLIFFSIDE	2	
	CLSTNJCO	CLOSTER	2	
	CLWDNJCW	COLLINGSWOOD	2	*
	CNFRNJCR	CRANFORD	2	*
	CNMNNJRT	RIVERTON	2	*
	DUMTNJDM	DUMONT	2	*
	EORNNJEO	EAST ORANGE	2	
	FNPKNJFP	FRANKLIN PARK	2	
	FRFDNJFA	FAIRFIELD	2	
	FRLNNJFL	FAIR LAWN	2	
	GLBONJGB	GLASSBORO	2	
	HLDNNJ01	HALEDON	2	
	HPWLNJHP	HOPEWELL	2	*
	IVTNNJES	ESSEX	2	
	KYPTNJKY	KEYPORT	2	
	LKWDNJLK	LAKEWOOD	2	
	LTFYNJLF	LITTLE FERRY	2	
	LVTNNJLI	LIVINGSTON	2	
	MCVLNJMC	MERCERVILLE	2	
	MDSNNJMA	MADISON	2	*
	MLBNNJMB	MILLBURN	2	
	MTCLNJMC	MONTCLAIR	2	
	MTHLNJMH	MOUNT HOLLY	2	
	MTVWNJMV	MOUNTAIN VIEW	2	
	NBRGNJNB	NORTH BERGEN	2	
	NWRKNJ03	HUMBOLDT	2	
	NWRKNJIR	IRONBOUND	2	
	PSVLNJPL	PLEASANTVILLE	2	
	PTSNNJAR	PATERSON	2	
	RCPKNJ01	ROCHELLE PARK	2	*
	RDBKNJRB	RED BANK	2	
	RHWYNJRA	RAHWAY	2	
	RSLLNJRL	ROSELLE	2	*
	RVDLNJPL	POMPTON LAKES	2	
	RVEDNJOR	ORADELL	2	
	SMMTNJSM	SUMMIT	2	
	SORGNJSO	SOUTH ORANGE	2	*
	SORVNJSR	SOUTH RIVER	2	

* This office was ranked in this zone based on contiguous criterion.

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
NJ	TMRVNJTR	TOMS RIVER	2
	UNINNJUV	UNIONVILLE	2
	WDBRNJWD	WOODBRIDGE	2
	WHIPNJWH	WHIPPANY	2
	WSFDNJWS	WESTFIELD	2
	ABSCNJ02	ABSECON	3
	ALTWNJAL	ALLENTOWN	3
	ASPKNJAP	ASBURY PARK	3
	ATHGNJAH	ATLANTIC HIGHL	3
	AVLNNJ01	AVALON	3
	BCHNNJ01	BEACH HAVEN	3
	BGTNNJBG	BRIDGETON	3
	BKWDNJBW	BLACKWOOD	3
	BLFDNJBL	BLOOMFIELD	3
	BLVLNJBE	BELLEVILLE	3
	BOTWNJBO	BORDENTOWN	3
	BRGTNJ01	BARNEGAT 01	3
	BRIGNJ01	BRIGANTINE	3
	BRLNNJBR	BERLIN	3
	BRVLNJBE	BERNARDSVILLE	3
	BWMLNJ01	BROWNS MILLS	3
	BWTWNJBT	BROWNTOWN	3
	BYNNNJ02	BAYONNE2	3
	BYVLNJBV	BAYVILLE	3
	CARTNJCA	CARTERET	3
	CDVLNJCD	CEDARVILLE	3
	CFTNNJCF	CLIFTON	3
	CLWLNJCW	CALDWELL	3
	CMCHNJCH	CAPE MAY CT. H	3
	CRHLNJCH	CHERRY HILL	3
	DNLNNJDU	DUNELLEN	3
	DNVLNJRK	ROCKAWAY	3
	DOVRNJDO	DOVER	3
	EATNNJEA	EATONTOWN	3
	EDVRNJ01	EAST DOVER	3
	EGTWNJET	ENGLISHTOWN	3
	EHCYNJEH	EGG HARBOR	3
	EMERNJEM	ELMER	3
	ERLKNJEL	ERSKINE LAKES	3
	FKRVNJ01	FORKED RIVER	3
	FKVLNJFK	FRANKLINVILLE	3
	FLRNNJFL	FLORENCE	3
	FRDLNJ01	FARMINGDALE	3
	FRDSNJFR	FORDS	3
	GLCYNJGL	GLOUCESTER	3
	HBVLNJ01	HERBERTSVILLE	3
	HKTNNJHT	HACKETTSTOWN	3
	HMTNNJHA	HAMMONTON	3

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
NJ	HOLMNJHO	HOLMDEL	3
	JMBGNJJA	JAMESBURG	3
	KNBGNJKE	KEANSBURG	3
	KRNYNJKN	KEARNY	3
	LDVLNJLD	LANDISVILLE	3
	LEHTNJ01	LITTLE EGG HAR	3
	LGBRNJLB	LONG BRANCH	3
	LKHRNJ01	LAKEHURST	3
	LMVLNJLV	LAMBERTVILLE	3
	LNDNNJ01	LINDEN	3
	LNNGNJHC	HOPATCONG	3
	LOTPNJ01	CAPE MAY	3
	LTFLNJLF	LITTLE FALLS	3
	LVLTNJSP	SEASIDE PARK	3
	MCTWNJPN	PORT NORRIS	3
	MDFDNJ01	MEDFORD	3
	MDTWNJMD	MIDDLETOWN	3
	MGTNNJMI	MILLINGTON	3
	MLDGNJ01	MAYS LANDING	3
	MLHLNJMH	MULLICA HILL	3
	MLVLNJMI	MILLVILLE	3
	MNHMNJMD	MENDHAM	3
	MNHWNJ01	MANAHAWKIN	3
	MNJTNJ01	MONMOUTH JUNCT	3
	MNSQNJ01	WALL TOWNSHIP	3
	MNTUNJWE	WENONAH	3
	NEGPNJ01	NEW EGYPT	3
	NFLDNJNF	NEWFOUNDLAND	3
	NPTUNJNT	NEPTUNE	3
	NSHNNJ01	NESHANIC	3
	NTCNNJ01	NETCONG	3
	NTLYNJNU	NUTLEY	3
	NWPVNJMH	MURRAY HILL	3
	NWRKNJWA	WAVERLY	3
	OCCYNJOC	OCEAN CITY	3
	OKLDNJ01	OAKLAND	3
	ORNTNJOE	ORIENTAL	3
	PAMBNJPM	PERTH AMBOY	3
	PGRVNJPG	PENNS GROVE	3
	PHBGNJPH	PHILLIPSBURG	3
	PLBONJPB	PAULSBORO	3
	PLRMNJ01	PALERMO	3
	PMTNNJPB	PEMBERTON	3
	PNTNNJPN	PENNINGTON	3
	PNVLNJPV	PENNSVILLE	3
	PRPLNJPA	PROSPECT PLAIN	3
	PTPLNJPP	POINT PLEASANT	3

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
NJ	RBVLNJRB	ROBERTSVILLE	3
	RNMDNJBK	BEAVER BROOK	3
	RVSDNJRS	RIVERSIDE	3
	SALMNJSA	SALEM	3
	SICYNJSI	SEA ISLE CITY	3
	SMPTNJ01	SOMERS POINT	3
	SPLKNJSL	SPRING LAKE	3
	SPMLNJ01	SPRING MILLS	3
	SPWDNJSW	SPOTSWOOD	3
	SRCYNJ01	SURF CITY	3
	SUCCNJSU	SUCCASUNNA	3
	SWBONJSW	SWEDESBORO	3
	SYRVNJSA	SOUTH AMBOY	3
	TKHONJTK	TUCKAHOE	3
	VLLSNJ02	VILLAS	3
	VNCYNJVN	VENTNOR	3
	VNHSNJVH	VAN HISEVILLE	3
	VNLDNJVL	VINELAND	3
	VNTWNJ01	VINCENTOWN	3
	WASHNJWA	WASHINGTON	3
	WDBINJDS	DENNISVILLE	3
	WDBYNJWB	WOODBURY	3
	WDPTNJWP	WOODPORT	3
	WDTWNJWT	WOODSTOWN	3
	WHHRNJWH	WHITE HORSE	3
	WHNGNJ01	WHITING	3
	WLBONJWB	WILLINGBORO	3
	WLTWNJ02	WILLIAMSTOWN	3
	WLWDNJWI	WILDWOOD	3
	WMFRNJ01	WEST MILFORD	3
	WORNNJWO	WEST ORANGE	3
	WOVLNJWO	WEST OSBORNVIL	3
	WRTWNJFD	WRIGHTSTOWN	3
	WYCKNJWK	WYCKOFF	3
PA	ALTWPAAL	ALLENTOWN	1
	ALTWPAMT	MOUNTAINVILLE	1
	BHLHPABE	BETHLEHEM	1
	HRBGPAHA	HARRISBURG	1
	KGPRPAKP	KING OF PRUSSIA	1
	LNCSPALA	LANCASTER	1
	PAOLPAPA	PAOLI	1
	PHLAPADE	DEWEY	1
	PHLAPAEV	EVERGREEN	1
	PHLAPALO	LOCUST	1
	PHLAPAMK	MARKET	1

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
PA	PHLAPAPE	PENNYPACKER	1	*
	PITBPADT	DOWNTOWN-1	1	
	PYVLPAPE	PERRYSVILLE	1	
	SCTNPASC	SCRANTON	1	
	SLTNPAST	STEELTON	1	
	STCGPAES	STATE COLLEGE	1	
	WAYNPAWY	WAYNE	1	
	WCHSPAWC	WEST CHESTER	1	
	WKBGPAWK	WILKINSBURG	1	
	ALNAPAAL	ALTOONA	2	
	AMBLPAAM	AMBLER	2	
	BCYNPABC	BALA CYNWYD	2	
	BRSTPABR	BRISTOL	2	*
	CHVLPACH	CHURCHVILLE	2	
	CNSHPACN	CONSHOHOCKEN	2	
	CTSQPACT	CATASAUQUA	2	*
	DRMTPADO	DORMONT	2	
	DYTWPADB	DOYLESTOWN	2	
	EDTNPAED	EDDINGTON	2	
	ESTNPAEA	EASTON	2	
	EXTNPAEX	EXTON	2	*
	HTBOPAHB	HATBORO	2	
	HZTNPAHZ	HAZLETON	2	
	JENKPAJK	JENKINTOWN	2	
	LANGPALA	LANGHORNE	2	*
	NCLDPANC	NEW CUMBERLAND	2	*
	NRTWPANR	NORRISTOWN	2	*
	NZRTPANA	NAZARETH	2	*
	PHLAPABA	BALDWIN	2	*
	PHLAPACH	CHESTNUT HILL	2	*
	PHLAPADB	DAVENPORT	2	*
	PHLAPAGE	GERMANTOWN	2	
	PHLAPAJE	JEFFERSON	2	
	PHLAPAMY	MAYFAIR	2	*
	PHLAPAOR	ORCHARD	2	
	PHLAPAPI	PILGRIM	2	
	PHLAPAPO	POPLAR	2	*
	PHLAPASH	SHERWOOD	2	*
	PHLAPATR	TRINITY	2	
	PHLAPAWV	WAVERLY	2	
	PITBPAAL	ALLENTOWN	2	*
	PITBPAEL	EAST LIBERTY	2	*
	PITBPAOK	OAKLAND	2	
	PITBPASQ	SQUIRREL HILL	2	*
	PTTVPAPO	POTTSVILLE	2	
	PTTWPAPT	POTTSTOWN	2	

* This office was ranked in this zone based on contiguous criterion.

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
PA	PXTGPAPG	PAXTANG	2	*
	PXTNPAPA	PAXTONIA	2	
	RDNGPARE	READING	2	
	SHRNPASH	SHARON	2	
	SRBGPAST	STROUDSBURG	2	
	TRPRPATR	TROOPER	2	
	TULYPATU	TULLYTOWN	2	
	WGTNPAWR	WARRINGTON	2	*
	WLBRPAWB	WILKES-BARRE	2	
	WLGRPAWG	WILLOW GROVE	2	*
	ABVLPAES	ALBRIGHTSVILLE	3	
	ALFAPAAL	ALFARATA	3	
	ALQPPAAL	ALIQUIPPA	3	
	ALXNPAAX	ALEXANDRIA	3	
	AMBRPAAM	AMBRIDGE	3	
	ANVLPAAN	ANNVILLE	3	
	ARMRPAAR	ARDMORE	3	
	ASLDPAAL	ASHLAND	3	
	AUSTPAAU	AUSTIN	3	
	AVDLPAAV	AVONDALE	3	
	AVLAPAAV	AVELLA	3	
	BADNPABA	BADEN	3	
	BATHPABT	BATH	3	
	BCHMPABU	BUCKINGHAM	3	
	BEWKPABR	BERWICK	3	
	BGRNPABR	BIG RUN	3	
	BGVLPABR	BRIDGEVILLE	3	
	BLCLPABL	BLACK LICK	3	
	BLLFPABE	BELLEFONTE	3	
	BLLVPABE	BELLEVUE	3	
	BLVIPABL	BLAIRSVILLE	3	
	BLVNPABV	BELLE VERNON	3	
	BLVRPABO	BOLIVAR	3	
	BLWDPABE	BELLWOOD	3	
	BMBGPABL	BLOOMSBURG	3	
	BMNSPABM	BEDMINSTER	3	
	BOALPABO	BOALSBURG	3	
	BRBOPABA	BARNESBORO	3	
	BRCKPAES	BEAR CREEK	3	
	BRDDPABR	BRADDOCK	3	
	BRFRPABR	BRADFORD	3	
	BRYMPABM	BRYN MAWR	3	
	BSHKPABU	BUSHKILL	3	
	BSMRPABE	BESSEMER	3	
	BTHYPABH	BETHAYRES	3	
	BTPKPABP	BETHEL PARK	3	

* This office was ranked in this zone based on contiguous criterion.

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	BTTWPABU	BURGETTSTOWN	3
	BVFLPABF	BEAVER FALLS	3
	BWVLPABR	BROWNSVILLE	3
	CARNPACA	CARNEGIE	3
	CDPTPACO	COUDERSPORT	3
	CGVLPACL	COLLEGEVILLE	3
	CHESPACA	CHESTER A	3
	CHESPACB	CHESTER B	3
	CHRLPACH	CHARLEROI	3
	CHTRPACH	CHERRY TREE	3
	CHTTPACT	CHESTER HEIGHT	3
	CLARPACL	CLARION	3
	CLFDPACL	CLEARFIELD	3
	CLFRPACA	CALIFORNIA	3
	CLRTPACL	CLAIRTON	3
	CLVIPACL	CLAYSVILLE	3
	CLYMPACL	CLYMER	3
	CNBGPACA	CANONSBURG	3
	CNLVPACO	CONNELLSVILLE	3
	CNPNPACE	CENTER POINT	3
	CPHLPACH	CAMP HILL	3
	CRAFPACR	CRAFTON	3
	CRDLPACA	CARBONDALE	3
	CRESPAES	CRESCO	3
	CRPLPACO	CORAOPOLIS	3
	CRSNPACR	CRESSON	3
	CRTWPACA	CARROLLTOWN	3
	CRVVPACA	CARVERSVILLE	3
	CRWVPACU	CURWENSVILLE	3
	CSSPPACS	CHESTER SPRING	3
	CTHLPACH	CENTRE HALL	3
	CTVLPACV	COATESVILLE	3
	CTWSPAES	CATAWISSA	3
	DAPHPADA	DAUPHIN	3
	DAVLPADA	DANVILLE	3
	DNRAPADO	DONORA	3
	DRRYPADE	DERRY	3
	DRVLPADO	DORSEYVILLE	3
	DUBSPADU	DUBOIS	3
	DUNBPADU	DUNBAR	3
	DWSNPADA	DAWSON	3
	DWTWPADT	DOWNINGTOWN	3
	EAGLPAEG	EAGLE	3
	EBNSPAEB	EBENSBURG	3
	ELCYPAEC	ELLWOOD CITY	3
	ELDDPAEL	ELDRED	3
	ELZBPAEL	ELIZABETH	3
	ELZTPAET	ELIZABETH TWP	3

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	ENDVPAEN	ENDEAVOR	3
	ENOLPAEN	ENOLA	3
	EPBGPAEP	EAST PETERSBURG	3
	EYBGPAEL	ELYSBURG	3
	FAVLPAFR	FRACKVILLE	3
	FCVLPAFR	FRENCHVILLE	3
	FELDPAFR	FREELAND	3
	FLWDPAFL	FLEETWOOD	3
	FLYVPAFI	FINLEYVILLE	3
	FRCHPAFA	FAIRCHANCE	3
	FRTNPAFA	FARMINGTON	3
	FSCKPAFC	FISHING CREEK	3
	FYCYPAFC	FAYETTE CITY	3
	GATNPAGA	GALETON	3
	GIVLPAGR	GIRARDVILLE	3
	GLCMPAGL	GLEN CAMPBELL	3
	GLLDPAGN	GLENOLDEN	3
	GLLYPAGL	GLEN LYON	3
	GLNMPAGL	GLENMORE	3
	GLNSPAGL	GLENSHAW	3
	GNBGPAGR	GREENSBURG	3
	GNVLPAGR	GREENVILLE	3
	GPIAPAMT	GPI AIRPORT	3
	GRLAPAGL	GREEN LANE	3
	GVCYPAGR	GROVE CITY	3
	HERMPAHE	HERMINIE	3
	HLBGPAHO	HOLLIDAYSBURG	3
	HLFXPAHX	HALIFAX	3
	HLTWPAHE	HELLERTOWN	3
	HMBGPAHB	HAMBURG	3
	HMCYPAHO	HOMER CITY	3
	HMLNPAHM	HAMLIN	3
	HMSTPAHO	HOMESTEAD	3
	HNTGPAHU	HUNTINGDON	3
	HOTWPAHO	HOOKSTOWN	3
	HPVLPAHE	HEPBURNVILLE	3
	HRLVPAHV	HARLEYSVILLE	3
	HSDLPAHO	HONESDALE	3
	HSNGPAHA	HASTINGS	3
	HTDLPAHZ	HOUTZDALE	3
	HUMLPAHM	HUMMELSTOWN	3
	HWLYPAHW	HAWLEY	3
	HYBKPAHB	HONEY BROOK	3
	IMPRPAIM	IMPERIAL	3
	INDIPAIN	INDIANA	3
	IRWNPAIR	IRWIN	3
	JMTHPAJT	JIM THORPE	3
	JNNTPAJE	JEANNETTE	3

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	JRMYPAJE	JERMYN	3
	JRSHPAJS	JERSEY SHORE	3
	KANEPAKA	KANE	3
	KGTNPAES	KINGSTON	3
	KHVLPAKU	KUHNSVILLE	3
	KLMTPAKU	KULPMONT	3
	KMVLPAKV	KEMBLESVILLE	3
	KNSQPAKS	KENNETT SQUARE	3
	KRLNPAKL	KIRKLYN	3
	KZTNPAKZ	KUTZTOWN	3
	LARCPALM	LARCHMONT	3
	LBNNPAES	LEBANON	3
	LCHNPAES	LOCK HAVEN	3
	LDNBPALB	LANDENBERG	3
	LDVLPAES	LANDISVILLE	3
	LDVYPALV	LORDS VALLEY	3
	LEPRPALE	LEEPER	3
	LGNRPALI	LIGONIER	3
	LHTNPALE	LEHIGHTON	3
	LKARPALA	LAKE ARIEL	3
	LKCMPALC	LAKE COMO	3
	LNDLPALD	LANSDALE	3
	LNLXPALN	LINE LEXINGTON	3
	LNSDPALD	LANSDOWNE	3
	LRDLPALB	LAURELDALE	3
	LTRBPALA	LATROBE	3
	LWTWPALE	LEWISTOWN	3
	MBRGPAME	MECHANICSBURG	3
	MCADPAMC	MCADOO	3
	MCDDPAMC	MCDONALD	3
	MCMRPAMC	MCMURRAY	3
	MCPTPAMK	MCKEESPORT	3
	MCRKPAMR	MCKEES ROCKS	3
	MCTWPAMC	MCCLELLANDTOWN	3
	MDLDPAMI	MIDLAND	3
	MDTNPAMI	MIDDLETOWN	3
	MEDIPAME	MEDIA	3
	MHCYPAMC	MAHANOY CITY	3
	MHFYPAMA	MAHAFFEY	3
	MIVLPAMI	MILLERSVILLE	3
	MLHMPAMI	MILLHEIM	3
	MLTNPAMI	MILTON	3
	MLVAPAMI	MILLVALE	3
	MLVLPAMI	MILLVILLE	3
	MNDNPAMH	MENDENHALL	3
	MNGHPAMO	MONONGAHELA	3
	MNTPPAMO	MOUNTAINTOP	3
	MNVIPAMI	MINERSVILLE	3

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	MONSPAMO	MONESSEN	3
	MOSCPAMC	MOOSIC	3
	MOVLPAMO	MONROEVILLE	3
	MRCHPAMA	MARCHAND	3
	MRCKPAMC	MARSHALLS CREEK	3
	MRCRPAME	MERCER	3
	MRCTPAMA	MARION CENTER	3
	MRSLPAMV	MORRISVILLE	3
	MRVLPAMA	MARIENVILLE	3
	MSCWPAMW	MOSCOW	3
	MSTWPAMA	MASONTOWN	3
	MTCRPAMC	MOUNT CARMEL	3
	MTGRPAMG	MOUNT GRETNA	3
	MTJWPAMJ	MOUNT JEWETT	3
	MTPCPAMP	MOUNT POCONO	3
	MTPTPAMP	MOUNT PLEASANT	3
	MTUNPAMU	MOUNT UNION	3
	MUVLPAES	MONTOURSVILLE	3
	MVTWPAES	MCVEYTOWN	3
	NATNPANR	NORTHAMPTON	3
	NFLDPANE	NEWFOUNDLAND	3
	NNTCPANA	NANTICOKE	3
	NRLDPAAA	NORTHUMBERLAND	3
	NSQHPANE	NESQUEHONING	3
	NUMDPANU	NUMIDIA	3
	NWCSPANC	NEW CASTLE	3
	NWFLPANF	NEW FLORENCE	3
	NWHPPANH	NEW HOPE	3
	NWKNPANK	NEW KENSINGTON	3
	NWLSPANW	NORTH WALES	3
	NWPHPANP	NEW PHILADELPH	3
	NWSLPANS	NEW SALEM	3
	NWSTPANS	NEW STANTON	3
	NWTWPANW	NEWTOWN	3
	OKDLPAOA	OAKDALE	3
	OKMTPAOA	OAKMONT	3
	OLYPPAOL	OLYPHANT	3
	ORBGPAOR	ORWIGSBURG	3
	OSMLPAES	OSCEOLA MILLS	3
	OXFRPAOX	OXFORD	3
	PATNPAPA	PATTON	3
	PEHLPAPH	PENN HILLS	3
	PGTWPAPT	PUGHTOWN	3
	PHBGPAPH	PHILIPSBURG	3
	PHLAPAEW	EASTWICK	3
	PHLAPAIV	IVYRIDGE	3
	PHLAPAKR	KNIGHTS ROAD	3
	PHLAPARE	REGENT	3

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	PHLAPASA	SARATOGA	3
	PITBPACA	CARRICK	3
	PITBPANS	NORTHSIDE	3
	PIVLPAPV	PINEVILLE	3
	PLHSPAPH	PLEASANT HILLS	3
	PLMOPAPL	PLYMOUTH	3
	PLMYPAPA	PALMYRA	3
	PLSGPAPG	PLEASANT GAP	3
	PNBGPAPB	PENNSBURG	3
	PRBGPAPB	PARKESBURG	3
	PRFDPAPF	PARKERFORD	3
	PRKSPAPE	PERKASIE	3
	PRTGPAPO	PORTAGE	3
	PRWDPAPA	PARKWOOD	3
	PRYPPAPE	PERRYOPOLIS	3
	PSVLPAPV	PLUMSTEADVILLE	3
	PTALPAPA	PORT ALLEGANY	3
	PTMRPAPM	POINT MARION	3
	PTTNPAPI	PITTSTON	3
	PUNXPAPU	PUNXSUTAWNEY	3
	PXVLPAPV	PHOENIXVILLE	3
	QKTWPAQT	QUAKERTOWN	3
	RBTPPART	ROBINSON TP	3
	RDPKPARP	RIDLEY PARK	3
	RENVPARE	RENOVO	3
	REW PARE	REW	3
	RGVLPARI	RIEGELSVILLE	3
	RLTTPARO	ROULETTE	3
	ROCHPARC	ROCHESTER	3
	RSSLPARU	RUSSELL	3
	RYFRPARF	ROYERSFORD	3
	RYVLPARE	REYNOLDSVILLE	3
	SCDLPASC	SCOTTDALE	3
	SCHNPASC	SCHUYLKILL HAV	3
	SCHWPASV	SCHWENKSVILLE	3
	SDTNPASD	SOUDERTON	3
	SGGVPASG	SUGAR GROVE	3
	SHLNPASH	SHILLINGTON	3
	SHMKPASH	SHAMOKIN	3
	SHNDPASH	SHENANDOAH	3
	SHSAPASH	SHARPSBURG	3
	SLTTPAES	SLATINGTON	3
	SLWBPASL	SAINT LAWRENCE	3
	SMCKPASM	SMOCK	3
	SMPTPASM	SMETHPORT	3
	SNBYPASU	SUNBURY	3
	SNSPPASS	SINKING SPRING	3

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
PA	SPDLPASP	SPRINGDALE	3
	SPFDPASF	SPRINGFIELD	3
	SPMLPASM	SPRING MILLS	3
	SPTWPASP	SPRINGTOWN	3
	SRVLPASH	SHARPSVILLE	3
	STBGPAES	STRASBURG	3
	STSTPASS	STANDING STONE	3
	SWKYPASE	SEWICKLEY	3
	SWSHPASS	SNOW SHOE	3
	SXTNPASA	SAXTON	3
	SYVLPASY	SYKESVILLE	3
	TAMQPATA	TAMAQUA	3
	TAYLPATA	TAYLOR	3
	TBYHPATO	TOBYHANNA	3
	TIDTPATI	TIDIOUTE	3
	TNSTPATI	TIONESTA	3
	TNVLPATA	TANNERSVILLE	3
	TRCKPATC	TURTLE CREEK	3
	TRNTPATA	TARENTUM	3
	TYRNPATY	TYRONE	3
	ULYSPAUL	ULYSSES	3
	UNTNPAUN	UNIONTOWN	3
	WALXPAWA	WEST ALEXANDER	3
	WASHPAWA	WASHINGTON	3
	WDLDPAWO	WOODLAND	3
	WGRVPAWG	WEST GROVE	3
	WHHNPAWH	WHITEHAVEN	3
	WLPKPAES	WALLENPAUPACK	3
	WLPTPAWI	WILLIAMSPORT	3
	WLRCPAWO	WOOLRICH	3
	WLSTPAWS	WILLOW STREET	3
	WMDLPAWM	WEST MIDDLESEX	3
	WMFLPAWM	WEST MIFFLIN	3
	WMPMPAWA	WAMPUM	3
	WNBRPAWI	WINBURNE	3
	WNTNPAWN	WEST NEWTON	3
	WRRNPAWA	WARREN	3
	WSHVPAWA	WASHINGTONVILL	3
	WSVWPAWE	WEST VIEW	3
	WTHRPAWE	WEATHERLY	3
	WYNGPAWY	WYOMING	3
	YNVLPAYO	YOUNGSVILLE	3
	YRDLPAYL	YARDLEY	3
	ZLNPPAZE	ZELIENOPLE	3
VA	ALXNVAAX	ALEXANDRIA	1
	ALXNVABA	BARCROFT	1
	ARTNVAAR	ARLINGTON	1

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
VA	ARTNVACK	COLUMBIA PIKE	1	
	CNVIVACT	CENTREVILLE	1	
	FRFXVAFF	FAIRFAX	1	
	HMPNVAQN	QUEEN ST	1	
	HRNDVAHE	HERNDON	1	
	MCLNVALV	LEWINSVILLE	1	
	NRFLVABS	BUTE ST	1	
	RCMDVAGR	GRACE ST	1	
	RCMDVASR	STUART	1	
	RONKVALK	LUCK	1	
	RSTNVAFM	FOX MILL ROAD	1	
	ALXNVAAD	ANNANDALE	2	
	ALXNVACN	CAMERON	2	
	ALXNVAMV	MOUNT VERNON	2	
	ARTNVACY	CRYSTAL CITY	2	*
	ARTNVAFC	FALLS CHURCH	2	
	BLBGVABB	BLACKSBURG	2	
	FLCHVAMF	MERRIFIELD	2	
	FRBGVAFB	FREDERICKSBURG	2	
	FRFXVABF	BRADDOCK ROAD	2	
	HMPNVAAB	ABERDEEN RD	2	
	HRNDVADU	DULLES CORNER	2	*
	HRNDVAST	STERLING PARK	2	*
	LSBGVALB	LEESBURG	2	
	LYBGVACH	CHURCH	2	
	NRFLVAGS	GRANBY ST	2	
	NRFLVAWC	WEST LITTLE CK	2	
	NWNWVAJF	JEFFERSON	2	
	PTBGVAPB	PETERSBURG	2	(D)
	RCMDVAHL	HULL ST	2	
	RCMDVALS	LOGAN	2	
	RCMDVAPE	PEMBERTON	2	
	RCMDVAPS	PATTERSON	2	
	SPFDVASP	SPRINGFIELD	2	
	VRBHVACC	CHINESE CORNER	2	
	VRBHVAIR	INDIAN RIVER R	2	
	VRBHVAPT	PLAZA TRAIL	2	
	VRBHVAVB	VA BCH 32ND ST	2	
	WLBGVAWM	WILLIAMSBURG	2	
	WNCHVAWC	WINCHESTER	2	
	WRTNVAWR	WARRENTON	2	
	ALXNVABR	BURGUNDY ROAD	3	
	ALXNVAFR	FRANCONIA	3	
	APLCVAAP	APPALACHIA	3	
	ASBNVAAS	ASHBURN	3	
	ASLDVAAS	ASHLAND	3	

* This office was ranked in this zone based on contiguous criterion.

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
VA	BCHNVABH	BUCHANAN	3	
	BCKNVABC	BUCKNER	3	
	BDFRVABD	BEDFORD	3	
	BEVLVABV	BERRYVILLE	3	
	BGISVABI	BIG ISLAND	3	
	BKBGVABB	BROKENBURG	3	
	BLMTVABM	BLUEMONT	3	
	BOYCVABY	BOYCE	3	(D)
	BSGPVABG	BIG STONE GAP	3	
	BTHIVABT	BETHIA	3	
	CALVVACA	CALVERTON	3	
	CCVLVACH	CHURCHVILLE	3	
	CGVLVACL	CRIGLERSVILLE	3	
	CHCYVACC	CHARLES CTY	3	
	CHESVACR	CHESTER	3	
	CHHMVACH	CHATHAM	3	
	CHSKVACD	CHURCHLAND	3	
	CHSKVADC	DEEP CREEK	3	
	CHSKVAGU	GUERRIERE	3	
	CLHGVACO	COLONIAL HTS	3	
	CLNCVACL	CLINCHCO	3	
	CLPPVACU	CULPEPER	3	
	CLPPVAGR	GRAYSON	3	
	CLPPVALI	LIGNUM	3	
	CLPPVARV	REVA	3	
	CLVRVACL	CLOVER	3	
	CLWDVACW	CLINTWOOD	3	
	CMLDVACU	CUMBERLAND	3	
	CNCRVACN	CONCORD	3	
	CNCTVACT	CHINCOTEAGUE	3	
	COBNVACB	COEBURN	3	
	CPCHVACC	CAPE CHARLES	3	
	CRBGVACB	CHRISTIANSBURG	3	
	CRVIVACV	CRAIGSVILLE	3	
	CRVLVACV	CARTERSVILLE	3	
	DANTVADA	DANTE	3	
	DAVLVADA	DANVILLE	3	
	DAVLVAFP	FRANKLIN PIKE	3	
	DAVLVAWE	WESTOVER	3	
	DBLNVADU	DUBLIN	3	
	DCVLVADV	DICKENSONVILLE	3	
	DNWDVADW	DINWIDDIE	3	
	DRVRVADR	DRIVER	3	
	DVPTVADP	DAVENPORT	3	
	ETVLVAEV	EASTVILLE	3	
	EXMRVAEX	EXMORE	3	
	FIFEVAFI	FIFE	3	

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
VA	FRBGVALH	LEE HILL	3	
	GCLDVAGO	GOOCHLAND	3	
	GNBOVAGA	GAINESBORO	3	
	GNWDVAGW	GREENWOOD	3	
	GOVLVAGV	GORDONSVILLE	3	
	GRFLVAGF	GREAT FALLS	3	
	GVTNVAGR	GROVETON	3	
	HLBOVAHB	HILLSBORO	3	
	HMPNVADC	DRUMMONDS CORN	3	
	HMPNVAWD	WOODLAND RD	3	
	HNKRVAHK	HONAKER	3	
	HPWLVAHW	HOPEWELL	3	
	HRWDVAHW	HARTWOOD	3	
	HYSIVAHY	HAYSI	3	
	JNVLVAJV	JONESVILLE	3	
	LBNNVALB	LEBANON	3	
	LBNNVARD	ROSEDALE	3	
	LOUSVALU	LOUISA	3	
	LRTNVAGU	GUNSTON	3	
	LVTNVALN	LOVINGSTON	3	
	LVVLVALV	LOVETTSVILLE	3	
	LYBGVACV	CLEARVIEW	3	
	LYBGVAMH	MADISON HEIGHT	3	
	LYBGVANL	NEW LONDON RD	3	
	LYBGVAOF	OLD FOREST ROA	3	
	LYBGVATM	TIMBERLAKE	3	
	LYBGVAYB	YELLOW BRANCH	3	
	MCHVVAMV	MECHANICSVILLE	3	
	MCKYVAMK	MCKENNEY	3	
	MDBGVAMI	MIDDLEBURG	3	
	MDLTVAMD	MIDLOTHIAN	3	
	MDSNVAMA	MADISON	3	
	MNKNVAMN	MANAKIN	3	
	MNRLVAML	MINERAL	3	
	MRSHVAMA	MARSHALL	3	
	NLFRVANF	NELLYSFORD	3	(D)
	NRFLVABL	BRICKELL RD	3	
	NRFLVAOV	OCEAN VIEW	3	
	NRFLVASP	SEWELLS PT	3	
	NRTNVANO	NORTON	3	
	NRWSVANA	NARROWS	3	
	NWNWVAHU	HUNTINGTON	3	
	NWNWVAHV	HARPERSVILLE	3	
	NWNWVAND	NETTLES DRIVE	3	
	NWNWVAYK	YORKTOWN	3	
	ONNCVAON	ONANCOCK	3	

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE	
VA	ORNGVAOR	ORANGE	3	
	PCVLVAPV	PURCELLVILLE	3	
	PLSKVAPU	PULASKI	3	
	PNGPVAPG	PENNINGTON GAP	3	
	PNRVVAPR	PINEY RIVER	3	
	PONDVAPO	POUND	3	
	PRBGVAPB	PEARISBURG	3	
	PRFRVAPF	PROVIDENCE FOR	3	
	PRKSVAPK	PARKSLEY	3	
	PTBGVACD	CHESDIN	3	
	PTMOVAHF	HODGES FERRY	3	
	PTMOVAHS	HIGH STREET	3	
	PWHTVAPW	POWHATAN	3	
	QNTNVAQN	QUINTON	3	
	RCMDVACG	COGBILL	3	
	RCMDVAGK	GASKINS	3	
	RCMDVAGY	GAYTON ROAD	3	
	RCMDVAHR	HERMITAGE	3	
	RCMDVAHS	HUNGARY SPRING	3	
	RCMDVAIT	TURNER RD	3	
	RCMDVARA	RANDALL AVE	3	
	RCMDVASN	SECOND AVE	3	
	RCMDVATC	THE CROSSINGS	3	
	RDFRVARA	RADFORD	3	
	RKVLVARK	ROCKVILLE	3	
	RMTNVARE	REMINGTON	3	
	RONKVABK	BARKLEY	3	(D)
	RONKVABS	BONSACK	3	
	RONKVACS	CAVE SPRING	3	
	RONKVACV	COVE ROAD	3	
	RONKVAGC	GARDENCITY	3	
	RSHLVALE	LEE	3	
	SALMVAFL	FORT LEWIS	3	(D)
	SALMVAMC	MASON'S COVE	3	
	SALMVASA	SALEM	3	
	SFFLVASK	SUFFOLK	3	
	SHVLVASW	SHAWSVILLE	3	
	SNMTVASM	STONE MT	3	
	SNTNVASS	SANDSTON	3	
	SPTSVASP	SPOTSYLVANIA	3	
	SRVLVASP	SPERRYVILLE	3	
	STCHVASC	SAINT CHARLES	3	
	STCYVASC	STEPHENS CITY	3	
	STDRVASD	STUARTS DRAFT	3	

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

WIRE CENTER ZONE ASSIGNMENTS

STATE	CLLI	NAME	RATE ZONE
VA	STPLVASP	SAINT PAUL	3
	STTNVAST	STAUNTON	3
	STTNVAVE	VERONA	3
	SWCKVASC	SWORDS CREEK	3
	SWVLVASV	STEWARTSVILLE	3
	THPLVATP	THE PLAINS	3
	TMVLVATV	TEMPERANCEVILL	3
	TNGRVATG	TANGIER	3
	TOANVATO	TOANO	3
	UNVLVAUV	UNIONVILLE	3
	UPVLVAUP	UPPERVILLE	3
	VARNVAVR	VARINA	3
	VINNVAVN	VIENNA	3
	VRBHVACT	CENTERVILLE TP	3
	VRBHVAGN	GREAT NECK RD	3
	VRBHVAIL	INDIAN LAKES	3
	VRBHVARC	ROBBINS CORNER	3
	VRBHVASR	SALEM ROAD	3
	WHOKVAWO	WHITE OAK	3
	WHVLVAWH	WHALEYVILLE	3
	WISEVAWI	WISE	3
	WNCHVANM	NORTH MOUNTAIN	3
	WNTRVAWG	WINTERGREEN	3
	WSPNVAWP	WEST POINT	3
	WTFRVAWT	WATERFORD	3
	WVRLVAWV	WAVERLY	3

(D)
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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

(D)

(D)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.6 Rate Zones Wire Center Assignment (Cont'd)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas

(A) General

For purposes of Switched Access Services, wire centers within the Telephone Company's operating territories have been arranged in Metropolitan Statistical Areas (MSAs). MSAs may achieve various phases of pricing relief pursuant to Subpart H of the Commission's Part 69 Rules. Telephone Company MSAs which qualify for Phase II pricing relief are shown in (C) following which identifies the MSA Name, MSA identification number, level of pricing relief for the MSA, and the CLLI, State and price band for each wire center within the MSA. Switched Access Services in wire centers within a non-qualifying Phase II MSA are not subject to price banding and are not included in (C) following. Switched Access Service provided from a qualifying MSA is subject to price band rates as determined by the level of pricing relief described in (1) and (2) following. Rates and charges are shown in Section 6 preceding.

(1) Level 1 MSA Pricing

MSAs assigned to Level 1 pricing are those MSAs which have achieved Phase II pricing relief for all rate elements associated with the portion of the transmission path connecting an Interexchange Carrier's Point of Presence to the wire center serving the secondary location involved. The rate elements associated with the (D)
transmission path are those rate elements applicable for the type of service involved. Rates and charges for rate elements subject to (D)
Level 1 pricing are shown in terms of price bands. To determine the price band for a rate element, first locate the wire center in (C) following from which the service is provided and find the corresponding rate band. (D)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

(A) General (Cont'd)

(1) Level 2 MSA Pricing

MSAs assigned to Level 2 pricing are those MSAs which have achieved Phase II pricing relief for all Switched Access Service rate elements associated with the end-to-end transmission path connecting the Interexchange Carrier's Point of Presence to the secondary location involved. The rate elements associated with the transmission path are those rate elements applicable for the type of service involved. (D)

Rates and charges for rate elements subject to Level 2 pricing are set forth in Section 6 preceding and are shown in terms of price bands. To determine the price band for a rate element, first locate the wire center in (C) following from which the service is provided and find the corresponding rate band.

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

(B) Services Subject to MSA Price Banding

The Switched Access services, which are subject to MSA price bands, and which are also subject to Contract Tariff Options in those MSAs which qualify for Phase I or Phase II pricing relief, are as follows:

(D)

- Local Transport, Entrance Facilities
- Local Transport, Direct Trunked Transport
- Local Transport, Optional Features, Multiplexing

(D)

(D)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

(C) Rate Regulations

When the Interexchange Carrier's Point of Presence is located at a Collocated Interconnection Service multiplexing node or virtual collocation arrangement, price band rates and charges do not apply to any rate element associated with providing service to the Collocated Interconnection arrangement.

To determine the price band for the Switched Access Service channel mileage rate element when the wire centers involved are located within different price bands, apply the rates and charges for the higher price band number. When one of the wire centers involved is subject to price band rating and the other wire center involved is not subject to price band rating, the rates and charges applicable to the channel mileage element will be the N-MSA or Rate Zone rates and charges. (C)

For the avoidance of doubt, in accordance with Section 2.4.7 of this Tariff, only Telephone Company wire centers in the operating territory of this Tariff will be considered in order to determine the applicable channel mileage rate element. If one wire center is in the operating territory of this Tariff and the other wire center is not, the rates and charges applicable to the channel mileage rate element will be dependent upon the level of pricing flexibility of only the wire center that is in the Telephone Company's operating territory.

However, for service within the New York-New Jersey Corridor, any Verizon wire center within the operating territory of the New York – New Jersey Corridor will be considered in order to determine the applicable channel mileage rate element.

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

(C) Rate Regulations (Cont'd)

When service is provided under a Term Pricing Plan with a Commitment Discount as set forth in Sections 6.8.22(A) and (B), preceding, the discount percentage shall be applied to the rate applicable to the price band involved.

(D)
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(D)

The application of rates and charges for service subject to MSA pricing relief are described in Section 6.8.1 preceding.

The following examples depict the application of the rate elements associated with a typical Access Service subject to Level 1 or Level 2 pricing.

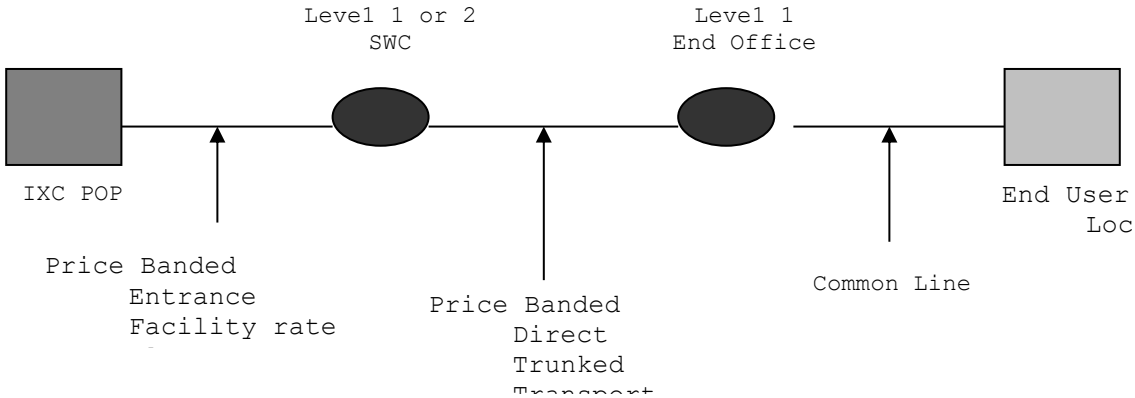
ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

(C) Rate Regulations (Cont'd)

Example: Level 1 or 2 pricing at POP SWC to Level 1 pricing at End Office



(C)
(C)
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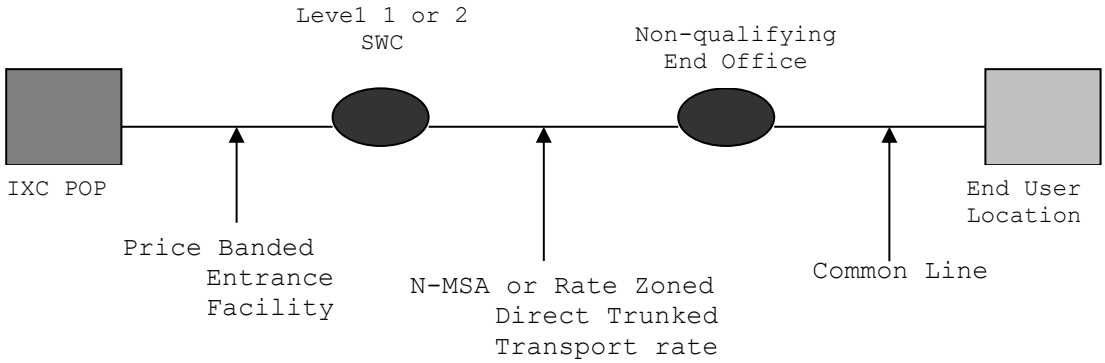
(C)
(C)

Example: Level 1 or 2 pricing at POP SWC to a Non-qualifying End Office (C)



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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
1	NEW YORK NY	1	NJ	BDBKNJBD	5
1	NEW YORK NY	1	NJ	BDMNNJ01	5
1	NEW YORK NY	1	NJ	BLFDNJBL	6
1	NEW YORK NY	1	NJ	BLVLNJBE	6
1	NEW YORK NY	1	NJ	BNTNNJBN	5
1	NEW YORK NY	1	NJ	BRVLNJBE	6
1	NEW YORK NY	1	NJ	BYNNNJ02	6
1	NEW YORK NY	1	NJ	CFPKNJCS	5
1	NEW YORK NY	1	NJ	CFTNNJCF	6
1	NEW YORK NY	1	NJ	CLSTNJCO	5
1	NEW YORK NY	1	NJ	CLWLNJCW	6
1	NEW YORK NY	1	NJ	CNFRNJCR	5
1	NEW YORK NY	1	NJ	DNVLNJRK	6
1	NEW YORK NY	1	NJ	DOVRNJDO	6
1	NEW YORK NY	1	NJ	DUMTNJDM	5
1	NEW YORK NY	1	NJ	ELZBNJEL	4
1	NEW YORK NY	1	NJ	ENWDNJEN	4
1	NEW YORK NY	1	NJ	EORNNJEO	5
1	NEW YORK NY	1	NJ	ERLKNJEL	6
1	NEW YORK NY	1	NJ	FRFDNJFA	5
1	NEW YORK NY	1	NJ	FRLNNJFL	5
1	NEW YORK NY	1	NJ	FTLENJLE	4
1	NEW YORK NY	1	NJ	HCKNNJHK	4
1	NEW YORK NY	1	NJ	HLDLNJWE	4
1	NEW YORK NY	1	NJ	HLDNNJ01	5
1	NEW YORK NY	1	NJ	IVTNNJES	5
1	NEW YORK NY	1	NJ	JRCYNJBR	4
1	NEW YORK NY	1	NJ	JRCYNJJO	4
1	NEW YORK NY	1	NJ	KRNYNJKN	6
1	NEW YORK NY	1	NJ	LNDNNJ01	6
1	NEW YORK NY	1	NJ	LNNGNJHC	6
1	NEW YORK NY	1	NJ	LTFLNJLF	6
1	NEW YORK NY	1	NJ	LTFYNJLF	5
1	NEW YORK NY	1	NJ	LVTNNJLI	5
1	NEW YORK NY	1	NJ	MDSNNJMA	5
1	NEW YORK NY	1	NJ	MGTNNJMI	6
1	NEW YORK NY	1	NJ	MLBNNJMB	5
1	NEW YORK NY	1	NJ	MNHMNJMD	6
1	NEW YORK NY	1	NJ	MRTWNJMR	4
1	NEW YORK NY	1	NJ	MTCHNJMT	4
1	NEW YORK NY	1	NJ	MTCLNJMC	5
1	NEW YORK NY	1	NJ	MTVWNJMV	5
1	NEW YORK NY	1	NJ	NBRGNJNB	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
1	NEW YORK NY	1	NJ	NBWKNJNB	4
1	NEW YORK NY	1	NJ	NFLDNJNF	6
1	NEW YORK NY	1	NJ	NSHNNJ01	6
1	NEW YORK NY	1	NJ	NTCNNJ01	6
1	NEW YORK NY	1	NJ	NTLYNJNU	6
1	NEW YORK NY	1	NJ	NWPVNJMH	6
1	NEW YORK NY	1	NJ	NWRKNJ02	4
1	NEW YORK NY	1	NJ	NWRKNJ03	5
1	NEW YORK NY	1	NJ	NWRKNJIR	5
1	NEW YORK NY	1	NJ	NWRKNJWA	6
1	NEW YORK NY	1	NJ	OKLDNJ01	6
1	NEW YORK NY	1	NJ	PLFDNJPF	4
1	NEW YORK NY	1	NJ	PSSCNJPS	4
1	NEW YORK NY	1	NJ	PTSNNJAR	5
1	NEW YORK NY	1	NJ	RCPKNJ02	4
1	NEW YORK NY	1	NJ	RGWDNJRW	4
1	NEW YORK NY	1	NJ	RMSYNJRM	4
1	NEW YORK NY	1	NJ	RSLLNJRL	5
1	NEW YORK NY	1	NJ	RTFRNJRU	4
1	NEW YORK NY	1	NJ	RVDLNJPL	5
1	NEW YORK NY	1	NJ	RVEDNJOR	5
1	NEW YORK NY	1	NJ	SMMTNJSM	5
1	NEW YORK NY	1	NJ	SORGNJSO	5
1	NEW YORK NY	1	NJ	SOVLNJSM	4
1	NEW YORK NY	1	NJ	SUCCNJSU	6
1	NEW YORK NY	1	NJ	UNCYNJ02	4
1	NEW YORK NY	1	NJ	UNINNJUV	5
1	NEW YORK NY	1	NJ	WDPTNJWP	6
1	NEW YORK NY	1	NJ	WHIPNJWH	5
1	NEW YORK NY	1	NJ	WMFRNJ01	6
1	NEW YORK NY	1	NJ	WORNNJWO	6
1	NEW YORK NY	1	NJ	WSFDNJWS	5
1	NEW YORK NY	1	NJ	WYCKNJWK	6
4	PHILADELPHIA PA-NJ	1	NJ	BKWDNJBW	6
4	PHILADELPHIA PA-NJ	1	NJ	BOTWNJBO	6
4	PHILADELPHIA PA-NJ	1	NJ	BRLNNJBR	6
4	PHILADELPHIA PA-NJ	1	NJ	BURLNJBU	5
4	PHILADELPHIA PA-NJ	1	NJ	BWMLNJ01	6

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
4	PHILADELPHIA PA-NJ	1	NJ	CLWDNJCW	5
4	PHILADELPHIA PA-NJ	1	NJ	CMDNNJCE	4
4	PHILADELPHIA PA-NJ	1	NJ	CNMNNJRT	5
4	PHILADELPHIA PA-NJ	1	NJ	CRHLNJCH	6
4	PHILADELPHIA PA-NJ	1	NJ	EHCYNJEH	6
4	PHILADELPHIA PA-NJ	1	NJ	FKVLNJFK	6
4	PHILADELPHIA PA-NJ	1	NJ	FLRNNJFL	6
4	PHILADELPHIA PA-NJ	1	NJ	GLBONJGB	5
4	PHILADELPHIA PA-NJ	1	NJ	GLCYNJGL	6
4	PHILADELPHIA PA-NJ	1	NJ	HDFDNJHD	4
4	PHILADELPHIA PA-NJ	1	NJ	LDVLNJLD	6
4	PHILADELPHIA PA-NJ	1	NJ	LEHTNJ01	6
4	PHILADELPHIA PA-NJ	1	NJ	LMVLNJLV	6
4	PHILADELPHIA PA-NJ	1	NJ	LRSPNJLS	4
4	PHILADELPHIA PA-NJ	1	NJ	MARLNJMA	4
4	PHILADELPHIA PA-NJ	1	NJ	MDFDNJ01	6
4	PHILADELPHIA PA-NJ	1	NJ	MHVLNJME	4
4	PHILADELPHIA PA-NJ	1	NJ	MLHLNJMH	6
4	PHILADELPHIA PA-NJ	1	NJ	MNTUNJWE	6
4	PHILADELPHIA PA-NJ	1	NJ	MSTWNJMO	4
4	PHILADELPHIA PA-NJ	1	NJ	MTHLNJMH	5
4	PHILADELPHIA PA-NJ	1	NJ	PLBONJPB	6
4	PHILADELPHIA PA-NJ	1	NJ	PNVLNJPV	6
4	PHILADELPHIA PA-NJ	1	NJ	RNMDNJBK	6
4	PHILADELPHIA PA-NJ	1	NJ	RVSDNJRS	6
4	PHILADELPHIA PA-NJ	1	NJ	SWBONJSW	6
4	PHILADELPHIA PA-NJ	1	NJ	VNTWNJ01	6
4	PHILADELPHIA PA-NJ	1	NJ	WDBYNJWB	6
4	PHILADELPHIA PA-NJ	1	NJ	WHNGNJ01	6
4	PHILADELPHIA PA-NJ	1	NJ	WLBONJWB	6
4	PHILADELPHIA PA-NJ	1	NJ	WLTWNJ02	6
4	PHILADELPHIA PA-NJ	1	NJ	WRTWNJFD	6
4	PHILADELPHIA PA-NJ	1	PA	AMBLPAAM	5
4	PHILADELPHIA PA-NJ	1	PA	ARMRPAAR	6
4	PHILADELPHIA PA-NJ	1	PA	BCYNPABC	5
4	PHILADELPHIA PA-NJ	1	PA	BRSTPABR	5
4	PHILADELPHIA PA-NJ	1	PA	BRYMPABM	6
4	PHILADELPHIA PA-NJ	1	PA	BTHYPABH	6
4	PHILADELPHIA PA-NJ	1	PA	CGVLPACL	6
4	PHILADELPHIA PA-NJ	1	PA	CHESPACA	6
4	PHILADELPHIA PA-NJ	1	PA	CHESPACB	6
4	PHILADELPHIA PA-NJ	1	PA	CHTTPACT	6
4	PHILADELPHIA PA-NJ	1	PA	CHVLPACH	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
4	PHILADELPHIA PA-NJ	1	PA	CNSHPACN	5
4	PHILADELPHIA PA-NJ	1	PA	CTVLPACV	6
4	PHILADELPHIA PA-NJ	1	PA	DWTWPADT	6
4	PHILADELPHIA PA-NJ	1	PA	DYTWPADB	5
4	PHILADELPHIA PA-NJ	1	PA	EAGLPAEG	6
4	PHILADELPHIA PA-NJ	1	PA	EDTNPAED	5
4	PHILADELPHIA PA-NJ	1	PA	EXTNPAEX	5
4	PHILADELPHIA PA-NJ	1	PA	GLLDPAGN	6
4	PHILADELPHIA PA-NJ	1	PA	HRLVPAHV	6
4	PHILADELPHIA PA-NJ	1	PA	HTBOPAHB	5
4	PHILADELPHIA PA-NJ	1	PA	JENKPAJK	5
4	PHILADELPHIA PA-NJ	1	PA	KGPRPAKP	4
4	PHILADELPHIA PA-NJ	1	PA	KNSQPAKS	6
4	PHILADELPHIA PA-NJ	1	PA	KRLNPAKL	6
4	PHILADELPHIA PA-NJ	1	PA	LANGPALA	5
4	PHILADELPHIA PA-NJ	1	PA	LARCPALM	6
4	PHILADELPHIA PA-NJ	1	PA	LNDLPALD	6
4	PHILADELPHIA PA-NJ	1	PA	LNLXPALN	6
4	PHILADELPHIA PA-NJ	1	PA	LNSDPALD	6
4	PHILADELPHIA PA-NJ	1	PA	MEDIPAME	6
4	PHILADELPHIA PA-NJ	1	PA	MRSLPAMV	6
4	PHILADELPHIA PA-NJ	1	PA	NRTWPANR	5
4	PHILADELPHIA PA-NJ	1	PA	NWLSPANW	6
4	PHILADELPHIA PA-NJ	1	PA	NWTWPANW	6
4	PHILADELPHIA PA-NJ	1	PA	PAOLPAPA	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPABA	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPACH	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPADB	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPADE	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAEV	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAEW	6
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAGE	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAIV	6
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAJE	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAKR	6
4	PHILADELPHIA PA-NJ	1	PA	PHLAPALO	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAMK	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAMY	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAOR	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAPE	4
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAPI	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAPO	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPARE	6
4	PHILADELPHIA PA-NJ	1	PA	PHLAPASA	6
4	PHILADELPHIA PA-NJ	1	PA	PHLAPASH	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
4	PHILADELPHIA PA-NJ	1	PA	PHLAPATR	5
4	PHILADELPHIA PA-NJ	1	PA	PHLAPAWV	5
4	PHILADELPHIA PA-NJ	1	PA	PNBGPAPB	6
4	PHILADELPHIA PA-NJ	1	PA	PRKSPAPE	6
4	PHILADELPHIA PA-NJ	1	PA	PTTWPAPT	5
4	PHILADELPHIA PA-NJ	1	PA	PXVLPAPV	6
4	PHILADELPHIA PA-NJ	1	PA	QKTWPAQT	6
4	PHILADELPHIA PA-NJ	1	PA	RDPKPARP	6
4	PHILADELPHIA PA-NJ	1	PA	SDTNPASD	6
4	PHILADELPHIA PA-NJ	1	PA	SPFDPASF	6
4	PHILADELPHIA PA-NJ	1	PA	TRPRPATR	5
4	PHILADELPHIA PA-NJ	1	PA	TULYPATU	5
4	PHILADELPHIA PA-NJ	1	PA	WAYNPAWY	4
4	PHILADELPHIA PA-NJ	1	PA	WCHSPAWC	4
4	PHILADELPHIA PA-NJ	1	PA	WGTNPAWR	5
4	PHILADELPHIA PA-NJ	1	PA	WLGRPAWG	5
4	PHILADELPHIA PA-NJ	1	PA	YRDLPAYL	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCAC	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCBK	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCBN	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCCH	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCDN	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCDP	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCFI	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCGG	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCGT	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCLC	5
8	WASHINGTON DC-MD-VA	1	DC	WASHDCMO	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCMT	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCSE	6
8	WASHINGTON DC-MD-VA	1	DC	WASHDCSW	4
8	WASHINGTON DC-MD-VA	1	DC	WASHDCWL	4
8	WASHINGTON DC-MD-VA	1	MD	ALTWMDAT	6
8	WASHINGTON DC-MD-VA	1	MD	BOWIMDBO	6
8	WASHINGTON DC-MD-VA	1	MD	BTHSMDBD	5
8	WASHINGTON DC-MD-VA	1	MD	BTHSMDRP	4
8	WASHINGTON DC-MD-VA	1	MD	BTHSMDWA	5
8	WASHINGTON DC-MD-VA	1	MD	BTHSMDWW	5
8	WASHINGTON DC-MD-VA	1	MD	BTVLMDBV	5
8	WASHINGTON DC-MD-VA	1	MD	CHCHMDBE	4
8	WASHINGTON DC-MD-VA	1	MD	CLPKMDBW	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
8	WASHINGTON DC-MD-VA	1	MD	CLTNMDCL	6
8	WASHINGTON DC-MD-VA	1	MD	CPHGMDCA	6
8	WASHINGTON DC-MD-VA	1	MD	DMSCMDDE	6
8	WASHINGTON DC-MD-VA	1	MD	FRDRMDFR	4
8	WASHINGTON DC-MD-VA	1	MD	FTWSMDCP	6
8	WASHINGTON DC-MD-VA	1	MD	GMTWMDGN	5
8	WASHINGTON DC-MD-VA	1	MD	GTBGMDGB	4
8	WASHINGTON DC-MD-VA	1	MD	HYVLMDCM	6
8	WASHINGTON DC-MD-VA	1	MD	HYVLMDHY	5
8	WASHINGTON DC-MD-VA	1	MD	HYVLMDRI	6
8	WASHINGTON DC-MD-VA	1	MD	LARLMDDY	4
8	WASHINGTON DC-MD-VA	1	MD	LDVRMDLO	5
8	WASHINGTON DC-MD-VA	1	MD	LNHMMDLN	5
8	WASHINGTON DC-MD-VA	1	MD	LPLTMDLA	6
8	WASHINGTON DC-MD-VA	1	MD	MRBOMDMB	6
8	WASHINGTON DC-MD-VA	1	MD	MRKKMDMK	6
8	WASHINGTON DC-MD-VA	1	MD	NRBHMDNE	6
8	WASHINGTON DC-MD-VA	1	MD	OLNYMDOK	6
8	WASHINGTON DC-MD-VA	1	MD	OXHLMDOH	6
8	WASHINGTON DC-MD-VA	1	MD	RKVLMDMR	4
8	WASHINGTON DC-MD-VA	1	MD	RKVLMDRV	4
8	WASHINGTON DC-MD-VA	1	MD	SLSPMDCV	5
8	WASHINGTON DC-MD-VA	1	MD	SLSPMDNB	5
8	WASHINGTON DC-MD-VA	1	MD	SLSPMDNW	5
8	WASHINGTON DC-MD-VA	1	MD	SLSPMDSS	4
8	WASHINGTON DC-MD-VA	1	MD	STLDMDSL	5
8	WASHINGTON DC-MD-VA	1	MD	TMHLMDTH	6
8	WASHINGTON DC-MD-VA	1	MD	UPMRMDCC	6
8	WASHINGTON DC-MD-VA	1	MD	WDRFMDWD	4
8	WASHINGTON DC-MD-VA	1	MD	WHTNMDWT	5
8	WASHINGTON DC-MD-VA	1	MD	WLVLMDWL	6
8	WASHINGTON DC-MD-VA	1	VA	ALXNVAAD	5
8	WASHINGTON DC-MD-VA	1	VA	ALXNVAAX	4
8	WASHINGTON DC-MD-VA	1	VA	ALXNVABA	4
8	WASHINGTON DC-MD-VA	1	VA	ALXNVABR	6
8	WASHINGTON DC-MD-VA	1	VA	ALXNVACN	5
8	WASHINGTON DC-MD-VA	1	VA	ALXNVAFR	6
8	WASHINGTON DC-MD-VA	1	VA	ALXNVAMV	5
8	WASHINGTON DC-MD-VA	1	VA	ARTNVAAR	4
8	WASHINGTON DC-MD-VA	1	VA	ARTNVACK	4
8	WASHINGTON DC-MD-VA	1	VA	ARTNVACY	5
8	WASHINGTON DC-MD-VA	1	VA	ARTNVAFC	5
8	WASHINGTON DC-MD-VA	1	VA	ASBNVAAS	6
8	WASHINGTON DC-MD-VA	1	VA	CLPPVACU	6
8	WASHINGTON DC-MD-VA	1	VA	CNVIVACT	4
8	WASHINGTON DC-MD-VA	1	VA	FLCHVAMF	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
8	WASHINGTON DC-MD-VA	1	VA	FRBGVAFB	5
8	WASHINGTON DC-MD-VA	1	VA	FRBGVALH	6
8	WASHINGTON DC-MD-VA	1	VA	FRFXVABF	5
8	WASHINGTON DC-MD-VA	1	VA	FRFXVAFF	4
8	WASHINGTON DC-MD-VA	1	VA	GRFLVAGF	6
8	WASHINGTON DC-MD-VA	1	VA	GVTNVAGR	6
8	WASHINGTON DC-MD-VA	1	VA	HRNDVADU	5
8	WASHINGTON DC-MD-VA	1	VA	HRNDVAHE	4
8	WASHINGTON DC-MD-VA	1	VA	HRNDVAST	5
8	WASHINGTON DC-MD-VA	1	VA	HRWDVAHW	6
8	WASHINGTON DC-MD-VA	1	VA	LRTNVAGU	6
8	WASHINGTON DC-MD-VA	1	VA	LSBGVALB	5
8	WASHINGTON DC-MD-VA	1	VA	MCLNVALV	4
8	WASHINGTON DC-MD-VA	1	VA	PNTGVADF	5
8	WASHINGTON DC-MD-VA	1	VA	RSTNVAFM	4
8	WASHINGTON DC-MD-VA	1	VA	SPFDVASP	5
8	WASHINGTON DC-MD-VA	1	VA	SPTSVASP	6
8	WASHINGTON DC-MD-VA	1	VA	VINNVAVN	6
8	WASHINGTON DC-MD-VA	1	VA	WRTNVAWR	5
13	PITTSBURGH PA	2	PA	ALQPPAAL	6
13	PITTSBURGH PA	2	PA	BGVLPABR	6
13	PITTSBURGH PA	2	PA	BLLVPABE	6
13	PITTSBURGH PA	2	PA	BLVNPABV	6
13	PITTSBURGH PA	2	PA	BRDDPABR	6
13	PITTSBURGH PA	2	PA	BTPKPABP	6
13	PITTSBURGH PA	2	PA	BVFLPABF	6
13	PITTSBURGH PA	2	PA	CARNPACA	6
13	PITTSBURGH PA	2	PA	CHRLPACH	6
13	PITTSBURGH PA	2	PA	CNBGPACA	6
13	PITTSBURGH PA	2	PA	CNLVPACO	6
13	PITTSBURGH PA	2	PA	CRAFPACR	6
13	PITTSBURGH PA	2	PA	CRPLPACO	6
13	PITTSBURGH PA	2	PA	DRMTPADO	5
13	PITTSBURGH PA	2	PA	ELZTPAET	6
13	PITTSBURGH PA	2	PA	FRCHPAFA	6
13	PITTSBURGH PA	2	PA	GLNSPAGL	6
13	PITTSBURGH PA	2	PA	GNBGPAGR	6
13	PITTSBURGH PA	2	PA	HMSTPAHO	6
13	PITTSBURGH PA	2	PA	IRWNPAIR	6
13	PITTSBURGH PA	2	PA	LTRBPALA	6
13	PITTSBURGH PA	2	PA	MCMRPAMC	6
13	PITTSBURGH PA	2	PA	MCPTPAMK	6
13	PITTSBURGH PA	2	PA	MCRKPAMR	6

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
13	PITTSBURGH PA	2	PA	MOVLPAMO	6
13	PITTSBURGH PA	2	PA	NWKNPANK	6
13	PITTSBURGH PA	2	PA	OKMTPAOA	6
13	PITTSBURGH PA	2	PA	PEHLPAPH	6
13	PITTSBURGH PA	2	PA	PITBPAAL	5
13	PITTSBURGH PA	2	PA	PITBPACA	6
13	PITTSBURGH PA	2	PA	PITBPADT	4
13	PITTSBURGH PA	2	PA	PITBPAEL	5
13	PITTSBURGH PA	2	PA	PITBPANS	6
13	PITTSBURGH PA	2	PA	PITBPAOK	5
13	PITTSBURGH PA	2	PA	PITBPASQ	5
13	PITTSBURGH PA	2	PA	PLHSPAPH	6
13	PITTSBURGH PA	2	PA	PYVLPAPE	4
13	PITTSBURGH PA	2	PA	RBTPPART	6
13	PITTSBURGH PA	2	PA	ROCHPARC	6
13	PITTSBURGH PA	2	PA	SHSAPASH	6
13	PITTSBURGH PA	2	PA	TRCKPATC	6
13	PITTSBURGH PA	2	PA	TRNTPATA	6
13	PITTSBURGH PA	2	PA	UNTNPAUN	6
13	PITTSBURGH PA	2	PA	WASHPAWA	6
13	PITTSBURGH PA	2	PA	WKBGPAWK	4
13	PITTSBURGH PA	2	PA	WMFLPAWM	6
14	BALTIMORE MD	1	MD	ABRDMDAB	6
14	BALTIMORE MD	1	MD	ANNPMDAN	4
14	BALTIMORE MD	1	MD	ARBTMDAR	6
14	BALTIMORE MD	1	MD	ARMGMDAR	6
14	BALTIMORE MD	1	MD	BLARMDBL	5
14	BALTIMORE MD	1	MD	BLTMMDCH	4
14	BALTIMORE MD	1	MD	BLTMMDED	6
14	BALTIMORE MD	1	MD	BLTMMDFR	6
14	BALTIMORE MD	1	MD	BLTMMDHM	6
14	BALTIMORE MD	1	MD	BLTMMDLB	6
14	BALTIMORE MD	1	MD	BLTMMDMD	6
14	BALTIMORE MD	1	MD	BLTMMDUV	5
14	BALTIMORE MD	1	MD	BLTMMDWL	5
14	BALTIMORE MD	1	MD	BLTMMDYK	5
14	BALTIMORE MD	1	MD	BRKLMDBK	6
14	BALTIMORE MD	1	MD	CHASMDCH	6
14	BALTIMORE MD	1	MD	CLMAMDCB	4
14	BALTIMORE MD	1	MD	CLMAMDOB	6
14	BALTIMORE MD	1	MD	CLVLMDCE	6
14	BALTIMORE MD	1	MD	COTNMDCR	6
14	BALTIMORE MD	1	MD	CTVLMDCT	6
14	BALTIMORE MD	1	MD	CYVLMDCK	5
14	BALTIMORE MD	1	MD	CYVLMDDA	5

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band	
14	BALTIMORE MD	1	MD	DNDLMDDN	6	
14	BALTIMORE MD	1	MD	DRCRMDDC	6	
14	BALTIMORE MD	1	MD	EDWDMDEG	6	
14	BALTIMORE MD	1	MD	EKRGMDEL	6	
14	BALTIMORE MD	1	MD	ELCYMDEL	5	
14	BALTIMORE MD	1	MD	ESSXMDEX	6	
14	BALTIMORE MD	1	MD	FPATMDFR	6	
14	BALTIMORE MD	1	MD	GLBRMDGL	5	
14	BALTIMORE MD	1	MD	GLVLMDGL	4	(T)
14	BALTIMORE MD	1	MD	HDGRMDHV	6	
14	BALTIMORE MD	1	MD	LARLMDLR	4	
14	BALTIMORE MD	1	MD	NRPNMDNP	6	
14	BALTIMORE MD	1	MD	ODTNMDON	6	
14	BALTIMORE MD	1	MD	OWMLMDOM	6	
14	BALTIMORE MD	1	MD	PARLMDPA	6	
14	BALTIMORE MD	1	MD	PIVLMDPK	5	
14	BALTIMORE MD	1	MD	PKVLMDPK	6	
14	BALTIMORE MD	1	MD	PRHLMDPH	6	
14	BALTIMORE MD	1	MD	RNTWMDRA	6	
14	BALTIMORE MD	1	MD	RSTWMDRS	6	
14	BALTIMORE MD	1	MD	SVPKMDSP	6	
14	BALTIMORE MD	1	MD	SYVLMDSK	6	
14	BALTIMORE MD	1	MD	TWSNMDTW	4	
14	BALTIMORE MD	1	MD	WDLWMDWL	6	
14	BALTIMORE MD	1	MD	WMNSMDWM	6	
43	NORFOLK-VIRIGINA BEACH PORTSMOTH VA/NC, a.k.a. (NORFOLK)					
43	(NORFOLK)	2	VA	CHSKVACD	6	
43	(NORFOLK)	2	VA	CHSKVADC	6	
43	(NORFOLK)	2	VA	CHSKVAGU	6	
43	(NORFOLK)	2	VA	NRFLVABL	6	
43	(NORFOLK)	2	VA	NRFLVABS	4	
43	(NORFOLK)	2	VA	NRFLVAGS	5	
43	(NORFOLK)	2	VA	NRFLVASP	6	
43	(NORFOLK)	2	VA	NRFLVAWC	5	
43	(NORFOLK)	2	VA	PTMOVAHF	6	
43	(NORFOLK)	2	VA	PTMOVAHS	6	
43	(NORFOLK)	2	VA	SFFLVASK	6	
43	(NORFOLK)	2	VA	VRBHVACC	5	
43	(NORFOLK)	2	VA	VRBHVAGN	6	
43	(NORFOLK)	2	VA	VRBHVAIL	6	
43	(NORFOLK)	2	VA	VRBHVAIR	5	
43	(NORFOLK)	2	VA	VRBHVAPT	5	
43	(NORFOLK)	2	VA	VRBHVARC	6	
43	(NORFOLK)	2	VA	VRBHVAVB	5	

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
56	SCRANTON-WILKES-BARRE -HAZELTON PA, a.k.a. (SCRANTON)				
56	(SCRANTON)	2	PA	BEWKPABR	6
56	(SCRANTON)	2	PA	BMBGPABL	6
56	(SCRANTON)	2	PA	BRCKPAES	6
56	(SCRANTON)	2	PA	CRDLPACA	6
56	(SCRANTON)	2	PA	HZTNPAHZ	5
56	(SCRANTON	2	PA	JRMYPAJE	6
56	(SCRANTON)	2	PA	KGTNPAES	6
56	(SCRANTON)	2	PA	MOSCPAMC	6
56	(SCRANTON)	2	PA	MSCWPAMW	6
56	(SCRANTON)	2	PA	MTPCPAMP	6
56	(SCRANTON)	2	PA	NNTCPANA	6
56	(SCRANTON	2	PA	OLYPPAOL	6
56	(SCRANTON)	2	PA	PTTNPAPI	6
56	(SCRANTON)	2	PA	SCTNPASC	4
56	(SCRANTON)	2	PA	SRBGPAST	5
56	(SCRANTON)	2	PA	TNVLPATA	6
56	(SCRANTON)	2	PA	WLBRPAWB	5
58	ALLENTOWN-BETHLEHEM-EASTON PA, a.k.a. (ALLENTOWN)				
58	(ALLENTOWN)	1	NJ	HKTNNJHT	6
58	(ALLENTOWN)	1	NJ	PHBGNJPH	6
58	(ALLENTOWN)	1	NJ	WASHNJWA	6
58	(ALLENTOWN)	1	PA	ALTWPAAL	4
58	(ALLENTOWN)	1	PA	ALTWPAMT	4
58	(ALLENTOWN)	1	PA	BHLHPABE	4
58	(ALLENTOWN)	1	PA	CTSQPACT	5
58	(ALLENTOWN)	1	PA	ESTNPAEA	5
58	(ALLENTOWN)	1	PA	KHVLPAKU	6
58	(ALLENTOWN)	1	PA	NATNPANR	6
58	(ALLENTOWN)	1	PA	NZRTPANA	5
59	RICHMOND	2	VA	ASLDVAAS	6
59	RICHMOND	2	VA	BTHIVABT	6
59	RICHMOND	2	VA	CHESVACR	6
59	RICHMOND	2	VA	MCHVVAMV	6
59	RICHMOND	2	VA	MDLTVAMD	6
59	RICHMOND	2	VA	PWHTVAPW	6
59	RICHMOND	2	VA	RCMDVACG	6
59	RICHMOND	2	VA	RCMDVAGK	6

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd) (T)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
59	RICHMOND	2	VA	RCMDVAGR	4
59	RICHMOND	2	VA	RCMDVAGY	6
59	RICHMOND	2	VA	RCMDVAHL	5
59	RICHMOND	2	VA	RCMDVAHR	6
59	RICHMOND	2	VA	RCMDVAHS	6
59	RICHMOND	2	VA	RCMDVAIT	6
59	RICHMOND	2	VA	RCMDVALS	5
59	RICHMOND	2	VA	RCMDVAPE	5
59	RICHMOND	2	VA	RCMDVAPS	5
59	RICHMOND	2	VA	RCMDVARA	6
59	RICHMOND	2	VA	RCMDVASN	6
59	RICHMOND	2	VA	RCMDVASR	4
59	RICHMOND	2	VA	SNTNVASS	6
69	WILMINGTON-NEWARK DE-MD	2	DE	HCKSDEHC	6
69	WILMINGTON-NEWARK DE-MD	2	DE	HLOKDEHL	6
69	WILMINGTON-NEWARK DE-MD	2	DE	MDTWDEMT	6
69	WILMINGTON-NEWARK DE-MD	2	DE	MSTNDEMA	6
69	WILMINGTON-NEWARK DE-MD	2	DE	NWCSDENC	6
69	WILMINGTON-NEWARK DE-MD	2	DE	NWRKDENB	4
69	WILMINGTON-NEWARK DE-MD	2	DE	TLVLDETV	6
69	WILMINGTON-NEWARK DE-MD	2	DE	WLMGDEPR	6
69	WILMINGTON-NEWARK DE-MD	2	DE	WLMGDEWL	4
69	WILMINGTON-NEWARK DE-MD	2	DE	WRHLDEWH	6
69	WILMINGTON-NEWARK DE-MD	2	MD	EKTNMDEK	5
69	WILMINGTON-NEWARK DE-MD	2	NJ	EMERNJEM	6
69	WILMINGTON-NEWARK DE-MD	2	NJ	PGRVNJPG	6
69	WILMINGTON-NEWARK DE-MD	2	NJ	SALMNJSA	6
69	WILMINGTON-NEWARK DE-MD	2	NJ	WDTWNJWT	6
84	HARRISBURGH-LEBANON-CARLISLE PA, a.k.a. (HARRISBURGH)				
84	(HARRISBURGH)	2	PA	CPHLPACH	6
84	(HARRISBURGH)	2	PA	ENOLPAEN	6
84	(HARRISBURGH)	2	PA	HRBGPAHA	4
84	(HARRISBURGH)	2	PA	LBNNPAES	6
84	(HARRISBURGH)	2	PA	MBRGPAME	6
84	(HARRISBURGH)	2	PA	MDTNPAMI	6
84	(HARRISBURGH)	2	PA	NCLDPANC	5
84	(HARRISBURGH)	2	PA	PLMYPAPA	6
84	(HARRISBURGH)	2	PA	PXTGPAPG	5
84	(HARRISBURGH)	2	PA	PXTNPAPA	5
84	(HARRISBURGH)	2	PA	SLTNPAST	4

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band	
104	NEWPORT NEWS-HAMPTON VA	1	VA	HMPNVAAB	5	
104	NEWPORT NEWS-HAMPTON VA	1	VA	HMPNVADC	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	HMPNVAQN	4	
104	NEWPORT NEWS-HAMPTON VA	1	VA	HMPNVAWD	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	NWNWVAHU	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	NWNWVAHV	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	NWNWVAJF	5	
104	NEWPORT NEWS-HAMPTON VA	1	VA	NWNWVAND	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	NWNWVAYK	6	
104	NEWPORT NEWS-HAMPTON VA	1	VA	WLBGVAWM	5	
105	LANCASTER PA	2	PA	EPBGPAEP	6	
105	LANCASTER PA	2	PA	LNCSPALA	4	
105	LANCASTER PA	2	PA	MIVLPAMI	6	(D) | | | (D)
118	READING PA	2	PA	LRDLPALB	6	
118	READING PA	2	PA	RDNGPARE	5	
118	READING PA	2	PA	SHLNPASH	6	
118	READING PA	2	PA	SLWBPASL	6	
118	READING PA	2	PA	SNSPPASS	6	(D) | | | (D)
157	ROANOKE VA	2	VA	RONKVABK	6	
157	ROANOKE VA	2	VA	RONKVACS	6	
157	ROANOKE VA	2	VA	RONKVALK	4	
157	ROANOKE VA	2	VA	SALMVASA	6	(D) | | (D)
203	LYNCHBURG VA	1	VA	BDFRVABD	6	
203	LYNCHBURG VA	1	VA	LYBGVACH	5	
203	LYNCHBURG VA	1	VA	LYBGVACV	6	
203	LYNCHBURG VA	1	VA	LYBGVANL	6	
203	LYNCHBURG VA	1	VA	LYBGVATM	6	
203	LYNCHBURG VA	1	VA	SNMTVASM	6	
203	LYNCHBURG VA	1	VA	SWVLVASV	6	

14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.7 Metropolitan Statistical Areas (Cont'd)

MSA ID	MSA Name	MSA Level	State	SWC CLLI	Price Band
225	ALTOONA PA	1	PA	ALNAPAAL	5
225	ALTOONA PA	1	PA	HLBGPAHO	6
228	VINELAND-MILLVILLE-BRIDGETON NJ, a.k.a. (VINELAND)				
228	(VINELAND)	2	NJ	BGTNNJBG	6
228	(VINELAND)	2	NJ	MCTWNJPN	6
228	(VINELAND)	2	NJ	MLVLNJMI	6
228	(VINELAND)	2	NJ	VNLDNJVL	6
238	SHARON PA	2	PA	SHRNPASH	5
251	WILLIAMSPORT PA	2	PA	JRSHPAJS	6
251	WILLIAMSPORT PA	2	PA	WLPTPAWI	6
257	HAGERSTOWN MD	2	MD	HGTWMDHG	4
259	STATE COLLEGE PA	2	PA	BLLFPABE	6
259	STATE COLLEGE PA	2	PA	STCGPAES	4
000	DELAWARE DE	2	DE	CMDNDECD	6
000	DELAWARE DE	2	DE	DOVRDEDV	5
000	DELAWARE DE	2	DE	GRTWDEGR	6
000	DELAWARE DE	2	DE	LEWSDELW	6
000	DELAWARE DE	2	DE	MLFRDEMF	6
000	DELAWARE DE	2	DE	OCVWDEOC	6
000	DELAWARE DE	2	DE	RHBHDERB	6
000	DELAWARE DE	2	DE	SEFRDESF	6
000	DELAWARE DE	2	DE	SMYRDESM	6

(D)

(D)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

14.8 Competitive and Non-Competitive Counties

(A) General

Counties and county-equivalents within the Telephone Company's operating territories are either Competitive or Non-Competitive for the purposes of pricing Special Access Services. (D)

Price Cap rates and charges are shown in Sections 5, 7, 10 and 13 preceding for Non-Competitive End User Channel Terminations and Optional Features and Functions ordered for such Non-Competitive End User Channel Terminations (e.g., Bridging). (C) | | (C)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)

(C) Counties

(1) Delaware

County	Status	SWC CLLI	Price Band
Kent	Competitive	CMDNDECD	6
Kent	Competitive	DOVRDEDV	5
Kent	Competitive	FETNDEFE	6
Kent	Competitive	FRDRDEFR	6
Kent	Competitive	HRTNDEHA	6
Kent	Competitive	HRTLDEHL	6
Kent	Competitive	SMYRDESM	6
New Castle	Competitive	HCKSDEHC	6
New Castle	Competitive	HLOKDEHL	6
New Castle	Competitive	MSTNDEMA	6
New Castle	Competitive	MDTWDEMT	6
New Castle	Competitive	NWCSDENC	6
New Castle	Competitive	NWRKDENB	4
New Castle	Competitive	TLVLDETV	6
New Castle	Competitive	WLMGDEPR	6
New Castle	Competitive	WLMGDEWL	4
New Castle	Competitive	WRHLDEWH	6
Sussex	Competitive	ANGLDEAN	6
Sussex	Competitive	BGVLDEBG	6
Sussex	Competitive	DGBODEDG	6
Sussex	Competitive	DLMRDEDM	6
Sussex	Competitive	GRTWDEGR	6
Sussex	Competitive	GNWDDEGN	6
Sussex	Competitive	GMBODEGB	6
Sussex	Competitive	LARLDELR	6
Sussex	Competitive	LEWSDELW	6
Sussex	Competitive	MLFRDEMF	6
Sussex	Competitive	MLBODEMB	6
Sussex	Competitive	MLTNDEML	6
Sussex	Competitive	OCVWDEOC	6
Sussex	Competitive	RHBHDERB	6
Sussex	Competitive	SEFRDESF	6
Sussex	Competitive	SLVLDESV	6

(2) Maryland

County	Status	SWC CLLI	Price Band	
Allegany	Competitive	CSTWMDCR	6	(C)
Allegany	Competitive	CMLDMDCM	5	|
Allegany	Competitive	FLNTMDFS	6	|
Allegany	Competitive	LNCNMDLN	6	|
Allegany	Competitive	MTSVMDMS	6	|
Allegany	Competitive	OLTWMDOT	6	(C)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd) (N)
(C) Counties (Cont'd)
(2) Maryland (Cont'd)

County	Status	SWC CLLI	Price Band	
Anne Arundel	Competitive	ANNPMDAN	4	
Anne Arundel	Competitive	ARMGMDAR	6	
Anne Arundel	Competitive	COTNMDCR	6	
Anne Arundel	Competitive	DRCRMDDC	6	
Anne Arundel	Competitive	FPATMDFR	6	
Anne Arundel	Competitive	GLVLMDGL	4	
Anne Arundel	Competitive	GLBRMDGL	5	
Anne Arundel	Competitive	MAYOMDMY	6	
Anne Arundel	Competitive	ODTNMDAU	6	
Anne Arundel	Competitive	ODTNMDON	6	
Anne Arundel	Competitive	EKRGMDPK	6	
Anne Arundel	Competitive	PARLMDPA	6	
Anne Arundel	Competitive	ODTNMDPO	6	
Anne Arundel	Competitive	STMRMDSM	6	
Anne Arundel	Competitive	SVPKMDSP	6	
Baltimore	Competitive	ARBTMDAR	6	
Baltimore	Competitive	CHASMDCH	6	
Baltimore	Competitive	CTVLMDCT	6	
Baltimore	Competitive	CYVLMDCK	5	
Baltimore	Competitive	CYVLMDDA	5	
Baltimore	Competitive	DNDLMDDN	6	
Baltimore	Competitive	ESSXMDEX	6	
Baltimore	Competitive	FORKMDFK	6	
Baltimore	Competitive	MANRMDMN	6	
Baltimore	Competitive	NRPNMDNP	6	
Baltimore	Competitive	OWMLMDOM	6	
Baltimore	Competitive	PIVLMDPK	5	
Baltimore	Competitive	PKTNMDPK	6	
Baltimore	Competitive	PKVLMDPK	6	
Baltimore	Competitive	PRHLMDPH	6	
Baltimore	Competitive	RNTWMDRA	6	
Baltimore	Competitive	RSTWMDRS	6	
Baltimore	Competitive	TWSNMDTW	4	
Baltimore	Competitive	WDLWMDWL	6	
Baltimore	Competitive	WHMRMDWM	6	
Baltimore City	Competitive	BLTMMDCH	4	
Baltimore City	Competitive	BLTMMDKM	4	
Baltimore City	Competitive	BLTMMDED	6	
Baltimore City	Competitive	BLTMMDFR	6	
Baltimore City	Competitive	BLTMMDHM	6	
Baltimore City	Competitive	BLTMMDLB	6	
Baltimore City	Competitive	BLTMMDMD	6	
Baltimore City	Competitive	BLTMMDUV	5	
Baltimore City	Competitive	BLTMMDWL	5	
Baltimore City	Competitive	BLTMMDYK	5	
Baltimore City	Competitive	BRKLMDBK	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties
(2) Maryland (Cont'd)

COUNTY	STATUS	SWC CLLI	PRICE BAND	
Calvert	Non-Comp.	MUTLMDMT	6	
Calvert	Non-Comp.	NRBHMDNE	6	
Calvert	Non-Comp.	PRFRMDPF	6	
Calvert	Non-Comp.	SLMNMDSL	6	
Caroline	Non-Comp.	DNTNMDDT	6	
Caroline	Non-Comp.	FDBGMDFE	6	
Caroline	Non-Comp.	GNBOMDGR	6	
Caroline	Non-Comp.	HLBOMDTK	6	
Caroline	Non-Comp.	PSTNMDPS	6	
Carroll	Competitive	HMPSMDHE	6	(C)
Carroll	Competitive	NWWNMDNW	6	|
Carroll	Competitive	SLRNMDSL	6	|
Carroll	Competitive	SYVLMDSK	6	|
Carroll	Competitive	TNTWMDTN	6	|
Carroll	Competitive	UNBRMDUB	6	|
Carroll	Competitive	WMNSMDWM	6	(C)
Cecil	Competitive	BNBRMDBR	6	
Cecil	Competitive	CCTNMDCL	6	
Cecil	Competitive	CHCYMDCH	6	
Cecil	Competitive	EKTNMDEK	5	
Cecil	Competitive	NRTEMDNE	6	
Charles	Competitive	BRRDMDBR	6	
Charles	Competitive	HUVLMDHV	6	
Charles	Competitive	INHDMDIN	6	
Charles	Competitive	LPLTMDLA	6	
Charles	Competitive	NJMYMDNJ	6	
Charles	Competitive	TMVLMDTK	6	
Charles	Competitive	WDRFMDWD	4	
Dorchester	Non-Comp.	CMBRMDCM	6	
Dorchester	Non-Comp.	HONGMDHG	6	
Dorchester	Non-Comp.	HRLCMDHL	6	
Dorchester	Non-Comp.	VINNMDVN	6	
Dorchester	Non-Comp.	WNGTMDWG	6	
Frederick	Competitive	BCTWMDBT	6	
Frederick	Competitive	BRHGMDBH	6	
Frederick	Competitive	BRWKMDBR	6	
Frederick	Competitive	EMBGMDEM	6	
Frederick	Competitive	FRDRMDFR	4	
Frederick	Competitive	HGFLMDHF	6	
Frederick	Competitive	MTARMDMA	6	
Frederick	Competitive	MYVLMDMV	6	
Frederick	Competitive	NWMRMDNE	4	
Frederick	Competitive	THRMMDTH	6	
Frederick	Competitive	WLVLMDWL	6	

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (N)
(2) Maryland (Cont'd)

County	Status	SWC CLLI	Price Band	
Garrett	Non-Comp.	BTNRMDBR	6	
Garrett	Non-Comp.	FIVLMDFR	6	
Garrett	Non-Comp.	FSBGMDFS	6	
Garrett	Non-Comp.	GTVLMDGR	6	
Garrett	Non-Comp.	KTZMMDKM	6	
Garrett	Non-Comp.	OKLDMDOK	6	
Garrett	Non-Comp.	THVLMDTV	6	
Harford	Competitive	ABRDMDAB	6	
Harford	Competitive	BLARMDBL	5	
Harford	Competitive	CCVLMDCH	6	
Harford	Competitive	CRDFMDCD	6	
Harford	Competitive	DRTNMDDR	6	
Harford	Competitive	EDWDMDEG	6	
Harford	Competitive	HDGRMDHV	6	
Harford	Competitive	JRVLMDJE	6	
Harford	Competitive	WNRNMDWN	6	
Howard	Competitive	CLMAMDCB	4	
Howard	Competitive	CLMAMDOB	6	
Howard	Competitive	CLMAMDSR	6	
Howard	Competitive	CLVLMDCE	6	
Howard	Competitive	EKRGMDEL	6	
Howard	Competitive	ELCYMDEL	5	
Howard	Competitive	GLWDMDGD	6	
Howard	Competitive	LARLMDLR	4	
Kent	Non-Comp.	CHRTMDCH	6	
Kent	Non-Comp.	GALNMDGL	6	
Kent	Non-Comp.	MGTNMDML	6	
Kent	Non-Comp.	RKHLMDRH	6	
Kent	Non-Comp.	STPNMDSP	6	
Montgomery	Competitive	BTHSMDRP	4	
Montgomery	Competitive	CHCHMDBE	4	
Montgomery	Competitive	BTHSMDBD	5	
Montgomery	Competitive	SLSPMDCV	5	
Montgomery	Competitive	DMSCMDDE	6	
Montgomery	Competitive	FALDMDFL	6	
Montgomery	Competitive	GTBGMDGB	4	
Montgomery	Competitive	GMTWMDGN	5	
Montgomery	Competitive	RKVLMDMR	4	
Montgomery	Competitive	SLSPMDNB	5	
Montgomery	Competitive	SLSPMDNW	5	
Montgomery	Competitive	OLNYMDOK	6	
Montgomery	Competitive	PLVLMDPV	6	
Montgomery	Competitive	RKVLMDRV	4	
Montgomery	Competitive	SLSPMDSS	4	
Montgomery	Competitive	WHTNMDWT	5	
Montgomery	Competitive	BTHSMDWW	5	
Montgomery	Competitive	BTHSMDWA	5	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (N)
(2) Maryland (Cont'd)

County	Status	SWC CLLI	Price Band
Prince George's	Competitive	ALTWMDAT	6
Prince George's	Competitive	BADNMDBN	6
Prince George's	Competitive	BTVLMDBV	5
Prince George's	Competitive	CLPKMDBW	5
Prince George's	Competitive	BOWIMDBO	6
Prince George's	Competitive	BRNDMDBE	6
Prince George's	Competitive	CPHGMDCA	6
Prince George's	Competitive	FTWSMDCP	6
Prince George's	Competitive	HYVLMDCM	6
Prince George's	Competitive	UPMRMDCC	6
Prince George's	Competitive	CLTNMDCL	6
Prince George's	Competitive	HYVLMDHY	5
Prince George's	Competitive	LARLMDDY	4
Prince George's	Competitive	LDVRMDLO	5
Prince George's	Competitive	LNHMMDLN	5
Prince George's	Competitive	MRBOMDMB	6
Prince George's	Competitive	MRKKMDMK	6
Prince George's	Competitive	OXHLMDOH	6
Prince George's	Competitive	HYVLMDRI	6
Prince George's	Competitive	STLDMDSL	5
Prince George's	Competitive	TMHLMDTH	6
Queen Anne's	Non-Comp.	CNVLMDCT	6
Queen Anne's	Non-Comp.	QNTWMDQN	6
Queen Anne's	Non-Comp.	RMCKMDRR	4
Queen Anne's	Non-Comp.	SDVLMDSD	6
Queen Anne's	Non-Comp.	STVLMDST	6
Saint Mary's	Non-Comp.	HLWDMDHW	6
Saint Mary's	Non-Comp.	LNTWMDLT	6
Saint Mary's	Non-Comp.	LXPKMDLX	5
Saint Mary's	Non-Comp.	MCHVMDMC	6
Saint Mary's	Non-Comp.	MLTWMDML	6
Saint Mary's	Non-Comp.	PNATMDAF	5
Saint Mary's	Non-Comp.	RIDGMDRI	6
Saint Mary's	Non-Comp.	VYLEMDVL	6
Somerset	Non-Comp.	CRFDMDCR	6
Somerset	Non-Comp.	DLISMDDL	6
Somerset	Non-Comp.	MARNMDMA	6
Somerset	Non-Comp.	PRANMDPA	6
Somerset	Non-Comp.	SMISMDSI	6
Talbot	Competitive	ESTNMDES	4
Talbot	Competitive	OXFRMDOX	6
Talbot	Competitive	STMCMDSM	6
Talbot	Competitive	TLGHMDTL	6
Talbot	Competitive	TRPPMDTR	6 (N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (N)
(2) Maryland (Cont'd)

County	Status	SWC CLLI	Price Band
Washington	Competitive	CLSPMDCS	6
Washington	Competitive	HGTWMDHG	4
Washington	Competitive	HNCCMDHN	6
Washington	Competitive	KDVLMDKV	6
Washington	Competitive	SMBGMDSM	6
Washington	Competitive	WLPTMDWP	6
Wicomico	Competitive	DLMRMDDM	6
Wicomico	Competitive	NNTCMDNT	6
Wicomico	Competitive	SHTWMDST	6
Wicomico	Competitive	SLBRMDSB	4
Wicomico	Competitive	WLRDMDWR	6
Worcester	Non-Comp.	BRLNMDBL	6
Worcester	Non-Comp.	BSHPMDBP	6
Worcester	Non-Comp.	WOCYMDBA	6
Worcester	Non-Comp.	OCCYMDMB	6
Worcester	Non-Comp.	OCCYMDON	6
Worcester	Non-Comp.	OCCYMDOC	6
Worcester	Non-Comp.	OCPNMDCR	6
Worcester	Non-Comp.	PCCYMDPK	6
Worcester	Non-Comp.	SNHLMDSH	6

(3) New Jersey

Atlantic	Competitive	ABSCNJ02	6
Atlantic	Competitive	ATCYNJAC	5
Atlantic	Competitive	BRIGNJ01	6
Atlantic	Competitive	EHCYNJEH	6
Atlantic	Competitive	HMTNNJHA	6
Atlantic	Competitive	MLDGNJ01	6
Atlantic	Competitive	PSVLNJPL	5
Atlantic	Competitive	SMPTNJ01	6
Atlantic	Competitive	TKHONJTK	6
Atlantic	Competitive	VNCYNJVN	6
Bergen	Competitive	CFPKNJCS	5
Bergen	Competitive	CFTNNJCF	6
Bergen	Competitive	CLSTNJCO	5
Bergen	Competitive	DUMTNJDM	5
Bergen	Competitive	ENWDNJEN	4
Bergen	Competitive	FRLNNJFL	5
Bergen	Competitive	FTLENJLE	4
Bergen	Competitive	HCKNNJHK	4
Bergen	Competitive	HLDLNJWE	4
Bergen	Competitive	LTFYNJLF	5
Bergen	Competitive	OKLDNJ01	6
Bergen	Competitive	RCPKNJ01	4
Bergen	Competitive	RCPKNJ02	4
Bergen	Competitive	RGWDNJRW	4
Bergen	Competitive	RMSYNJRM	4
Bergen	Competitive	RTFRNJRU	4
Bergen	Competitive	RVEDNJOR	5
Bergen	Competitive	WYCKNJWK	6

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(3) New Jersey (Cont'd)

County	Status	SWC CLLI	Price Band	
Burlington	Competitive	BOTWNJBO	6	
Burlington	Competitive	BURLNJBU	5	
Burlington	Competitive	BWMLNJ01	6	
Burlington	Competitive	CNMNNJRT	5	
Burlington	Competitive	CRHLNJCH	6	
Burlington	Competitive	FLRNNJFL	6	
Burlington	Competitive	LEHTNJ01	6	
Burlington	Competitive	MARLNJMA	4	
Burlington	Competitive	MDFDNJ01	6	
Burlington	Competitive	MSTWNJMO	4	
Burlington	Competitive	MTHLNJMH	5	
Burlington	Competitive	ORNTNJOE	6	
Burlington	Competitive	PMTNNJPB	6	
Burlington	Competitive	RVSDNJRS	6	
Burlington	Competitive	VNTWNJ01	6	
Burlington	Competitive	WLBONJWB	6	
Burlington	Competitive	WRTWNJFD	6	
Camden	Competitive	BKWDNJBW	6	
Camden	Competitive	BRLNNJBR	6	
Camden	Competitive	CLWDNJCW	5	
Camden	Competitive	CMDNNJCE	4	
Camden	Competitive	GLCYNJGL	6	
Camden	Competitive	HDFDNJHD	4	
Camden	Competitive	LRSPNJLS	4	
Camden	Competitive	MHVLNJME	4	
Camden	Competitive	RNMDNJBK	6	
Cape May	Competitive	AVLNNJ01	6	
Cape May	Competitive	CMCHNJCH	6	
Cape May	Competitive	LOTPNJ01	6	
Cape May	Competitive	OCCYNJOC	6	
Cape May	Competitive	PLRMNJ01	6	
Cape May	Competitive	SICYNJSI	6	
Cape May	Competitive	VLLSNJ02	6	
Cape May	Competitive	WDBINJDS	6	
Cape May	Competitive	WLWDNJWI	6	
Cumberland	Competitive	BGTNNJBG	6	
Cumberland	Competitive	CDVLNJCD	6	
Cumberland	Competitive	MCTWNJPN	6	
Cumberland	Competitive	MLVLNJMI	6	
Cumberland	Competitive	VNLDNJVL	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(3) New Jersey (Cont'd)

County	Status	SWC CLLI	Price Band	
Essex	Competitive	BLFDNJBL	6	
Essex	Competitive	BLVLNJBE	6	
Essex	Competitive	CLWLNJCW	6	
Essex	Competitive	EORNNJEO	5	
Essex	Competitive	FRFDNJFA	5	
Essex	Competitive	IVTNNJES	5	
Essex	Competitive	LVTNNJLI	5	
Essex	Competitive	MLBNNJMB	5	
Essex	Competitive	MTCLNJMC	5	
Essex	Competitive	NTLYNJNU	6	
Essex	Competitive	NWRKNJ02	4	
Essex	Competitive	NWRKNJ03	5	
Essex	Competitive	NWRKNJIR	5	
Essex	Competitive	NWRKNJWA	6	
Essex	Competitive	SORGNJSO	5	
Essex	Competitive	WORNNJWO	6	
Gloucester	Competitive	FKVLNJFK	6	
Gloucester	Competitive	GLBONJGB	5	
Gloucester	Competitive	LDVLNJLD	6	
Gloucester	Competitive	MLHLNJMH	6	
Gloucester	Competitive	MNTUNJWE	6	
Gloucester	Competitive	PLBONJPB	6	
Gloucester	Competitive	SWBONJSW	6	
Gloucester	Competitive	WDBYNJWB	6	
Gloucester	Competitive	WLTWNJ02	6	
Hudson	Competitive	BYNNNJ02	6	
Hudson	Competitive	JRCYNJBR	4	
Hudson	Competitive	JRCYNJJO	4	
Hudson	Competitive	KRNYNJKN	6	
Hudson	Competitive	NBRGNJNB	5	
Hudson	Competitive	UNCYNJ02	4	
Hunterdon	Competitive	LMVLNJLV	6	
Hunterdon	Competitive	SPMLNJ01	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(3) New Jersey (Cont'd)

County	Status	SWC CLLI	Price Band
Mercer	Competitive	ENVLNJEW	4
Mercer	Competitive	HITNNJHI	4
Mercer	Competitive	HPWLNJHP	5
Mercer	Competitive	MCVLNJMC	5
Mercer	Competitive	PNNKNJPN	4
Mercer	Competitive	PNTNNJPN	6
Mercer	Competitive	PRTNNJPC	4
Mercer	Competitive	TRENNJTE	4
Mercer	Competitive	WHHRNJWH	6
Middlesex	Competitive	BWTWNJBT	6
Middlesex	Competitive	CARTNJCA	6
Middlesex	Competitive	DNLNNJDU	6
Middlesex	Competitive	EDSNNJED	4
Middlesex	Competitive	FNPKNJFP	5
Middlesex	Competitive	FRDSNJFR	6
Middlesex	Competitive	JMBGNJJA	6
Middlesex	Competitive	MNJTNJ01	6
Middlesex	Competitive	MTCHNJMT	4
Middlesex	Competitive	PAMBNJPM	6
Middlesex	Competitive	PRPLNJPA	6
Middlesex	Competitive	PSWYNJPI	4
Middlesex	Competitive	SORVNJSR	5
Middlesex	Competitive	SPWDNJSW	6
Middlesex	Competitive	SYRVNJSA	6
Middlesex	Competitive	WDBRNJWD	5
Monmouth	Competitive	ALTWNJAL	6
Monmouth	Competitive	ASPKNJAP	6
Monmouth	Competitive	ATHGNJAH	6
Monmouth	Competitive	EATNNJEA	6
Monmouth	Competitive	EGTWNJET	6
Monmouth	Competitive	FRDLNJ01	6
Monmouth	Competitive	FRHDNJFH	4
Monmouth	Competitive	HOLMNJHO	6
Monmouth	Competitive	KNBGNJKE	6
Monmouth	Competitive	KYPTNJKY	5
Monmouth	Competitive	LGBRNJLB	6
Monmouth	Competitive	MDTWNJMD	6
Monmouth	Competitive	MNSQNJ01	6
Monmouth	Competitive	NPTUNJNT	6
Monmouth	Competitive	RBVLNJRB	6
Monmouth	Competitive	RDBKNJRB	5
Monmouth	Competitive	SPLKNJSL	6

(N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(3) New Jersey (Cont'd)

County	Status	SWC CLLI	Price Band	
Morris	Competitive	BNTNNJBN	5	
Morris	Competitive	DNVLNJRK	6	
Morris	Competitive	DOVRNJDO	6	
Morris	Competitive	MDSNNJMA	5	
Morris	Competitive	MNHMNJMD	6	
Morris	Competitive	MRTWNJMR	4	
Morris	Competitive	SMMTNJSM	5	
Morris	Competitive	SUCCNJSU	6	
Morris	Competitive	WDPTNJWP	6	
Morris	Competitive	WHIPNJWH	5	
Ocean	Non-Comp.	BCHNNJ01	6	
Ocean	Non-Comp.	BRGTNJ01	6	
Ocean	Non-Comp.	BYVLNJBV	6	
Ocean	Non-Comp.	EDVRNJ01	6	
Ocean	Non-Comp.	FKRVNJ01	6	
Ocean	Non-Comp.	HBVLNJ01	6	
Ocean	Non-Comp.	LKHRNJ01	6	
Ocean	Non-Comp.	LKWDNJLK	5	
Ocean	Non-Comp.	LVLTNJSP	6	
Ocean	Non-Comp.	MNHWNJ01	6	
Ocean	Non-Comp.	NEGPNJ01	6	
Ocean	Non-Comp.	PTPLNJPP	6	
Ocean	Non-Comp.	SRCYNJ01	6	
Ocean	Non-Comp.	TMRVNJTR	5	
Ocean	Non-Comp.	VNHSNJVH	6	
Ocean	Non-Comp.	WHNGNJ01	6	
Ocean	Non-Comp.	WOVLNJWO	6	
Passaic	Competitive	ERLKNJEL	6	
Passaic	Competitive	HLDNNJ01	5	
Passaic	Competitive	LTFLNJLF	6	
Passaic	Competitive	MTVWNJMV	5	
Passaic	Competitive	NFLDNJNF	6	
Passaic	Competitive	PSSCNJPS	4	
Passaic	Competitive	PTSNNJAR	5	
Passaic	Competitive	RVDLNJPL	5	
Passaic	Competitive	WMFRNJ01	6	
Salem	Competitive	EMERNJEM	6	
Salem	Competitive	PGRVNJPG	6	
Salem	Competitive	PNVLNJPV	6	
Salem	Competitive	SALMNJSA	6	
Salem	Competitive	WDTWNJWT	6	
Somerset	Competitive	BDBKNJBD	5	
Somerset	Competitive	BDMNNJ01	5	
Somerset	Competitive	BRVLNJBE	6	
Somerset	Competitive	MGTNNJMI	6	
Somerset	Competitive	NBWKNJNB	4	
Somerset	Competitive	NSHNNJ01	6	
Somerset	Competitive	PLFDNJPF	4	
Somerset	Competitive	SOVLNJSM	4	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(3) New Jersey (Cont'd)

County	Status	SWC CLLI	Price Band
Sussex	Competitive	LNNGNJHC	6
Sussex	Competitive	NTCNNJ01	6
Union	Competitive	CNFRNJCR	5
Union	Competitive	ELZBNJEL	4
Union	Competitive	LNDNNJ01	6
Union	Competitive	NWPVNJMH	6
Union	Competitive	RHWYNJRA	5
Union	Competitive	RSLLNJRL	5
Union	Competitive	UNINNJUV	5
Union	Competitive	WSFDNJWS	5
Warren	Competitive	HKTNNJHT	6
Warren	Competitive	PHBGNJPH	6
Warren	Competitive	WASHNJWA	6

(4) Pennsylvania

County	Status	SWC CLLI	Price Band
Allegheny	Competitive	BGVLPABR	6
Allegheny	Competitive	BLLVPABE	6
Allegheny	Competitive	BRDDPABR	6
Allegheny	Competitive	BTPKPABP	6
Allegheny	Competitive	CARNPACA	6
Allegheny	Competitive	CLRTPACL	6
Allegheny	Competitive	CRAFPACR	6
Allegheny	Competitive	CRPLPACO	6
Allegheny	Competitive	DRMTPADO	5
Allegheny	Competitive	DRVLPADO	6
Allegheny	Competitive	ELZBPAEL	6
Allegheny	Competitive	ELZTPAET	6
Allegheny	Competitive	GLNSPAGL	6
Allegheny	Competitive	GPIAPAMA	4
Allegheny	Competitive	GPIAPAMT	6
Allegheny	Competitive	HMSTPAHO	6
Allegheny	Competitive	IMPRPAIM	6
Allegheny	Competitive	MCPTPAMK	6
Allegheny	Competitive	MCRKPAMR	6
Allegheny	Competitive	MLVAPAMI	6
Allegheny	Competitive	MOVLPAMO	6
Allegheny	Competitive	OKDLPAOA	6
Allegheny	Competitive	OKMTPAOA	6
Allegheny	Competitive	PEHLPAPH	6
Allegheny	Competitive	PITBPAAL	5
Allegheny	Competitive	PITBPACA	6
Allegheny	Competitive	PITBPADT	4
Allegheny	Competitive	PITBPAEL	5
Allegheny	Competitive	PITBPANS	6 (N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band
Allegheny	Competitive	PITBPAOK	5
Allegheny	Competitive	PITBPASQ	5
Allegheny	Competitive	PLHSPAPH	6
Allegheny	Competitive	PYVLPAPE	4
Allegheny	Competitive	RBTPPART	6
Allegheny	Competitive	SHSAPASH	6
Allegheny	Competitive	SPDLPASP	6
Allegheny	Competitive	SWKYPASE	6
Allegheny	Competitive	TRCKPATC	6
Allegheny	Competitive	TRNTPATA	6
Allegheny	Competitive	WKBGPAWK	4
Allegheny	Competitive	WMFLPAWM	6
Allegheny	Competitive	WSVWPAWE	4
Beaver	Competitive	ALQPPAAL	6
Beaver	Competitive	AMBRPAAM	6
Beaver	Competitive	BADNPABA	6
Beaver	Competitive	BVFLPABF	6
Beaver	Competitive	ELCYPAEC	6
Beaver	Competitive	HOTWPAHO	6
Beaver	Competitive	MDLDPAMI	6
Beaver	Competitive	ROCHPARC	6
Berks	Competitive	FLWDPAFL	6
Berks	Competitive	HMBGPAHB	6
Berks	Competitive	KZTNPAKZ	6
Berks	Competitive	LRDLPALB	6
Berks	Competitive	RDNGPARE	5
Berks	Competitive	SHLNPASH	6
Berks	Competitive	SLWBPASL	6
Berks	Competitive	SNSPPASS	6
Blair	Competitive	ALNAPAAL	5
Blair	Competitive	BLWDPABE	6
Blair	Competitive	HLBGPAHO	6
Blair	Competitive	TYRNPATY	6

(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band
Bucks	Competitive	BCHMPABU	6
Bucks	Competitive	BMNSPABM	6
Bucks	Competitive	BRSTPABR	5
Bucks	Competitive	CHVLPACH	5
Bucks	Competitive	CRVVPACA	6
Bucks	Competitive	DYTWPADB	5
Bucks	Competitive	EDTNPAED	5
Bucks	Competitive	HTBOPAHB	5
Bucks	Competitive	LANGPALA	5
Bucks	Competitive	LNLXPALN	6
Bucks	Competitive	MRSLPAMV	6
Bucks	Competitive	NWHPPANH	6
Bucks	Competitive	NWTWPANW	6
Bucks	Competitive	PIVLPAPV	6
Bucks	Competitive	PRKSPAPE	6
Bucks	Competitive	PSVLPAPV	6
Bucks	Competitive	QKTWPAQT	6
Bucks	Competitive	RGVLPARI	6
Bucks	Competitive	SPTWPASP	6
Bucks	Competitive	TULYPATU	5
Bucks	Competitive	WGTNPAWR	5
Bucks	Competitive	YRDLPAYL	6
Butler	Competitive	ZLNPPAZE	6
Cambria	Competitive	BRBOPABA	6
Cambria	Competitive	CRSNPACR	6
Cambria	Competitive	CRTWPACA	6
Cambria	Competitive	EBNSPAEB	6
Cambria	Competitive	HSNGPAHA	6
Cambria	Competitive	PATNPAPA	6
Cambria	Competitive	PRTGPAPO	6
Carbon	Competitive	ABVLPAES	6
Carbon	Competitive	JMTHPAJT	6
Carbon	Competitive	LHTNPALE	6
Carbon	Competitive	NSQHPANE	6
Carbon	Competitive	WTHRPAWE	6 (N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band
Centre	Competitive	BLLFPABE	6
Centre	Competitive	BOALPABO	6
Centre	Competitive	CTHLPACH	6
Centre	Competitive	MLHMPAMI	6
Centre	Competitive	PHBGPAPH	6
Centre	Competitive	PLSGPAPG	6
Centre	Competitive	SPMLPASM	6
Centre	Competitive	STCGPAES	4
Centre	Competitive	SWSHPASS	6
Chester	Competitive	AVDLPAAV	6
Chester	Competitive	CSSPPACS	6
Chester	Competitive	CTVLPACV	6
Chester	Competitive	DWTWPADT	6
Chester	Competitive	EAGLPAEG	6
Chester	Competitive	EXTNPAEX	5
Chester	Competitive	GLNMPAGL	6
Chester	Competitive	HYBKPAHB	6
Chester	Competitive	KMVLPAKV	6
Chester	Competitive	KNSQPAKS	6
Chester	Competitive	LDNBPALB	6
Chester	Competitive	MNDNPAMH	6
Chester	Competitive	OXFRPAOX	6
Chester	Competitive	PAOLPAPA	4
Chester	Competitive	PGTWPAPT	6
Chester	Competitive	PRBGPAPB	6
Chester	Competitive	PRFDPAPF	6
Chester	Competitive	PXVLPAPV	6
Chester	Competitive	WCHSPAWC	4
Chester	Competitive	WGRVPAWG	6
Clarion	Competitive	CLARPACL	6
Clarion	Competitive	LEPRPALE	6
Clearfield	Competitive	CLFDPACL	6
Clearfield	Competitive	CRWVPACU	6
Clearfield	Competitive	DUBSPADU	6
Clearfield	Competitive	FCVLPAFR	6
Clearfield	Competitive	HTDLPAHZ	6
Clearfield	Competitive	MHFYPAMA	6
Clearfield	Competitive	OSMLPAES	6
Clearfield	Competitive	WDLDPAWO	6
Clearfield	Competitive	WNBRPAWI	6

(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Clinton	Competitive	LCHNPAES	6	
Clinton	Competitive	RENVPARE	6	
Clinton	Competitive	WLRCPAWO	6	
Columbia	Competitive	BEWKPABR	6	
Columbia	Competitive	BMBGPABL	6	
Columbia	Competitive	CTWSPAES	6	
Columbia	Competitive	MLVLPAMI	6	
Columbia	Competitive	NUMDPANU	6	
Cumberland	Competitive	CPHLPACH	6	
Cumberland	Competitive	ENOLPAEN	6	
Cumberland	Competitive	MBRGPAME	6	
Dauphin	Competitive	DAPHPADA	6	
Dauphin	Competitive	FSCKPAFC	6	
Dauphin	Competitive	HLFXPAHX	6	
Dauphin	Competitive	HRBGPAHA	4	
Dauphin	Competitive	HUMLPAHM	6	
Dauphin	Competitive	MDTNPAMI	6	
Dauphin	Competitive	PXTGPAPG	5	
Dauphin	Competitive	PXTNPAPA	5	
Dauphin	Competitive	SLTNPAST	4	
Delaware	Competitive	CHESPACA	6	
Delaware	Competitive	CHESPACB	6	
Delaware	Competitive	CHTTPACT	6	
Delaware	Competitive	GLLDPAGN	6	
Delaware	Competitive	KRLNPAKL	6	
Delaware	Competitive	LARCPALM	6	
Delaware	Competitive	LNSDPALD	6	
Delaware	Competitive	MEDIPAME	6	
Delaware	Competitive	RDPKPARP	6	
Delaware	Competitive	SPFDPASF	6	
Delaware	Competitive	WAYNPAWY	4	
Fayette	Competitive	BWVLPABR	6	(C)
Fayette	Competitive	CNLVPACO	6	|
Fayette	Competitive	DUNBPADU	6	|
Fayette	Competitive	DWSNPADA	6	|
Fayette	Competitive	FRCHPAFA	6	|
Fayette	Competitive	FRTNPAFA	6	|
Fayette	Competitive	FYCYPAFC	6	|
Fayette	Competitive	MCTWPAMC	6	|
Fayette	Competitive	MSTWPAMA	6	|
Fayette	Competitive	NWSLPANS	6	|
Fayette	Competitive	PRYPPAPE	6	|
Fayette	Competitive	PTMRPAPM	6	|
Fayette	Competitive	SMCKPASM	6	|
Fayette	Competitive	UNTNPAUN	6	(C)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Forest	Non-Comp.	ENDVPAEN	6	
Forest	Non-Comp.	MRVLPAMA	6	
Forest	Non-Comp.	TNSTPATI	6	
Huntingdon	Competitive	ALXNPAAX	6	
Huntingdon	Competitive	HNTGPAHU	6	
Huntingdon	Competitive	MTUNPAMU	6	
Huntingdon	Competitive	STSTPASS	6	
Huntingdon	Competitive	SXTNPASA	6	
Indiana	Competitive	BLCLPABL	6	
Indiana	Competitive	BLVIPABL	6	
Indiana	Competitive	BLVRPABO	6	
Indiana	Competitive	CHTRPACH	6	
Indiana	Competitive	CLYMPACL	6	
Indiana	Competitive	GLCMPAGL	6	
Indiana	Competitive	HMCYPAHO	6	
Indiana	Competitive	INDIPAIN	6	
Indiana	Competitive	MRCHPAMA	6	
Indiana	Competitive	MRCTPAMA	6	
Indiana	Competitive	PRWDPAPA	6	
Jefferson	Non-Comp.	BGRNPABR	6	
Jefferson	Non-Comp.	PUNXPAPU	6	
Jefferson	Non-Comp.	RYVLPARE	6	
Jefferson	Non-Comp.	SYVLPASY	6	
Lackawanna	Competitive	CRDLPACA	6	
Lackawanna	Competitive	JRMYPAJE	6	
Lackawanna	Competitive	MSCWPAMW	6	
Lackawanna	Competitive	OLYPPAOL	6	
Lackawanna	Competitive	SCTNPASC	4	
Lackawanna	Competitive	TAYLPATA	6	
Lancaster	Competitive	EPBGPAEP	6	
Lancaster	Competitive	LDVLPAES	6	
Lancaster	Competitive	LNCSPALA	4	
Lancaster	Competitive	MIVLPAMI	6	
Lancaster	Competitive	STBGPAES	6	
Lancaster	Competitive	WLSTPAWS	6	
Lawrence	Competitive	BSMRPABE	6	
Lawrence	Competitive	NWCSPANC	6	
Lawrence	Competitive	WMPMPAWA	6	(N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Lebanon	Competitive	ANVLPAAN	6	
Lebanon	Competitive	LBNNPAES	6	
Lebanon	Competitive	MTGRPAMG	6	
Lebanon	Competitive	PLMYPAPA	6	
Lehigh	Competitive	ALTWPAAL	4	
Lehigh	Competitive	ALTWPAMT	4	
Lehigh	Competitive	CTSQPACT	5	
Lehigh	Competitive	KHVLPAKU	6	
Lehigh	Competitive	SLTTPAES	6	
Luzerne	Competitive	BRCKPAES	6	
Luzerne	Competitive	FELDPAFR	6	
Luzerne	Competitive	GLLYPAGL	6	
Luzerne	Competitive	HZTNPAHZ	5	
Luzerne	Competitive	KGTNPAES	6	
Luzerne	Competitive	MNTPPAMO	6	
Luzerne	Competitive	MOSCPAMC	6	
Luzerne	Competitive	NNTCPANA	6	
Luzerne	Competitive	PLMOPAPL	6	
Luzerne	Competitive	PTTNPAPI	6	
Luzerne	Competitive	WHHNPAWH	6	
Luzerne	Competitive	WLBRPAWB	5	
Luzerne	Competitive	WYNGPAWY	6	
Lycoming	Competitive	HPVLPAHE	6	
Lycoming	Competitive	JRSHPAJS	6	
Lycoming	Competitive	MUVLPAES	6	
Lycoming	Competitive	WLPTPAWI	6	
McKean	Competitive	BRFRPABR	6	
McKean	Competitive	ELDDPAEL	6	
McKean	Competitive	KANEPAKA	6	
McKean	Competitive	MTJWPAMJ	6	
McKean	Competitive	PTALPAPA	6	
McKean	Competitive	REW PARE	6	
McKean	Competitive	SMPTPASM	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Mercer	Competitive	GNVLPAGR	6	
Mercer	Competitive	GVCYPAGR	6	
Mercer	Competitive	MRCRPAME	6	
Mercer	Competitive	SHRNPASH	5	
Mercer	Competitive	SRVLPASH	6	
Mercer	Competitive	WMDLPAWM	6	
Mifflin	Competitive	ALFAPAAL	6	
Mifflin	Competitive	LWTWPALE	6	
Mifflin	Competitive	MVTWPAES	6	
Monroe	Competitive	CRESPAES	6	
Monroe	Competitive	MRCKPAMC	6	
Monroe	Competitive	MTPCPAMP	6	
Monroe	Competitive	SRBGPAST	5	
Monroe	Competitive	TBYHPATO	6	
Monroe	Competitive	TNVLPATA	6	
Montgomery	Competitive	AMBLPAAM	5	
Montgomery	Competitive	ARMRPAAR	6	
Montgomery	Competitive	BCYNPABC	5	
Montgomery	Competitive	BRYMPABM	6	
Montgomery	Competitive	BTHYPABH	6	
Montgomery	Competitive	CGVLPACL	6	
Montgomery	Competitive	CNPNPACE	6	
Montgomery	Competitive	CNSHPACN	5	
Montgomery	Competitive	FTWSPAFW	4	
Montgomery	Competitive	GRLAPAGL	6	
Montgomery	Competitive	HRLVPAHV	6	
Montgomery	Competitive	JENKPAJK	5	
Montgomery	Competitive	KGPRPAKP	4	
Montgomery	Competitive	LNDLPALD	6	
Montgomery	Competitive	NRTWPANR	5	
Montgomery	Competitive	NWLSPANW	6	
Montgomery	Competitive	PHLAPACH	5	
Montgomery	Competitive	PNBGPAPB	6	
Montgomery	Competitive	PTTWPAPT	5	
Montgomery	Competitive	RYFRPARF	6	
Montgomery	Competitive	SCHWPASV	6	
Montgomery	Competitive	SDTNPASD	6	
Montgomery	Competitive	TRPRPATR	5	
Montgomery	Competitive	WLGRPAWG	5	
Montour	Competitive	DAVLPADA	6	
Montour	Competitive	WSHVPAWA	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Northampton	Competitive	BATHPABT	6	
Northampton	Competitive	BHLHPABE	4	
Northampton	Competitive	ESTNPAEA	5	
Northampton	Competitive	HLTWPAHE	6	
Northampton	Competitive	NATNPANR	6	
Northampton	Competitive	NZRTPANA	5	
Northumberland	Non-Comp.	EYBGPAEL	6	
Northumberland	Non-Comp.	KLMTPAKU	6	
Northumberland	Non-Comp.	MLTNPAMI	6	
Northumberland	Non-Comp.	MTCRPAMC	6	
Northumberland	Non-Comp.	NRLDPAAA	6	
Northumberland	Non-Comp.	SHMKPASH	6	
Northumberland	Non-Comp.	SNBYPASU	6	
Philadelphia	Competitive	PHLAPABA	5	
Philadelphia	Competitive	PHLAPADB	5	
Philadelphia	Competitive	PHLAPADE	4	
Philadelphia	Competitive	PHLAPAEV	4	
Philadelphia	Competitive	PHLAPAEW	6	
Philadelphia	Competitive	PHLAPAGE	5	
Philadelphia	Competitive	PHLAPAIV	6	
Philadelphia	Competitive	PHLAPAJE	5	
Philadelphia	Competitive	PHLAPAKR	6	
Philadelphia	Competitive	PHLAPALO	4	
Philadelphia	Competitive	PHLAPAMK	4	
Philadelphia	Competitive	PHLAPAMY	5	
Philadelphia	Competitive	PHLAPAOR	5	
Philadelphia	Competitive	PHLAPAPE	4	
Philadelphia	Competitive	PHLAPAPI	5	
Philadelphia	Competitive	PHLAPAPO	5	
Philadelphia	Competitive	PHLAPARE	6	
Philadelphia	Competitive	PHLAPASA	6	
Philadelphia	Competitive	PHLAPASH	5	
Philadelphia	Competitive	PHLAPATR	5	
Philadelphia	Competitive	PHLAPAWV	5	
Pike	Competitive	BSHKPABU	6	(C)
Pike	Competitive	HWLYPAHW	6	|
Pike	Competitive	LDVYPALV	6	|
Pike	Competitive	NFLDPANE	6	|
Pike	Competitive	WLPKPAES	6	(C)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band	
Potter	Competitive	AUSTPAAU	6	
Potter	Competitive	CDPTPACO	6	
Potter	Competitive	GATNPAGA	6	
Potter	Competitive	RLTTPARO	6	
Potter	Competitive	ULYSPAUL	6	
Schuylkill	Competitive	ASLDPAAL	6	(C)
Schuylkill	Competitive	FAVLPAFR	6	|
Schuylkill	Competitive	GIVLPAGR	6	|
Schuylkill	Competitive	MCADPAMC	6	|
Schuylkill	Competitive	MHCYPAMC	6	|
Schuylkill	Competitive	MNVIPAMI	6	|
Schuylkill	Competitive	NWPHPANP	6	|
Schuylkill	Competitive	ORBGPAOR	6	|
Schuylkill	Competitive	PTTVPAPO	5	|
Schuylkill	Competitive	SCHNPASC	6	|
Schuylkill	Competitive	SHNDPASH	6	|
Schuylkill	Competitive	TAMQPATA	6	(C)
Warren	Competitive	RSSLPARU	6	
Warren	Competitive	SGGVPASG	6	
Warren	Competitive	TIDTPATI	6	
Warren	Competitive	WRRNPAWA	6	
Warren	Competitive	YNVLPAYO	6	
Washington	Competitive	AVLAPAAV	6	
Washington	Competitive	BTTWPABU	6	
Washington	Competitive	CHRLPACH	6	
Washington	Competitive	CLFRPACA	6	
Washington	Competitive	CLVIPACL	6	
Washington	Competitive	CNBGPACA	6	
Washington	Competitive	FLYVPAFI	6	
Washington	Competitive	MCDDPAMC	6	
Washington	Competitive	MCMRPAMC	6	
Washington	Competitive	MNGHPAMO	6	
Washington	Competitive	WALXPAWA	6	
Washington	Competitive	WASHPAWA	6	
Wayne	Non-Comp.	HMLNPAHM	6	
Wayne	Non-Comp.	HSDLPAHO	6	
Wayne	Non-Comp.	LKARPALA	6	
Wayne	Non-Comp.	LKCMPALC	6	

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(4) Pennsylvania (Cont'd)

County	Status	SWC CLLI	Price Band
Westmoreland	Competitive	BLVNPABV	6
Westmoreland	Competitive	DNRAPADO	6
Westmoreland	Competitive	DRRYPADE	6
Westmoreland	Competitive	GNBGPAGR	6
Westmoreland	Competitive	HERMPAHE	6
Westmoreland	Competitive	IRWNPAIR	6
Westmoreland	Competitive	JNNTPAJE	6
Westmoreland	Competitive	LGNRPALI	6
Westmoreland	Competitive	LTRBPALA	6
Westmoreland	Competitive	MONSPAMO	6
Westmoreland	Competitive	MTPTPAMP	6
Westmoreland	Competitive	NWFLPANF	6
Westmoreland	Competitive	NWKNPANK	6
Westmoreland	Competitive	NWSTPANS	6
Westmoreland	Competitive	SCDLPASC	6
Westmoreland	Competitive	WNTNPAWN	6
York	Competitive	NCLDPANC	5

(5) Virginia

County	Status	SWC CLLI	Price Band
Accomack	Non-Comp.	CNCTVACT	6
Accomack	Non-Comp.	EXMRVAEX	6
Accomack	Non-Comp.	ONNCVAON	6
Accomack	Non-Comp.	PRKSVAPK	6
Accomack	Non-Comp.	TMVLVATV	6
Accomack	Non-Comp.	TNGRVATG	6
Albemarle	Competitive	GNWDVAGW	6
Alexandria	Competitive	ALXNVAAX	4
Alexandria	Competitive	ALXNVABA	4
Alexandria	Competitive	ALXNVACN	5
Amherst	Competitive	LYBGVACH	5
Amherst	Competitive	LYBGVACV	6
Amherst	Competitive	LYBGVAMH	6
Arlington	Competitive	ARTNVAAR	4
Arlington	Competitive	ARTNVACK	4
Arlington	Competitive	ARTNVACY	5
Arlington	Competitive	ARTNVAFC	5
Augusta	Competitive	CCVLVACH	6
Augusta	Competitive	STDRVASD	6
Augusta	Competitive	STTNVAST	6
Augusta	Competitive	STTNVAVE	6 (N)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band
Bedford	Competitive	BDFRVABD	6
Bedford	Competitive	BGISVABI	6
Bedford	Competitive	LYBGVANL	6
Bedford	Competitive	SNMTVASM	6
Bedford	Competitive	SWVLVASV	6
Botetourt	Competitive	BCHNVABH	6
Botetourt	Competitive	RONKVABS	6
Buchanan	Competitive	DVPTVADP	6
Campbell	Competitive	CNCRVACN	6
Campbell	Competitive	LYBGVAYB	6
Charles City	Competitive	CHCYVACC	6
Chesapeake	Competitive	CHSKVADC	6
Chesapeake	Competitive	CHSKVAGU	6
Chesapeake	Competitive	PTMOVAHF	6
Chesapeake	Competitive	VRBHVACT	6
Chesterfield	Competitive	BTHIVABT	6
Chesterfield	Competitive	CHESVACR	6
Chesterfield	Competitive	CLHGVACO	6
Chesterfield	Competitive	MDLTVAMD	6
Chesterfield	Competitive	PTBGVACD	6
Chesterfield	Competitive	RCMDVACG	6
Chesterfield	Competitive	RCMDVAIT	6
Chesterfield	Competitive	RCMDVALS	5
Clarke	Competitive	BEVLVABV	6
Clarke	Competitive	BOYCVABY	6
Culpeper	Competitive	CLPPVACU	6
Culpeper	Competitive	CLPPVAGR	6
Culpeper	Competitive	CLPPVALI	6
Culpeper	Competitive	CLPPVARV	6
Cumberland	Non-Comp.	CMLDVACU	6
Cumberland	Non-Comp.	CRVLVACV	6 (N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band	
Dickenson	Non-Comp.	CLNCVACL	6	
Dickenson	Non-Comp.	CLWDVACW	6	
Dickenson	Non-Comp.	DANTVADA	6	
Dickenson	Non-Comp.	HYSIVAHY	6	
Dinwiddie	Non-Comp.	DNWDVADW	6	
Dinwiddie	Non-Comp.	MCKYVAMK	6	
Dinwiddie	Non-Comp.	WHOKVAWO	6	
Fairfax	Competitive	ALXNVAAD	5	
Fairfax	Competitive	ALXNVABR	6	
Fairfax	Competitive	ALXNVAFR	6	
Fairfax	Competitive	ALXNVAMV	5	
Fairfax	Competitive	CNVIVACT	4	
Fairfax	Competitive	FLCHVAMF	5	
Fairfax	Competitive	FRFXVABF	5	
Fairfax	Competitive	FRFXVACL	5	
Fairfax	Competitive	FRFXVAFF	4	
Fairfax	Competitive	GRFLVAGF	6	
Fairfax	Competitive	GVTNVAGR	6	
Fairfax	Competitive	HRNDVADU	5	
Fairfax	Competitive	HRNDVAHE	4	
Fairfax	Competitive	LRTNVAGU	6	
Fairfax	Competitive	MCLNVALV	4	
Fairfax	Competitive	RSTNVAFM	4	
Fairfax	Competitive	SLLYVADD	5	
Fairfax	Competitive	SPFDVASP	5	
Fairfax	Competitive	VINNVAVN	6	
Fauquier	Non-Comp.	CALVVACA	6	
Fauquier	Non-Comp.	MRSHVAMA	6	
Fauquier	Non-Comp.	RMTNVARE	6	
Fauquier	Non-Comp.	THPLVATP	6	
Fauquier	Non-Comp.	UPVLVAUP	6	
Fauquier	Non-Comp.	WRTNVAWR	5	
Frederick	Competitive	GNBOVAGA	6	
Frederick	Competitive	STCYVASC	6	
Frederick	Competitive	WNCHVANM	6	
Frederick	Competitive	WNCHVAWC	5	
Giles	Non-Comp.	NRWSVANA	6	
Giles	Non-Comp.	PRBGVAPB	6	
Goochland	Competitive	FIFEVAFI	6	
Goochland	Competitive	GCLDVAGO	6	
Goochland	Competitive	MNKNVAMN	6	(N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band	
Halifax	Non-Comp.	CLVRVACL	6	
Hampton	Competitive	HMPNVAAB	5	
Hampton	Competitive	HMPNVAQN	4	
Hampton	Competitive	HMPNVAWD	6	
Hanover	Competitive	ASLDVAAS	6	
Hanover	Competitive	MCHVVAMV	6	
Hanover	Competitive	RCMDVATC	6	
Hanover	Competitive	RKVLVARK	6	
Henrico	Competitive	RCMDVAGK	6	
Henrico	Competitive	RCMDVAGY	6	
Henrico	Competitive	RCMDVAHR	6	
Henrico	Competitive	RCMDVAHS	6	
Henrico	Competitive	RCMDVAPE	5	
Henrico	Competitive	RCMDVAPS	5	
Henrico	Competitive	RCMDVARA	6	
Henrico	Competitive	RCMDVASN	6	
Henrico	Competitive	SNTNVASS	6	
Henrico	Competitive	VARNVAVR	6	
James City	Competitive	TOANVATO	6	
James City	Competitive	WLBGVAWM	5	
King William	Non-Comp.	WSPNVAWP	6	
Lee	Non-Comp.	JNVLVAJV	6	
Lee	Non-Comp.	PNGPVAPG	6	
Lee	Non-Comp.	RSHLVALE	6	
Lee	Non-Comp.	STCHVASC	6	
Loudoun	Competitive	ASBNVAAS	6	
Loudoun	Competitive	BLMTVABM	6	
Loudoun	Competitive	HLBOVAHB	6	
Loudoun	Competitive	HRNDVAST	5	
Loudoun	Competitive	LSBGVALB	5	
Loudoun	Competitive	LVVLVALV	6	
Loudoun	Competitive	MDBGVAMI	6	
Loudoun	Competitive	PCVLVAPV	6	
Loudoun	Competitive	WTFRVAWT	6	(N)

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band	
Louisa	Non-Comp.	BCKNVABC	6	
Louisa	Non-Comp.	GOVLVAGV	6	
Louisa	Non-Comp.	LOUSVALU	6	
Louisa	Non-Comp.	MNRLVAML	6	
Lynchburg	Competitive	LYBGVAOF	6	
Lynchburg	Competitive	LYBGVATM	6	
Madison	Competitive	CGVLVACL	6	
Madison	Competitive	MDSNVAMA	6	
Montgomery	Competitive	BLBGVABB	5	
Montgomery	Competitive	CRBGVACB	6	
Montgomery	Competitive	SHVLVASW	6	
Nelson	Competitive	LVTNVALN	6	
Nelson	Competitive	NLFRVANF	6	
Nelson	Competitive	PNRVVAPR	6	
Nelson	Competitive	WNTRVAWG	6	
New Kent	Competitive	PRFRVAPF	6	
New Kent	Competitive	QNTNVAQN	6	
Newport News	Competitive	NWNWVAHU	6	
Newport News	Competitive	NWNWVAHV	6	
Newport News	Competitive	NWNWVAND	6	
Newport News	Competitive	NWNWVAYK	6	
Norfolk	Competitive	NRFLVABL	6	
Norfolk	Competitive	NRFLVABS	4	
Norfolk	Competitive	NRFLVAGS	5	
Norfolk	Competitive	NRFLVAOV	6	
Norfolk	Competitive	NRFLVASP	6	
Norfolk	Competitive	NRFLVAWC	5	
Norfolk City	Competitive	NRFLVAOD	4	
Northampton	Non-Comp.	CPCHVACC	6	
Northampton	Non-Comp.	ETVLVAEV	6	
Orange	Non-Comp.	ORNGVAOR	6	
Orange	Non-Comp.	UNVLVAUV	6	
Pittsylvania	Non-Comp.	CHHMVACH	6	
Pittsylvania	Non-Comp.	DAVLVADA	6	
Pittsylvania	Non-Comp.	DAVLVAFP	6	
Pittsylvania	Non-Comp.	DAVLVAWE	6	
Poquoson	Competitive	HMPNVADC	6	(N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd) (N)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band
Portsmouth	Competitive	PTMOVAHS	6
Powhatan	Competitive	PWHTVAPW	6
Prince George	Non-Comp.	HPWLVAHW	6
Prince George	Non-Comp.	PTBGVAPB	5
Pulaski	Competitive	DBLNVADU	6
Pulaski	Competitive	PLSKVAPU	6
Pulaski	Competitive	RDFRVARA	6
Rappahannock	Non-Comp.	SRVLVASP	6
Richmond City	Competitive	RCMDVAGR	4
Richmond City	Competitive	RCMDVAHL	5
Richmond City	Competitive	RCMDVASR	4
Roanoke	Competitive	RONKVABK	6
Roanoke	Competitive	RONKVACS	6
Roanoke	Competitive	RONKVACV	6
Roanoke	Competitive	RONKVAGC	6
Roanoke	Competitive	SALMVAFL	6
Roanoke	Competitive	SALMVAMC	6
Roanoke	Competitive	SALMVASA	6
Roanoke City	Competitive	RONKVALK	4
Rockbridge	Non-Comp.	CRVIVACV	6
Russell	Competitive	DCVLVADV	6
Russell	Competitive	HNKRVAHK	6
Russell	Competitive	LBNNVALB	6
Russell	Competitive	LBNNVARD	6
Russell	Competitive	STPLVASP	6
Russell	Competitive	SWCKVASC	6
Spotsylvania	Competitive	BKBGVABB	6
Spotsylvania	Competitive	FRBGVALH	6
Spotsylvania	Competitive	SPTSVASP	6
Stafford	Competitive	FRBGVAFB	5
Stafford	Competitive	HRWDVAHW	6 (N)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.8 Competitive and Non-Competitive Counties (Cont'd)
(C) Counties (Cont'd)
(5) Virginia (Cont'd)

County	Status	SWC CLLI	Price Band
Suffolk	Competitive	CHSKVACD	6
Suffolk	Competitive	DRVRVADR	6
Suffolk	Competitive	SFFLVASK	6
Suffolk	Competitive	WHVLVAWH	6
Sussex	Non-Comp.	WVRLVAWV	6
Virginia Beach	Competitive	VRBHVACC	5
Virginia Beach	Competitive	VRBHVAGN	6
Virginia Beach	Competitive	VRBHVAIL	6
Virginia Beach	Competitive	VRBHVAIR	5
Virginia Beach	Competitive	VRBHVAPT	5
Virginia Beach	Competitive	VRBHVARC	6
Virginia Beach	Competitive	VRBHVASR	6
Virginia Beach	Competitive	VRBHVAVB	5
Wise	Non-Comp.	APLCVAAP	6
Wise	Non-Comp.	BSGPVABG	6
Wise	Non-Comp.	COBNVACB	6
Wise	Non-Comp.	NRTNVANO	6
Wise	Non-Comp.	PONDVAPO	6
Wise	Non-Comp.	WISEVAWI	6
York	Competitive	NWNWVAJF	5

(6) District of Columbia

County	Status	SWC CLLI	Price Band
DC	Competitive	WASHDCAC	6
DC	Competitive	WASHDCBK	6
DC	Competitive	WASHDCBN	6
DC	Competitive	WASHDCCH	6
DC	Competitive	WASHDCDN	4
DC	Competitive	WASHDCDP	4
DC	Competitive	WASHDCFI	6
DC	Competitive	WASHDCGG	4
DC	Competitive	WASHDCGT	4
DC	Competitive	WASHDCLC	5
DC	Competitive	WASHDCMO	4
DC	Competitive	WASHDCMT	4
DC	Competitive	WASHDCSE	6
DC	Competitive	WASHDCSW	4
DC	Competitive	WASHDCWL	4

(D)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center
14.9.1 Feature Group A
FGA is no longer available as specified in the following table: (M)

Service No Longer Available On or After:	Wire Center:	
3/15/2019	Newark, DE (NWRKDENB)	Ambler PA (AMBLPAAM)
	Bethesda, MD (CHCHMDBE)	Baldwin PA (PHLAPABA)
	Columbia, MD (CLMAMDCB)	Bethel Park PA (BTPKPABP)
	Glen Burnie, MD (GLBRMDGL)	Camp Hill PA (CPHLPACH)
	Rockville, MD (RKVLMDRV)	Carnegie PA (CARNPACA)
	Towson, MD (TWSNMDTW)	Conshohocken PA (CNSHPACN)
	Asbury Park NJ (ASPKNJAP)	Dewey PA (PHLAPADE)
	Bergen, NJ (JRCYNJBR)	Dormont, PA (DRMTPADO)
	Berlin, NJ (BRLNNJBR)	Doylestown PA (DYTWPADB)
	Bloomfield, NJ (BLFDNJBL)	East Liberty PA (PITBPAEL)
	Bound Brook NJ (BDBKNJBD)	Eddington PA (EDTNPAED)
	Cape May Courthouse, NJ (CMCHNJCH)	Enola PA (ENOLPAEN)
		Germantown PA (PHLAPAGE)
	Collingswood NJ (CLWDNJCW)	Glenolden, PA (GLLDPAGN)
	Cranford, NJ (CRFRNJCR)	Ivyridge PA (PHLAPAIV)
	East Dover, NJ (EDVRNJ01)	Jefferson, PA (PHLAPAJE)
	East Orange, NJ (EORNNJEO)	Jenkintown, PA (JENKPAJK)
	Englewood NJ (ENWDNJEN)	Kirklyn, PA (KRLNPAKL)
	Ewing, NJ (ENVLNJEW)	Knights Rd, PA (PHLAPAKR)
	Freehold, NJ (FRHDNJFH)	Lansdale PA (LNDLPALD)
	Glassboro NJ (GLBONJGB)	Lansdowne PA (LNSDPALD)
	Hackensack, NJ (HCKNNJHK)	Line Lexington PA
	Haddonfield, NJ (HDFDNJHD)	(LNLXPALN)
	Irvington Essex Bldg NJ	Mayfair, PA (PHLAPAMY)
	(IVTNNJES)	Mechanicsburg, PA
	Journal Sq, NJ (JRCYNJJO)_	(MBRGPAME)
	Keyport NJ (KYPTNJKY)	Middletown PA (MDTNPAMI)
	Leonia NJ (FTLENJLE)	Oakland PA (PITBPAOK)
	Livingston NJ (LVTNNJLI)	Orchard PA (PHLAPAOR)
	Marlton, NJ (MARLNJMA)	Paxtonia PA (PXTNPAPA)
	Mays Landing NJ (MLDGNJ01)	Pilgrim, PA (PHLAPAPI)
	Medford, NJ (MDFDNJ01)	Poplar PA (PHLAPAPO)
	Merchantville, NJ	Pottstown PA (PTTWPAPT)
	(MHVLNJME)	Steelton PA (SLTNPAST)
	Montclair NJ (MTCLNJMC)	Tullytown, PA (TULYPATU)
	Morristown, NJ (MRTWNJMR)	Turtle Creek, PA
	New Brunswick, NJ	(TRCKPATC)
	(NBWKNJNB)	Wilkinsburg, PA (WKBGPAWK)
	Pennington NJ (PNTNNJPN)	Columbia Pike, VA
	Perth Amboy NJ (PAMBNJPM)	(ARTNVACK)
	Red Bank, NJ (RDBKNJRB)	Falls Church VA (ARTNVAFC)
	Ridgewood NJ (RGWDNJRW)	Fox Mill Rd, VA (RSTNVAFM)
	Roselle NJ (RSLLNJRL)	Great Neck Rd, VA
	Salem NJ (SALMNJSA)	(VRBHVAGN)
	Somerville, NJ (SOVLNJSM)	Indian Lakes VA (VRBHVAIL)
	Toms River, NJ (TMRVNJTR)	Merrifield, VA (FLCHVAMF)
	Union City, NJ (UNCYNJ02)	Rich – Stuart Avenue, VA
	Wall, NJ (MNSQNJ01)	(RCMDVASR)
	Woodbury, NJ (WDBYNJWB)	Second Ave VA (RCMDVASN)
	Allentown, PA (PITBPAAL)	Springfield, VA (SPFDVASP)

(M)

Material on this page formerly appeared on Original Pages 6-49.1.

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Angola, DE (ANGLDEAN) Bridgeville, DE (BGVLDEBG) Camden, DE (CMDNDECD) Dover, DE (DOVRDEDV) Hockessin, DE (HCKSDEHC) Holly Oak, DE (HLOKDEHL) Lewes, DE (LEWSDELW) Marshallton, DE (MSTNDEMA) Middletown, DE (MDTWDEMT) New Castle, DE (NWCSDENC) Ocean View, DE (OCVWDEOC) Penn Rose, DE (WLMGDEPR) Smyrna, DE (SMYRDESM) Talleyville, DE (TLVLDETV) Wilmington, DE (WLMGDEWL) Wrangle Hill, DE (WRHLDEWH) Aberdeen, MD (ABRDMDAB) Allentown, MD (ALTWMDAT) Annapolis, MD (ANNPMDAN) Arbutus, MD (ARBTMDAR) Armiger, MD (ARMGMDAR) Baden, MD (BADNMDBN) Bel Air, MD (BLARMDBL) Beltsville, MD (BTVLMDBV) Berwyn, MD (CLPKMDBW) Bowie, MD (BOWIMDBO) Bradley, MD (BTHSMDBD) Brandywine, MD (BRNDMDBE) Brooklyn, MD (BRKLMDBK) Brunswick, MD (BRWKMDBR) Bryans Road, MD (BRRDMDBR) Catonsville, MD (CTVLMDCT) Central Ave, MD (CPHGMDCA) Chapel Hill, MD (FTWSMDCP) Charles St, MD (BLTMMDCH) Chase, MD (CHASMDCH) Chillum, MD (HYVLMDCM)

(C)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	**Moves, adds or changes are permitted:**	**Moves, adds or changes are no longer permitted effective:**	**Service No Longer Available on or After:**	**Wire Center:**
1/15/2020	N/A	1/15/2020	8/31/2020	Church Rd, MD (UPMRMDCC) Clarksville, MD (CLVLMDCE) Clinton, MD (CLTNMDCL) Cockeysville, MD (CYVLMDCK) Colesville, MD (SLSPMDCV) Crofton, MD (COTNMDCR) Damascus, MD (DMSCMDDE) Dorrs Corner, MD (DRCRMDDC) Dundalk, MD (DNDLMDDN) Edgewood, MD (EDWDMDEG) Edmondson, MD (BLTMMDED) Elkridge, MD (EKRGMDEL) Ellicott City, MD (ELCYMDEL) Essex, MD (ESSXMDEX) Fork, MD (FORKMDFK) Frankford, MD (BLTMMDFR) Frederick, MD (FRDRMDFR) Friendship, MD (FPATMDFR) Gaithersburg, MD (GTBGMDGB) Galesville, MD (GLVLMDGL) Germantown, MD (GMTWMDGN) Hagerstown, MD (HGTWMDHG) Hamilton, MD (BLTMMDHM) Havre de Grace, MD (HDGRMDHV) Hunt Valley, MD (CYVLMDDA) Hyattsville, MD (HYVLMDHY) Indian Head, MD (INHDMDIN) Jarrettsville, MD (JRVLMDJE) Landover, MD (LDVRMDLO) Lanham, MD (LNHMMDLN) Laplata, MD (LPLTMDLA) Laurel, MD (LARLMDLR) Lexington Park, MD (LXPKMDLX) Liberty, MD (BLTMMDLB) Madison, MD (BLTMMDMD) Manor, MD (MANRMDMN) Marlboro, MD (MRBOMDMB)

(C)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Mayo, MD (MAYOMDMY) Montrose, MD (RKVLMDMR) Mount Airy, MD (MTARMDMA) Muirkirk, MD (MRKKMDMK) New Glenwood, MD (GLWDMDGD) Norbeck, MD (SLSPMDNB) North Point, MD (NRPNMDNP) Northwood, MD (SLSPMDNW) Oakdale, MD (OLNYMDOK) Odenton, MD (ODTNMDON) Owen Brown, MD (CLMAMDOB) Owings Mills MD (OWMLMDOM) Oxon Hill, MD (OXHLMDOH) Parkville, MD (PKVLMDPK) Parkway, MD (EKRGMDPK) Parole, MD (PARLMDPA) Perry Hall, MD (PRHLMDPH) Pikesville, MD (PIVLMDPK) Piney Orchard, MD (ODTNMDPO) Poolesville MD (PLVLMDPV) Randallstown, MD (RNTWMDRA) Reistertown MD (RSTWMDRS) Riggs Road, MD (HYVLMDRI) Severna Park, MD (SVPKMDSP) Silver Spring, MD (SLSPMDSS) Snowden River, MD (CLMAMDSR) St Margarets, MD (STMRMDSM) Suitland, MD (STLDMDSL) Temple Hills, MD (TMHLMDTH) University, MD (BLTMMDUV) Waldorf, MD (WDRFMDWD) Wheaton, MD (WHTNMDWT) White Marsh MD (WHMRMDWM) Wildwood, MD (BTHSMDWW) Winters Run MD (WNRNMDWN) Wolfe, MD (BLTMMDWL) Wood Acres, MD (BTHSMDWA)

(C)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Woodlawn, MD (WDLWMDWL) York Road, MD (BLTMMDYK) Allentown, NJ (ALTWNJAL) Atlantic Highlands, NJ (ATHGNJAH) Avalon, NJ (AVLNNJ01) Bayonne, NJ (BYNNNJ02) Bedminster, NJ (BDMNNJ01) Belleville, NJ (BLVLNJBE) Bernardsville, NJ (BRVLNJBE) Boonton, NJ (BNTNNJBN) Bordentown, NJ (BNTNNJBN) Bridgeton, NJ (BGTNNJBG) Browns Mills, NJ (BWMLNJ01) Caldwell, NJ (CLWLNJCW) Camden, NJ (CMDNNJCE) Cherry Hill NJ (CRHLNJCH) Cliffside, NJ (CFPKNJCS) Clifton, NJ (CFTNNJCF) Closter, NJ (CLSTNJCO) Dover, NJ (DOVRNJDO) Dumont, NJ (DUMTNJDM) Eatontown, NJ (EATNNJEA) Edison, NJ (EDSNNJED) Egg Harbor, NJ (EHCYNJEH) Elizabeth, NJ (ELZBNJEL) Englishtown NJ (EGTWNJET) Fair Lawn, NJ (FRLNNJFL) Fairfield, NJ (FRFDNJFA) Franklin Park, NJ (FNPKNJFP) Gloucester, NJ (GLCYNJGL) Haledon, NJ (HLDNNJ01) Hammonton, NJ (HMTNNJHA) Hightstown, NJ (HITNNJHI) Holmdel, NJ (HOLMNJHO) Hopewell, NJ (HPWLNJHP) Humboldt, NJ (NWRKNJ03) Ironbound, NJ (NWRKNJIR) Jamesburg, NJ (JMBGNJJA)	(C)

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14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Keansburg, NJ (KNBGNJKE) Kearny, NJ (KRNYNJKN) Lakehurst, NJ (LKHRNJ01) Lakewood, NJ (LKWDNJLK) Little Falls, NJ (LTFLNJLF) Little Ferry, NJ (LTFYNJLF) Long Branch NJ (LGBRNJLB) Madison, NJ (MDSNNJMA) Market, NJ (NWRKNJ02) Mendham, NJ (MNHMNJMD) Mercerville, NJ (MCVLNJMC) Middletown, NJ (MDTWNJMD) Millburn, NJ (MLBNNJMB) Millington, NJ (MGTNNJMI) Monmouth Junction, NJ (MNJTNJ01) Moorestown, NJ (MSTWNJMO) Mount Holly NJ (MTHLNJMH) Murray Hill NJ (NWPVNJMH) Neptune, NJ (NPTUNJNT) New Egypt, NJ (NEGPNJ01) No. Bergen, NJ (NBRGNJNB) Nutley, NJ (NTLYNJNU) Oakland, NJ (OKLDNJ01) Oradell, NJ (RVEDNJOR) Passaic, NJ (PSSCNJPS) Paterson, NJ (PTSNNJAR) Pemberton, NJ (PMTNNJPB) Penns Neck, NJ (PNNKNJPN) Plainfield, NJ (PLFDNJPF) Pleasantville, NJ (PSVLNJPL) Point Pleasant, NJ (PTPLNJPP) Pompton Lakes, NJ (RVDLNJPL) Princeton, NJ (PRTNNJPC) Prospect Plains, NJ (PRPLNJPA) Rahway, NJ (RHWYNJRA) Ramsey, NJ (RMSYNJRM) Rochelle Park, NJ (RCPKNJ02) Rockaway, NJ (DNVLNJRK)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:	
1/15/2020	N/A	1/15/2020	8/31/2020	Rutherford, NJ (RTFRNJRU) Seaside Park, NJ (LVLTNJSP) South Amboy NJ (SYRVNJSA) South Orange, NJ (SORGNJSO) Spotswood, NJ (SPWDNJSW) Spring Lake NJ (SPLKNJSL) Succasunna, NJ (SUCCNJSU) Summit, NJ (SMMTNJSM) Swedesboro, NJ (SWBONJSW) Trenton, NJ (TRENNJTE) Unionville, NJ (UNINNJUV) Van Hiesville, NJ (VNHSNJVH) Villas, NJ (VLLSNJ02) Vincentown, NJ (VNTWNJ01) Vineland, NJ (VNLDNJVL) Waverley, NJ (NWRKNJWA) West Orange NJ (WORNNJWO) West Osbornville, NJ (WOVLNJWO) Westfield, NJ (WSFDNJWS) Westwood, NJ (HLDLNJWE) Whippany, NJ (WHIPNJWH) White Horse NJ (WHHRNJWH) Williamstown, NJ (WLTWNJ02) Willingboro NJ (WLBONJWB) Woodbridge, NJ (WDBRNJWD) Wrightstown NJ (WRTWNJFD) Wyckoff, NJ (WYCKNJWK) Allentown, PA (ALTWPAAL) Ambridge, PA (AMBRPAAM) Ardmore, PA (ARMRPAAR) Avondale, PA (AVDLPAAV) Bala Cynwyd PA (BCYNPABC) Bedminster, PA (BMNSPABM) Bellevue, PA (BLLVPABE) Bethayres, PA (BTHYPABH) Bethlehem, PA (BHLHPABE) Braddock, PA (BRDDPABR) Bridgeville PA (BGVLPABR) Bristol, PA (BRSTPABR) Bryn Mawr, PA (BRYMPABM)	(C)

(Issued under Transmittal No. 1410)

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

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Buckingham, PA (BCHMPABU) Canonsburg, PA (CNBGPACA) Carrick, PA (PITBPACA) Carversville PA (CRVVPACA) Center Point PA (CNPNPACE) Chester A, PA (CHESPACA) Chester B, PA (CHESPACB) Chester Hts PA (CHTTPACT) Chester Sp, PA (CSSPPACS) Chestnut Hill, PA (PHLAPACH Churchville PA (CHVLPACH) Clairton, PA (CLRTPACL) Coatesville PA (CTVLPACV) Collegeville, PA (CGVLPACL) Coraopolis, PA (CRPLPACO) Crafton, PA (CRAFPACR) Davenport, PA (PHLAPADB) Donora, PA (DNRAPADO) Dorseyville PA (DRVLPADO) Downingtown PA (DWTWPADT) Downtown, PA (PITBPADT) Eagle, PA (EAGLPAEG) Eastwick, PA (PHLAPAEW) Elizabeth, PA (ELZBPAEL) Eliz Twp, PA (ELZTPAET) Evergreen, PA (PHLAPAEV) Exton, PA (EXTNPAEX) Finleyville PA (FLYVPAFI) Fishing Creek, PA (FSCKPAFC) Glenmore, PA (GLNMPAGL) Glenshaw, PA (GLNSPAGL) Green Lane, PA (GRLAPAGL) Harleysville, PA (HRLVPAHV) Harrisburg, PA (HRBGPAHA) Hatboro, PA (HTBOPAHB) Homestead, PA (HMSTPAHO)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Imperial, PA (IMPRPAIM) Kemblesville, PA (KMVLPAKV) Kennett Sq, PA (KNSQPAKS) King of Prussia, PA (KGPRPAKP) Kuhnsville, PA (KHVLPAKU) Landenberg, PA (LDNBPALB) Langhorne, PA (LANGPALA) Larchmont, PA (LARCPALM) Lebanon, PA (LBNNPAES) Locust, PA (PHLAPALO) Market, PA (PHLAPAMK) McDonald, PA (MCDDPAMC) McKees Rocks PA (MCRKPAMR) McKeesport, PA (MCPTPAMK) McMurray, PA (MCMRPAMC) Media, PA (MEDIPAME) Mendenhall, PA (MNDNPAMH) Millvale, PA (MLVAPAMI) Monroeville, PA (MOVLPAMO) Morrisville, PA (MRSLPAMV) Mountainville, PA (ALTWPAMT) New Cumberland, PA (NCLDPANC) New Hope, PA (NWHPPANH) Newtown, PA (NWTWPANW) Norristown, PA (NRTWPANR) North Side, PA (PITBPANS) North Wales, PA (NWLSPANW) Oakdale, PA (OKDLPAOA) Oakmont, PA (OKMTPAOA) Oxford, PA (OXFRPAOX) Palmyra, PA (PLMYPAPA) Paoli, PA (PAOLPAPA) Parkerford, PA (PRFDPAPF) Parkesburg, PA (PRBGPAPB) Paxtang, PA (PXTGPAPG) Penn Hills, PA (PEHLPAPH) Pennsburg, PA (PNBGPAPB) Pennypacker, PA (PHLAPAPE) Perkasie, PA (PRKSPAPE) Perrysville, PA (PYVLPAPE)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:	
1/15/2020	N/A	1/15/2020	8/31/2020	Phoenixville, PA (PXVLPAPV) Pineville, PA (PIVLPAPV) Pleasant Hills, PA (PLHSPAPH) Plumsteadville, PA (PSVLPAPV) Pughtown, PA (PGTWPAPT) Quakertown, PA (QKTWPAQT) Regent, PA (PHLAPARE) Ridley Park, PA (RDPKPARP) Robinson Twp PA (RBTPPART) Royersford, PA (RYFRPARF) Saratoga, PA (PHLAPASA) Schwenksville, PA (SCHWPASV) Sewickley, PA (SWKYPASE) Sharpsburg, PA (SHSAPASH) Sherwood, PA (PHLAPASH) Souderton, PA (SDTNPASD) Springfield, PA (SPFDPASF) Squirrel Hill, PA (PITBPASQ) Trinity, PA (PHLAPATR) Trooper, PA (TRPRPATR) Warrington, PA (WGTNPAWR) Washington, PA (WGTNPAWR) Waverley, PA (PHLAPAWV) Wayne, PA (WAYNPAWY) West Chester PA (WCHSPAWC) West Grove, PA (WGRVPAWG) West Mifflin PA (WMFLPAWM) West Newton, PA (WNTNPAWN) West View, PA (WSVWPAWE) Willow Grove PA (WLGRPAWG) Yardley, PA (YRDLPAYL) Aberdeen Rd, VA (HMPNVAAB) Alexandria, VA (ALXNVAAX) Annandale, VA (ALXNVAAD) Arlington, VA (ARTNVAAR) Ashburn, VA (ASBNVAAS) Barcroft, VA (ALXNVABA) Bethia, VA (BTHIVABT) Braddock Rd, VA (FRFXVABF) Burgundy Rd, VA (ALXNVABR)	(C)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:
1/15/2020	N/A	1/15/2020	8/31/2020	Cameron, VA (ALXNVACN) Centreville, VA (CNVIVACT) Chester, VA (CHESVACR) Chinese Corner, VA (VRBHVACC) Churchland, VA (CHSKVACD) Cogbill, VA (RCMDVACG) Crystal City, VA (ARTNVACY) Culpeper, VA (CLPPVACU) Deep Creek, VA (CHSKVADC) Drummonds Corner, VA (HMPNVADC) Dulles Corner, VA (HRNDVADU) Fairfax, VA (FRFXVAFF) Franconia, VA (ALXNVAFR) Fredericksburg, VA (FRBGVAFB) Gaskins, VA (RCMDVAGK) Gayton Road, VA (RCMDVAGY) Grace St, VA (RCMDVAGR) Great Falls, VA (GRFLVAGF) Groveton, VA (GVTNVAGR) Gunston, VA (LRTNVAGU) Harpersville VA (NWNWVAHV) Hermitage, VA (RCMDVAHR) Herndon, VA (HRNDVAHE) High St, VA (PTMOVAHS) Hodges Ferry VA (PTMOVAHF) Hopewell, VA (HPWLVAHW) Hull St, VA (RCMDVAHL) Hungary Spr VA (RCMDVAHS) Huntington, VA (NWNWVAHU) Indian River Rd, VA (VRBHVAIR) Jefferson, VA (NWNWVAJF)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	**Moves, adds or changes are permitted:**	**Moves, adds or changes are no longer permitted effective:**	**Service No Longer Available on or After:**	**Wire Center:**
1/15/2020	N/A	1/15/2020	8/31/2020	Lee Hill, VA (FRBGVALH) Leesburg, VA (LSBGVALB) Lewinsville, VA (MCLNVALV) Logan, VA (RCMDVALS) Mechanicsville, VA (MCHVVAMV) Midlothian, VA (MDLTVAMD) Mount Vernon, VA (ALXNVAMV) Nettles Dr, VA (NWNWVAND) Patterson, VA (RCMDVAPS) Pemberton, VA (RCMDVAPE) Petersburg, VA (PTBGVAPB) Plaza Trail, VA (VRBHVAPT) Providence Forge, VA (PRFRVAPF) Purcellville, VA (PCVLVAPV) Queen St., VA (HMPNVAQN) Randall Ave, VA (RCMDVARA) Robbins Corner, VA (VRBHVARC) Salem Rd, VA (VRBHVASR) Sandston, VA (SNTNVASS) Stephens City, VA (STCYVASC) Sterling Park, VA (HRNDVAST) Toano, VA (TOANVATO) Turner Rd, VA (RCMDVAIT) Vienna, VA (VINNVAVN) Virginia Beach (32nd St), VA (VRBHVAVB) Williamsburg, VA (WLBGVAWM) Winchester, VA (WNCHVAWC) Yorktown, VA (NWNWVAYK)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.1 Feature Group A (Cont'd)
(Cont'd)

Service Limited to Existing Customers Effective:	Moves, adds or changes are permitted:	Moves, adds or changes are no longer permitted effective:	Service No Longer Available on or After:	Wire Center:	
1/15/2021	N/A	1/15/2021	N/A	Anacostia, DC (WASHDCAC) Brookland, DC (WASHDCBK) Benning, DC (WASHDCBN) Congress Hgts, DC (WASHDCCH) Downtown, DC (WASHDCDN) Dupont, DC (WASHDCDP) Georgia, DC (WASHDCGG) Georgetown, DC (WASHDCGT) Lincoln, DC (WASHDCLC) Metro, DC (WASHDCMO) Midtown, DC (WASHDCMT) Southeast, DC (WASHDCSE) Southwest, DC (WASHDCSW) Woodley, DC (WASHDCWL)	(N) (N)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA

Lineside BSA is no longer available as specified in the following table: (M)

Service No Longer Available On or After:	Wire Center:		
3/15/2019	Newark, DE (NWRKDENB) Bethesda, MD (CHCHMDBE) Columbia, MD (CLMAMDCB) Glen Burnie, MD (GLBRMDGL) Rockville, MD (RKVLMDRV) Towson, MD (TWSNMDTW) Asbury Park NJ (ASPKNJAP) Bergen, NJ (JRCYNJBR) Berlin, NJ (BRLNNJBR) Bloomfield, NJ (BLFDNJBL) Bound Brook NJ (BDBKNJBD) Cape May Courthouse, NJ (CMCHNJCH) Collingswood, NJ (CLWDNJCW) Cranford, NJ (CRFRNJCR) East Dover, NJ (EDVRNJ01) East Orange, NJ (EORNNJEO) Englewood NJ (ENWDNJEN) Ewing, NJ (ENVLNJEW) Freehold, NJ (FRHDNJFH) Glassboro NJ (GLBONJGB) Hackensack, NJ (HCKNNJHK) Haddonfield, NJ (HDFDNJHD) Irvington Essex Bldg NJ (IVTNNJES) Journal Square, NJ (JRCYNJJO) Keyport NJ (KYPTNJKY) Leonia NJ (FTLENJLE) Livingston NJ (LVTNNJLI) Marlton, NJ (MARLNJMA) Mays Landing, NJ (MLDGNJ01) Medford, NJ (MDFDNJ01) Merchantville, NJ (MHVLNJME) Montclair NJ (MTCLNJMC) Morristown, NJ (MRTWNJMR) New Brunswick, NJ (NBWKNJNB) Pennington NJ (PNTNNJPN) Perth Amboy NJ (PAMBNJPM) Red Bank, NJ (RDBKNJRB) Ridgewood NJ (RGWDNJRW) Roselle NJ (RSLLNJRL) Salem NJ (SALMNJSA) Somerville, NJ (SOVLNJSM) Toms River, NJ (TMRVNJTR) Union City, NJ (UNCYNJ02)	Wall, NJ (MNSQNJ01) Woodbury, NJ (WDBYNJWB) Allentown, PA (PITBPAAL) Ambler PA (AMBLPAAM) Baldwin PA (PHLAPABA) Bethel Park PA (BTPKPABP) Camp Hill PA (CPHLPACH) Carnegie PA (CARNPACA) Conshohocken PA (CNSHPACN) Dewey PA (PHLAPADE) Dormont, PA (DRMTPADO) Doylestown PA (DYTWPADB) East Liberty PA (PITBPAEL) Eddington PA (EDTNPAED) Enola PA (ENOLPAEN) Germantown PA (PHLAPAGE) Glenolden, PA (GLLDPAGN) Ivyridge PA (PHLAPAIV) Jefferson, PA (PHLAPAJE) Jenkintown, PA (JENKPAJK) Kirklyn, PA (KRLNPAKL) Knights Rd, PA (PHLAPAKR) Lansdale PA (LNDLPALD) Lansdowne PA (LNSDPALD) Line Lexington PA (LNLXPALN) Mayfair, PA (PHLAPAMY) Mechanicsburg, PA (MBRGPAME) Middletown PA (MDTNPAMI) Oakland PA (PITBPAOK) Orchard PA (PHLAPAOR) Paxtonia PA (PXTNPAPA) Pilgrim, PA (PHLAPAPI) Poplar PA (PHLAPAPO) Pottstown PA (PTTWPAPT) Steelton PA (SLTNPAST) Tullytown, PA (TULYPATU) Turtle Creek, PA (TRCKPATC) Wilkinsburg, PA (WKBGPAWK) Columbia Pike, VA (ARTNVACK) Falls Church, VA (ARTNVAFC) Fox Mill Rd, VA (RSTNVAFM) Great Neck Rd, VA (VRBHVAGN) Indian Lakes, VA (VRBHVAIL) Merrifield, VA (FLCHVAMF) Rich – Stuart Avenue, VA (RCMDVASR) Second Ave VA (RCMDVASN) Springfield, VA (SPFDVASP)	(M)

Material on this page formerly appeared on Original Page 6-81.1.

(This page filed under Transmittal No. 1403)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA(Cont'd)
Lineside BSA is no longer available as specified in the following table: (N)
(Cont'd)

Service No Longer Available On or After:	Wire Center:		
02/15/2020	Angola, DE (ANGLDEAN)	Church Rd, MD (UPMRMDCC)	
	Bridgeville, DE (BGVLDEBG)	Clarksville, MD (CLVLMDCE)	
	Camden, DE (CMDNDECD)	Clinton, MD (CLTNMDCL)	
	Dover, DE (DOVRDEDV)	Cockeysville, MD (CYVLMDCK)	
	Hockessin, DE (HCKSDEHC)	Colesville, MD (SLSPMDCV)	
	Holly Oak, DE (HLOKDEHL)	Crofton, MD (COTNMDCR)	
	Lewes, DE (LEWSDELW)	Damascus, MD (DMSCMDDE)	
	Marshallton, DE (MSTNDEMA)	Dorrs Corner, MD (DRCRMDDC)	
	Middletown, DE (MDTWDEMT)	Dudalk, MD (DNDLMDDN)	
	New Castle, DE (NWCSDENC)	Edgewood, MD (EDWDMDEG)	
	Ocean View, DE (OCVWDEOC)	Edmondson, MD (BLTMMDED)	
	Penn Rose, DE (WLMGDEPR)	Elkridge, MD (EKRGMDEL)	
	Smyrna, DE (SMYRDESM)	Ellicott City, MD (ELCYMDEL)	
	Talleyville, DE (TLVLDETV)	Essex, MD (ESSXMDEX)	
	Wilmington, DE (WLMGDEWL)	Fork, MD (FORKMDFK)	
	Wrangle Hill, DE (WRHLDEWH)	Frankford, MD (BLTMMDFR)	
	Aberdeen, MD (ABRDMDAB)	Frederick, MD (FRDRMDFR)	
	Allentown, MD (ALTWMDAT)	Friendship, MD (FPATMDFR)	
	Annapolis, MD (ANNPMDAN)	Gaithersburg, MD (GTBGMDGB)	
	Arbutus, MD (ARBTMDAR)	Galesville, MD (GLVLMDGL)	
	Armiger, MD (ARMGMDAR)	Germantown, MD (GMTWMDGN)	
	Baden, MD (BADNMDBN)	Hagerstown, MD (HGTWMDHG)	
	Bel Air, MD (BLARMDBL)	Hamilton, MD (BLTMMDHM)	
	Beltsville, MD (BTVLMDBV)	Havre de Grace, MD (HDGRMDHV)	
	Berwyn, MD (CLPKMDBW)	Hunt Valley, MD (CYVLMDDA)	
	Bowie, MD (BOWIMDBO)	Hyattsville, MD (HYVLMDHY)	
	Bradley, MD (BTHSMDBD)	Indian Head, MD (INHDMDIN)	
	Brandywine, MD (BRNDMDBE)	Jarrettsville, MD (JRVLMDJE)	
	Brooklyn, MD (BRKLMDBK)	Landover, MD (LDVRMDLO)	
	Brunswick, MD (BRWKMDBR)	Lanham, MD (LNHMMDLN)	
	Bryans Road, MD (BRRDMDBR)	Laplata, MD (LPLTMDLA)	
	Catonsville, MD (CTVLMDCT)	Laurel, MD (LARLMDLR)	
	Central Ave, MD (CPHGMDCA)	Lexington Park, MD (LXPKMDLX)	
	Chapel Hill, MD (FTWSMDCP)	Liberty, MD (BLTMMDLB)	
	Charles St, MD (BLTMMDCH)	Madison, MD (BLTMMDMD)	
	Chase, MD (CHASMDCH)	Manor, MD (MANRMDMN)	
	Chillum, MD (HYVLMDCM)	Marlboro, MD (MRBOMDMB)	(N)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA(Cont'd)
Lineside BSA is no longer available as specified in the following table: (Cont'd)

(N)

Service No Longer Available On or After:	Wire Center:	
02/15/2020	Mayo, MD (MAYOMDMY)	Woodlawn, MD (WDLWMDWL)
	Montrose, MD (RKVLMDMR)	York Road, MD (BLTMMDYK)
	Mount Airy, MD (MTARMDMA)	Allentown, NJ (ALTWNJAL)
	Muirkirk, MD (MRKKMDMK)	Atlantic Highlands, NJ (ATHGNJAH)
	New Glenwood, MD (GLWDMDGD)	Avalon, NJ (AVLNNJ01)
	Norbeck, MD (SLSPMDNB)	Bayonne, NJ (BYNNNJ02)
	North Point, MD (NRPNMDNP)	Bedminster, NJ (BDMNNJ01)
	Northwood, MD (SLSPMDNW)	Belleville, NJ (BLVLNJBE)
	Oakdale, MD (OLNYMDOK)	Bernardsville, NJ (BRVLNJBE)
	Odenton, MD (ODTNMDON)	Boonton, NJ (BNTNNJBN)
	Owen Brown, MD (CLMAMDOB)	Bordentown, NJ (BNTNNJBN)
	Owings Mills MD (OWMLMDOM)	Bernardsville, NJ (BNTNNJBN)
	Oxon Hill, MD (OXHLMDOH)	Bordentown, NJ (BOTWNJBO)
	Parkville, MD (PKVLMDPK)	Bridgeton, NJ (BGTNNJBG)
	Parkway, MD (EKRGMDPK)	Browns Mills, NJ (BWMLNJ01)
	Parole, MD (PARLMDPA)	Caldwell, NJ (CLWLNJCW)
	Perry Hall, MD (PRHLMDPH)	Camden, NJ (CMDNNJCE)
	Pikesville, MD (PIVLMDPK)	Cherry Hill NJ (CRHLNJCH)
	Piney Orchard, MD (ODTNMDPO)	Cliffside, NJ (CFPKNJCS)
	Poolesville MD (PLVLMDPV)	Clifton, NJ (CFTNNJCF)
	Randallstown, MD (RNTWMDRA)	Closter, NJ (CLSTNJCO)
	Reistertown MD (RSTWMDRS)	Dover, NJ (DOVRNJDO)
	Riggs Road, MD (HYVLMDRI)	Dumont, NJ (DUMTNJDM)
	Severna Park, MD (SVPKMDSP)	Eatontown, NJ (EATNNJEA)
	Silver Spring, MD (SLSPMDSS)	Edison, NJ (EDSNNJED)
	Snowden River, MD (CLMAMDSR)	Egg Harbor, NJ (EHCYNJEH)
	St Margarets, MD (STMRMDSM)	Elizabeth, NJ (ELZBNJEL)
	Suitland, MD (STLDMDSL)	Englishtown NJ (EGTWNJET)
	Temple Hills, MD (TMHLMDTH)	Fair Lawn, NJ (FRLNNJFL)
	University, MD (BLTMMDUV)	Fairfield, NJ (FRFDNJFA)
	Waldorf, MD (WDRFMDWD)	Franklin Park, NJ (FNPKNJFP)
	Wheaton, MD (WHTNMDWT)	Gloucester, NJ (GLCYNJGL)
	White Marsh MD (WHMRMDWM)	Haledon, NJ (HLDNNJ01)
	Wildwood, MD (BTHSMDWW)	Hammonton, NJ (HMTNNJHA)
	Winters Run MD (WNRNMDWN)	Hightstown, NJ (HITNNJHI)
	Wolfe, MD (BLTMMDWL)	Holmdel, NJ (HOLMNJHO)
	Wood Acres, MD (BTHSMDWA)	Hopewell, NJ (HPWLNJHP)
		Humboldt, NJ (NWRKNJ03)
		Ironbound, NJ (NWRKNJIR)
		Jamesburg, NJ (JMBGNJJA)

(N)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA(Cont'd)
Lineside BSA is no longer available as specified in the following table: (Cont'd)

(N)

Service No Longer Available On or After:	Wire Center:	
02/15/2020	Keansburg, NJ (KNBGNJKE)	Rutherford, NJ (RTFRNJRU)
	Kearny, NJ (KRNYNJKN)	Seaside Park, NJ (LVLTNJSP)
	Lakehurst, NJ (LKHRNJ01)	South Amboy NJ (SYRVNJSA)
	Lakewood, NJ (LKWDNJLK)	South Orange, NJ (SORGNJSO)
	Little Falls, NJ (LTFLNJLF)	Spotswood, NJ (SPWDNJSW)
	Little Ferry, NJ (LTFYNJLF)	Spring Lake NJ (SPLKNJSL)
	Long Branch NJ (LGBRNJLB)	Succasunna, NJ (SUCCNJSU)
	Madison, NJ (MDSNNJMA)	Summit, NJ (SMMTNJSM)
	Market, NJ (NWRKNJ02)	Swedesboro, NJ (SWBONJSW)
	Mendham, NJ (MNHMNJMD)	Trenton, NJ (TRENNJTE)
	Mercerville, NJ (MCVLNJMC)	Unionville, NJ (UNINNJUV)
	Middletown, NJ (MDTWNJMD)	Van Hiesville, NJ (VNHSNJVH)
	Millburn, NJ (MLBNNJMB)	Villas, NJ (VLLSNJ02)
	Millington, NJ (MGTNNJMI)	Vincentown, NJ (VNTWNJ01)
	Monmouth Junction, NJ (MNJTNJ01)	Vineland, NJ (VNLDNJVL)
	Moorestown, NJ (MSTWNJMO)	Waverley, NJ (NWRKNJWA)
	Mount Holly NJ (MTHLNJMH)	West Orange NJ (WORNNJWO)
	Murray Hill NJ (NWPVNJMH)	West Osbornville, NJ (WOVLNJWO)
	Neptune, NJ (NPTUNJNT)	Westfield, NJ (WSFDNJWS)
	New Egypt, NJ (NEGPNJ01)	Westwood, NJ (HLDLNJWE)
	No. Bergen, NJ (NBRGNJNB)	Whippany, NJ (WHIPNJWH)
	Nutley, NJ (NTLYNJNU)	White Horse NJ (WHHRNJWH)
	Oakland, NJ (OKLDNJ01)	Williamstown, NJ (WLTWNJ02)
	Oradell, NJ (RVEDNJOR)	Willingboro NJ (WLBONJWB)
	Passaic, NJ (PSSCNJPS)	Woodbridge, NJ (WDBRNJWD)
	Paterson, NJ (PTSNNJAR)	Wrightstown NJ (WRTWNJFD)
	Pemberton, NJ (PMTNNJPB)	Wyckoff, NJ (WYCKNJWK)
	Penns Neck, NJ (PNNKNJPN)	Allentown, PA (ALTWPAAL)
	Plainfield, NJ (PLFDNJPF)	Ambridge, PA (AMBRPAAM)
	Pleasantville, NJ (PSVLNJPL)	Ardmore, PA (ARMRPAAR)
	Point Pleasant, NJ (PTPLNJPP)	Avondale, PA (AVDLPAAV)
	Pompton Lakes, NJ (RVDLNJPL)	Bala Cynwyd PA (BCYNPABC)
	Princeton, NJ (PRTNNJPC)	Bedminster, PA (BMNSPABM)
	Prospect Plains, NJ (PRPLNJPA)	Bellevue, PA (BLLVPABE)
	Rahway, NJ (RHWYNJRA)	Bethayres, PA (BTHYPABH)
	Ramsey, NJ (RMSYNJRM)	Bethlehem, PA (BHLHPABE)
	Rochelle Park, NJ (RCPKNJ02)	Braddock, PA (BRDDPABR)
	Rockaway, NJ (DNVLNJRK)	Bridgeville PA (BGVLPABR)
		Bristol, PA (BRSTPABR)
		Bryn Mawr, PA (BRYMPABM)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA(Cont'd)
Lineside BSA is no longer available as specified in the following table: (Cont'd)

(N)

Service No Longer Available On or After:	Wire Center:	
02/15/2020	Buckingham, PA (BCHMPABU)	Imperial, PA (IMPRPAIM)
	Canonsburg, PA (CNBGPACA)	Kemblesville, PA (KMVLPAKV)
	Carrick, PA (PITBPACA)	Kennett Sq, PA (KNSQPAKS)
	Carversville PA (CRVVPACA)	King of Prussia, PA (KGPRPAKP)
	Center Point PA (CNPNPACE)	Kuhnsville, PA (KHVLPAKU)
	Chester A, PA (CHESPACA)	Landenberg, PA (LDNBPALB)
	Chester B, PA (CHESPACB)	Langhorne, PA (LANGPALA)
	Chester Hts PA (CHTTPACT)	Larchmont, PA (LARCPALM)
	Chester Sp, PA (CSSPPACS)	Lebanon, PA (LBNNPAES)
	Chestnut Hill, PA (PHLAPACH	Locust, PA (PHLAPALO)
	Churchville PA (CHVLPACH)	Market, PA (PHLAPAMK)
	Clairton, PA (CLRTPACL)	McDonald, PA (MCDDPAMC)
	Coatesville PA (CTVLPACV)	McKees Rocks PA (MCRKPAMR)
	Collegeville, PA (CGVLPACL)	McKeesport, PA (MCPTPAMK)
	Coraopolis, PA (CRPLPACO)	McMurray, PA (MCMRPAMC)
	Crafton, PA (CRAFPACR)	Media, PA (MEDIPAME)
	Davenport, PA (PHLAPADB)	Mendenhall, PA (MNDNPAMH)
	Donora, PA (DNRAPADO)	Millvale, PA (MLVAPAMI)
	Dorseyville PA (DRVLPADO)	Monroeville, PA (MOVLPAMO)
	Downingtown PA (DWTWPADT)	Morrisville, PA (MRSLPAMV)
	Downtown, PA (PITBPADT)	Mountainville, PA (ALTWPAMT)
	Eagle, PA (EAGLPAEG)	New Cumberland, PA (NCLDPANC)
	Eastwick, PA (PHLAPAEW)	New Hope, PA (NWHPPANH)
	Elizabeth, PA (ELZBPAEL)	Newtown, PA (NWTWPANW)
	Eliz Twp, PA (ELZTPAET)	Norristown, PA (NRTWPANR)
	Evergreen, PA (PHLAPAEV)	North Side, PA (PITBPANS)
	Exton, PA (EXTNPAEX)	North Wales, PA (NWLSPANW)
	Finleyville PA (FLYVPAFI)	Oakdale, PA (OKDLPAOA)
	Fishing Creek, PA (FSCKPAFC)	Oakmont, PA (OKMTPAOA)
	Glenmore, PA (GLNMPAGL)	Oxford, PA (OXFRPAOX)
	Glenshaw, PA (GLNSPAGL)	Palmyra, PA (PLMYPAPA)
	Green Lane, PA (GRLAPAGL)	Paoli, PA (PAOLPAPA)
	Harleysville, PA (HRLVPAHV)	Parkerford, PA (PRFDPAPF)
	Harrisburg, PA (HRBGPAHA)	Parkesburg, PA (PRBGPAPB)
	Hatboro, PA (HTBOPAHB)	Paxtang, PA (PXTGPAPG)
	Homestead, PA (HMSTPAHO)	Penn Hills, PA (PEHLPAPH)
		Pennsburg, PA (PNBGPAPB)
		Pennypacker, PA (PHLAPAPE)
		Perkasie, PA (PRKSPAPE)
		Perrysville, PA (PYVLPAPE)

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ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA (Cont'd)
Lineside BSA is no longer available as specified in the following table: (Cont'd)

(N)

Service No Longer Available On or After:	Wire Center:	
02/15/2020	Phoenixville, PA (PXVLPAPV)	Ashburn, VA (ASBNVAAS)
	Pineville, PA (PIVLPAPV)	Barcroft, VA (ALXNVABA)
	Pleasant Hills, PA (PLHSPAPH)	Bethia, VA (BTHIVABT)
	Plumsteadville, PA (PSVLPAPV)	Braddock Rd, VA (FRFXVABF)
	Pughtown, PA (PGTWPAPT)	Burgundy Rd, VA (ALXNVABR)
	Quakertown, PA (QKTWPAQT)	Cameron, VA (ALXNVACN)
	Regent, PA (PHLAPARE)	Centreville, VA (CNVIVACT)
	Ridley Park, PA (RDPKPARP)	Chester, VA (CHESVACR)
	Robinson Twp PA (RBTPPART)	Chinese Corner, VA (VRBHVACC)
	Royersford, PA (RYFRPARF)	Churchland, VA (CHSKVACD)
	Saratoga, PA (PHLAPASA)	Cogbill, VA (RCMDVACG)
	Schwenksville, PA (SCHWPASV)	Crystal City, VA (ARTNVACY)
	Sewickley, PA (SWKYPASE)	Culpeper, VA (CLPPVACU)
	Sharpsburg, PA (SHSAPASH)	Deep Creek, VA (CHSKVADC)
	Sherwood, PA (PHLAPASH)	Drummonds Corner, VA (HMPNVADC)
	Souderton, PA (SDTNPASD)	Dulles Corner, VA (HRNDVADU)
	Springfield, PA (SPFDPASF)	Fairfax, VA (FRFXVAFF)
	Squirrel Hill, PA (PITBPASQ)	Franconia, VA (ALXNVAFR)
	Trinity, PA (PHLAPATR)	Fredericksburg, VA (FRBGVAFB)
	Trooper, PA (TRPRPATR)	Gaskins, VA (RCMDVAGK)
	Warrington, PA (WGTNPAWR)	Gayton Road, VA (RCMDVAGY)
	Washington, PA (WGTNPAWR)	Grace St, VA (RCMDVAGR)
	Waverley, PA (PHLAPAWV)	Great Falls, VA (GRFLVAGF)
	Wayne, PA (WAYNPAWY)	Groveton, VA (GVTNVAGR)
	Westchester, PA (WCHSPAWC)	Gunston, VA (LRTNVAGU)
	West Grover, PA (WGRVPAWG)	Harpersville VA (NWNWVAHV)
	West Mifflin PA (WMFLPAWM)	Hermitage, VA (RCMDVAHR)
	West Newton, PA (WNTNPAWN)	Herndon, VA (HRNDVAHE)
	West View, PA (WSVWPAWE)	High St, VA (PTMOVAHS)
	Willow Grove PA (WLGRPAWG)	Hodges Ferry VA (PTMOVAHF)
	Yardley, PA (YRDLPAYL)	Hopewell, VA (HPWLVAHW)
	Aberdeen Rd, VA (HMPNVAAB)	Hull St, VA (RCMDVAHL)
	Alexandria, VA (ALXNVAAX)	Hungary Spr VA (RCMDVAHS)
	Annandale, VA (ALXNVAAD)	Huntington, VA (NWNWVAHU)
	Arlington, VA (ARTNVAAR)	Indian River Rd, VA (VRBHVAIR)
		Jefferson, VA (NWNWVAJF)

(N)

(Issued under Transmittal No. 1403)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.2 Lineside BSA (Cont'd)
Lineside BSA is no longer available as specified in the following table: (Cont'd)

Service No Longer Available On or After:	**Wire Center:**		
02/15/2020	Lee Hill, VA (FRBGVALH)	Queen St., VA (HMPNVAQN)	
	Leesburg, VA (LSBGVALB)	Randall Ave, VA (RCMDVARA)	
	Lewinsville, VA (MCLNVALV)	Robbins Corner, VA (VRBHVARC)	
	Logan, VA (RCMDVALS)	Salem Rd, VA (VRBHVASR)	
	Mechanicsville, VA (MCHVVAMV)	Sandston, VA (SNTNVASS)	
	Midlothian, VA (MDLTVAMD)	Stephens City, VA (STCYVASC)	
	Mount Vernon, VA (ALXNVAMV)	Sterling Park, VA (HRNDVAST)	
	Nettles Dr, VA (NWNWVAND)	Toano, VA (TOANVATO)	
	Patterson, VA (RCMDVAPS)	Turner Rd, VA (RCMDVAIT)	
	Pemberton, VA (RCMDVAPE)	Vienna, VA (VINNVAVN)	
	Petersburg, VA (PTBGVAPB)	Virginia Beach (32nd St), VA (VRBHVAVB)	
	Plaza Trail, VA (VRBHVAPT)	Williamsburg, VA (WLBGVAWM)	
	Providence Forge, VA (PRFRVAPF)	Winchester, VA (WNCHVAWC)	
	Purcellville, VA (PCVLVAPV)	Yorktown, VA (NWNWVAYK)	
01/15/2021	Anacostia, DC (WASHDCAC)		(N)
	Brookland, DC (WASHDCBK)		
	Benning, DC (WASHDCBN)		
	Congress Hgts, DC (WASHDCCH)		
	Downtown, DC (WASHDCDN)		
	Dupont, DC (WASHDCDP)		
	Georgia, DC (WASHDCGG) Georgetown, DC (WASHDCGT)		
	Lincoln, DC (WASHDCLC)		
	Metro, DC (WASHDCMO)		
	Midtown, DC (WASHDCMT)		
	Southeast, DC (WASHDCSE)		
	Southwest, DC (WASHDCSW)		
	Woodley, DC (WASHDCWL)		(N)

ACCESS SERVICE

14. Operating Territory of the Verizon Telephone Companies (Cont'd)
14.9 Services with Limited Availability by Wire Center (Cont'd)
14.9.3 Voice Grade Service, WATS Access Line Service, and Digital Data Service

No customers may place orders for Voice Grade Service, WATS Access Line Service, or Digital Data Service (**DS0 Services**) as of the date specified for the locations in the following table. Subject to Section 1.1 preceding, the Telephone Company will continue to provide DS0 Services pursuant to Sections 7.2.3, 7.2.3.1, and 7.2.8, respectively, to existing customers in these wire centers with in-service DS0 Services as of the specified effective date, or orders for DS0 Services placed with the Telephone Company within the permitted time period(s) specified following: (C)(x)

Service Limited to Existing Customers Effective:	**Moves, adds or changes are permitted:**	**Moves, adds or changes are no longer permitted Effective:**	**Service No Longer Available on or After:**	**Wire Center:**
1/31/2018	1/31/2018 through 08/21/2018	8/22/2018	02/20/2019	East Dover, NJ (EDVRNJ01) (C) Toms River, NJ (TMRVNJTR) (M)
1/15/2020	N/A	1/15/2020	3/26/2021	Lexington Park, MD (LXPKMDLX) (C) Lakehurst, NJ (LKHRNJ01) (M) Lakewood, NJ (LKWDNJLK) (C) New Egypt, NJ (NEGPNJ01) (M) Point Pleasant, NJ (PTPLNJPP) (M) Seaside Park, NJ (LVLTNJSP) (D) Van Hiseville, NJ (VNHSNJVH) (D) West Osbornville, NJ (WOVLNJWO) (M) Hopewell, VA (HPWLVAHW) (M)(x) Petersburg, VA (PTBGVAPB)

(x) Certain material on this page formerly appeared on 5th Revised Page 7-19, 4th Revised Page 7-19.1, 1st Revised Page 7-19.1.1, 5th Revised Page 7-29, 3rd Revised Page 7-29.1, Original Page 7-29.1.1, 7th Revised Page 7-58, 3rd Revised Page 7-58.1, and 1st Revised Page 7-58.1.1.

ACCESS SERVICE

15. Exceptions to Access Service Offerings

The services offered under the provisions of this tariff are subject to availability as set forth in 2.1.4 preceding. In addition, the following exception applies:

15.1 The following offerings are limited to the same customer at the same location. Inside moves, rearrangements or additions will be permitted.

Interstate Served Direct Foreign Exchange Service

With the exception of Presubscription, as set forth in 4.2 preceding, the regulations and rates set forth in this tariff do not apply to customers of record as of December 11, 1984 for the type of connections and in the locations listed following. The regulations and rates for these connections are the applicable Telephone Exchange Service regulations and rates specified in the Local General Tariffs for the exchanges from which the connections are provided. In addition, regulations and rates for the associated channel between the locality in which the customer is located and the exchange from which the connection is provided, apply as specified in AT&T's Tariff F.C.C. No. 9 for Series 2000, Type 2006, Channels.

Customer Location		Exchange from which Connection is Provided	Type of Connection	
Locality	State			
				(D)
				(D)
Haymaker,	New York	Eldred, Pennsylvania	Rural	
Marydel,	Delaware	Greensboro, Maryland	Individual	
Mason and Dixon	Pennsylvania	Hagerstown, Maryland	Individual	
Middleburg	Pennsylvania	Hagerstown, Maryland	Individual	
Wingerton	Pennsylvania	Hagerstown, Maryland	Individual	

ACCESS SERVICE

15. Exceptions to Access Service Offerings (Cont'd)

15.2 The following offering is limited to customers of record on December 31, 1983, and limited to the number of services provided as of that date. Inside moves and rearrangements will be permitted.

A. Easton, Pennysylvania Foreign Exchange Service Provisioned by Verizon Pennsylvania LLC to Phillipsburg, New Jersey Customers (T)

These customers are billed interstate intraLATA rates and charges as specified in sections 3 and 6 preceding for Pennsylvania Lineside BSA and Feature Group A service. Authority for the provision of service under this paragraph is contained in ORDER NO. 82-0192 (Nov. 15, 1985); United States District Court for the District of Columbia.

B. Cragmere, New Jersey Foreign Exchange Service Provisioned by Verizon New Jersey Inc. to Suffern, New York Customers

Cragmere, New Jersey foreign exchange service provided to Suffern, New York customers consists of Lineside BSA and Feature Group A Switched Access Service in the operating territory of Verizon New Jersey Inc., and Special Access Service between the Cragmere, New Jersey end office switch, where the FGA switching dial tone is provided, and the customer premises in Suffern, New York in the operating territory of Verizon New York Inc.

New York Telephone Company in whose operating territory the customer premises is located will accept the order for the foreign exchange service, notify the Verizon New Jersey Inc. of the order and coordinate the provision of the service. Each Exchange Telephone Company will render a bill to the customer for the portion of the foreign exchange service it provides. The rates and charges will be determined in the following manner:

ACCESS SERVICE

15. Exceptions to Access Service Offerings (Cont'd)

15.2 (Cont'd)

B. (Cont'd)

(1) The Lineside BSA and FGA rates and charges of Verizon New Jersey Inc., in whose operating territory the Cragmere, New Jersey end office switch providing the Lineside BSA and FGA switching dial tone is located, will apply.

(2) For the associated Special Access Service, one Channel Termination will be charged at rates and charges of Verizon New York Inc. in whose operating territory the customer premises in Suffern, New York is located. The channel mileage will be the airline distance measured, using the V&H coordinates method, between the customer premises serving wire center in Suffern, New York and the Cragmere, New Jersey end office switch, where FGA switching dial tone is provided. The rates are then apportioned using the method set forth in 2.4.7(F) preceding.

(3) Optional Features and Functions will be charged at the rates and charges of the Exchange Telephone Company that provides the element.

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17. Reserved for Future Use (Cont'd) (C)

(D)

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17A. Reserved for Future Use (Cont'd) (C)

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17A. Reserved for Future Use (Cont'd) (C)

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ACCESS SERVICE

18. Interconnection Between Collocated Spaces (N)

18.1 Dedicated Transit Service

Unless otherwise specified herein, general regulations contained in other sections of this tariff apply in addition to the regulations contained in this section.

18.1.1 Description

(A) The Telephone Company provides Dedicated Transit Service (DTS) which allows a collocating telecommunications carrier to interconnect its network with that of another telecommunications carrier at the Telephone Company's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same Telephone Company premises pursuant to Section 251(C)(6) of the Communications Act of 1934, as amended. DTS is provided between the collocated arrangements (physical and virtual) of the same or of two different Collocators in the same Telephone Company premises using Telephone Company provided distribution facilities. DTS is available at DS1 and DS3/STS1 electrical, or using dark fiber, provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to the Telephone Company's unbundled network elements. In addition, the Telephone Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) basis as requested by a collocating telecommunications carrier.

(B) DTS is only available when both collocated arrangements (either physical or virtual) are within the Telephone Company premises.

(C) The DTS arrangement requires one Collocator to provide cable assignment information for itself as well as for the other Collocator. The Telephone Company will not make cable assignments for DTS. (N)

ACCESS SERVICE

18. Interconnection Between Collocated Spaces (Cont'd) (N)

18.1 Dedicated Transit Service (Cont'd)

18.1.1 Description (Cont'd)

(D) DTS also allows for one Collocator to connect two of its virtual collocation arrangements in the same Telephone Company premises (virtual collocation cascading arrangement).

(E) DTS is provided at the same transmission level from Collocator to Collocator.

18.1.2 Responsibility of the Collocator

(A) The ordering Collocator is responsible for all ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record.

(B) The Collocator ordering DTS must provide a letter of agency from the Collocator to which it is connecting authorizing the connection and facility assignment.

(C) The ordering Collocator must submit to the Telephone Company written certification that more than ten percent (10%) of the amount of traffic to be transmitted through its DTS connection will be interstate. The Telephone Company will accept the certification unless the Federal Communications Commission grants a Section 208 complaint filed by the company that challenges the certification. (N)

ACCESS SERVICE

18. Interconnection Between Collocated Spaces (Cont'd) (N)

18.1 Dedicated Transit Service (Cont'd)

18.1.3 Rate Regulations

(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.

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

Cross-Connect Service applies upon service initiation for physical and/or virtual collocation arrangements. Cross-Connect Service rates are set forth in Sections 19.7.1 and 19.7.2 following.

(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 18.1.4 following. (N)

ACCESS SERVICE

18. Interconnection Between Collocated Spaces (Cont'd) (N)

18.1 Dedicated Transit Service (Cont'd)

18.1.4 Rates and Charges

	USOC	Monthly Rate	Nonrecurring Charge
(A) Service Order Charge - per order			$ 72.56
(B) Circuit Provisioning, per circuit			
- per DS1			154.80
- per DS3/STS1			204.71
- per Dark Fiber, per pair			204.71

(C) Lit Fiber and Other Technically Feasible Cross-Connect Arrangements

Individual Case Basis (ICB) Rates and Charges are filed following. (N)

ACCESS SERVICE

19. Collocated Interconnection Service

19.1 General

This Section contains regulations, terms and conditions for Collocated Interconnection service, hereafter referred to as "Collocated Interconnection" or "Collocation," and associated Switched Transport, Special Access, and Packet Data services provided by the Company to the customer, hereafter referred to as "Collocator." This Section does not apply to any other service offered by the Company.

The regulations set forth in this Section 19 apply to the following: (N)

(1) Virtually Collocated Interconnection arrangements

(2) Physically Collocated Interconnection and SCOPE arrangements which are in-service or on order (i.e., a Collocation Application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 19.4(R) or 19.10.1(G) or 19.10.4(H) following.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. (N)(x)

The Company undertakes to provide Collocated Interconnection offered in this Section pursuant to the regulations, terms and conditions specified herein.

All terms and conditions within this Section apply to each Collocator purchasing Collocated Interconnection unless otherwise specified in Section 19.7.3 following.

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

Certain regulations previously found on this page can now be found on Page No. 19-1.1.

ACCESS SERVICE

19. Collocated Interconnection Service # (C)

19.1 General (Cont'd)

Regulations, terms and conditions as specified in this Section of the tariff apply only to the Company's offering of Collocated Interconnection and associated Switched Transport, Special Access, and Packet Data services provided to the Collocator. The regulations, terms, and conditions do not apply to any Collocator offering of services to its Subscribers. (M)

The provision of Collocated Interconnection by the Company as set forth in this Section does not constitute a joint undertaking with the Collocator for the furnishing of the Collocator's services.

Collocated Interconnection is subject to general regulations as put forth in Section 2 of this tariff unless otherwise stated herein.

Collocated Interconnection will be provided where facilities are available as specified in Section 19.7.3 following. In addition, the Telephone Company maintains the Collocation Space Summary, which associates the central offices contained in Section 19.7.3 with their designations as Physical, SCOPE, or Virtual and may be found on the Telephone Company's Internet website at http://www22.verizon.com/wholesale/clecsupport/content/0,,east-wholesale-resources-res_site_summ,00.html (C)

Requests for Collocated Interconnection at remote offices will be accepted when the necessary space and technical capabilities exist. (M)

See Section 19.1 above for further information.

Regulations on this page formerly appeared on Page No. 19-1.

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ACCESS SERVICE

19. Collocated Interconnection Service# (Cont'd) (C)

19.1 General (Cont'd)

The Telephone Company will accept bona fide requests for Collocated Interconnection in central offices not specified in the Section 19.7.3 following. For each bona fide request, the Telephone Company will determine the feasibility of providing Collocated Interconnection from that central office. For Physical Collocation, the Telephone Company will file the necessary tariff modifications to be effective upon 15 days notice. If necessary, the Telephone Company will file a request with appropriate state authorities to designate a central office as a Virtual Interconnection office. Tariff modifications reflecting such exemptions will be promptly filed upon approval. These tariff modifications will also be filed to be effective upon 15 days notice.

Hereinafter in this Section 19, the term Collocator facilities shall include facilities provided by the Collocator, facilities that are leased by the Collocator to the Telephone Company or a third party (i.e., Competitive Fiber Provider), or facilities provided by a Virtual Collocator for which a Bill of Sale is executed as described in Section 19.5(C)(2) following. The provision of facilities involving a third party are set forth in Section 19.10.3 following. (S)(x) (S)(x)

See Section 19.1 above for additional information. (N)

(x) Reissued material filed under Transmittal No. 406 and effective January 31, 2004.

19. Collocated Interconnection Service #(Cont'd)

19.2 Service Description

Collocated Interconnection provides for central office interconnection of Telephone Company-provided interstate Switched Transport, Special Access, and Packet Data services and facilities as specified below to Collocator-provided transmission equipment*.

This interconnection may be accomplished through either Physical, Virtual, or SCOPE Collocated Interconnection arrangements. Each central office where Physical, Virtual, or SCOPE Collocated arrangements are available is identified in Section 19.7.3 following. Specific designations for Physical, Virtual, and SCOPE arrangements are shown on the Collocation Space Summary, which can be found on the Telephone Company's Internet website at http://www22.verizon.com/wholesale/clecsupport/content/0,,east-wholesale-resources-res_site_summ,00.html

Collocated Interconnection is provided subject to the availability of suitable space and facilities in each central office building designated in Section 19.7.3 following.

Interconnection Cross Connects provides a Cross-connect and associated equipment for interconnecting Telephone Company-provided/tariffed services to an interconnection arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. (See Note below.)

See Section 19.1 above for additional information.

* The following provision applies with regard to IntelliLight® Optical Transport Service (IOTS) Partial Ring Service provided by the Telephone Company on a detariffed basis. Because the collocation of Collocator-provided transmission equipment within close proximity to the Telephone Company's IOTS device (node or amplifier) may interfere with the operation of IOTS, notwithstanding anything in this tariff limiting Collocated Interconnection collocation to transmission equipment, Collocator-provided fiber optic cross connect equipment may be collocated in a Collocated Interconnection collocation arrangement in a Telephone Company central office, in lieu of collocated transmission equipment, for interconnection with an IOTS Partial Ring Service provided by the Telephone Company, in accordance with the rates and other provisions of this tariff applicable to the collocation of transmission equipment. (C)

ACCESS SERVICE

19. Collocated Interconnection Service #(Cont'd)

19.2 Service Description (Cont'd)

The Telephone Company will provide interconnection to the following interstate services:

- 1.544 Mbps DS1 Service and multiplexing functionality
- 44.736 Mbps DS3 Service and multiplexing functionality (D)
- Exchange Access Frame Relay Service (XA-FRS) (D)
- ATM Cell Relay Service at DS3/45Mbps and OC3c/155Mbps
- IntelliLight Broadband Transport (IBT) OC3, OC3C, OC12, OC12C, OC48 and OC48c
- Special Access IntelliLight Shared Single Path (ISSP)
- LAN Extension Service (LES)
- IntelliLight Optical Transport Service (IOTS) Partial Ring Service
- Verizon Dedicated SONET Ring (DSR) Partial Ring Service
- IP Port Service
- Verizon Optical Networking
- Transparent LAN Service

Collocated Interconnection is available for Microwave Collocation where feasible on an individually negotiated basis.

The Interconnection Cross Connect can be provided at the fiber optic level, DS3 level (44.736 Mbps), and DS1 level (1.544 Mbps).

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service #(Cont'd)

19.2 Service Description (Cont'd)

(D)

(D)

19.2.1 Minimum Periods

The minimum service periods for Switched and Special Access Collocated Interconnection facilities are as follows:

DS3: 12 Months

All other services: 1 month

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

(1) For Switched, Special, and XA-FRS Access facilities, the charge for a month or fraction thereof is 100% of the applicable monthly rates for the service as set forth in 19.7 following. (D)

The minimum Period Charge is in addition to all applicable nonrecurring charges for the service.

See Section 19.1 above for additional information.

19. Collocated Interconnection Service #(Cont'd) (C)

19.3 Regulations

(A) The Collocator must provide to the Telephone Company the Design and Planning Fee, as specified in Section 19.7 following, along with a completed Collocation Application Form for each central office Collocated Interconnection arrangement requested. Collocators requesting unique Virtual Interconnection arrangements will be billed a negotiated Design and Planning Fee (based on design and planning costs incurred due to their unique Collocation request) following their submission to the Telephone Company of a completed Collocation Application Form and the completion of any necessary initial negotiations.

(B) The Telephone Company will process Applications for Collocation on a first-come, first-served basis as determined through the receipt of a completed Collocation Application Form and applicable Design and Planning Fee in accordance with the provisions of Telephone Company Tariff. No work or design and planning will commence until after the Collocator has provided to the Telephone Company the applicable Design and Planning Fee as specified in Section 19.7 following.

(C) To the extent practicable and consistent with the needs of the Telephone Company and other Collocators, the Telephone Company will make a best effort to place the Physically Collocated Interconnection space so as to permit the Collocator to expand its Collocated Interconnection within the same contiguous area.

(D) Subject to availability, Physically-Collocated and SCOPE Interconnection arrangements will be provided on a first-come, first-served basis in a Physically-Collocated or SCOPE office until such space and facilities are exhausted. In such instances where two or more requests for space are received at the same time for a central office building with limited space, a lottery will be administered to determine the order of selection of applicants. Central offices as defined in Section 19.7.3 following, located within the Collocator premises are available for Collocation subject to the approval of the premises owner.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service #(Cont'd) (C)

19.3 Regulations (Cont'd)

(E) If the space remaining in the defined portion of the central office in which Physical Collocation is provided (the "Collocation Space") is less than 100 square feet or otherwise configured so as to be unsuited to meet the requirements of another Collocator that has requested such space, the existing Collocator(s) shall have the option of applying for any portion(s) of the remaining space. Section 19.3.5 following will apply once the space is granted.

(F) In the event that the Collocator withdraws its request for Collocation service prior to completion, the Telephone Company will refund the pre-paid Design and Planning Fee less the actual costs incurred. If a Collocator cancels or withdraws its request prior to turn-up, the Collocator is responsible for all costs and liabilities incurred by the Telephone Company in developing, establishing, or otherwise furnishing the Collocation arrangement up to the point of cancellation or withdrawal.

(G) Upon receipt of the Collocator's first Collocation Application Form, the Telephone Company will, upon request, make available to the Collocator at cost any applicable Telcordia or Telephone Company-specific documentation as listed in 19.3.5 following. The Collocator is responsible for obtaining all other applications listed in 19.3.5 following.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service #(Cont'd) (C)

19.3 Regulations (Cont'd)

(H) A Physical Collocator may occupy only that space set forth in the Collocation schedule(s). Occupancy for all space will be granted upon completion of the Design and Construction work as defined in Section 19.3.1 following, including installation of the Telephone Company cabling at the Point of Termination based on the requested interconnections identified by the Physical Collocator in the Application for Collocation. The standard interval to establish a Physical Collocation arrangement will be 120 business days. The standard interval to establish a Virtual Collocation arrangement will be 60 business days. The Telephone Company will use its best efforts to provide occupancy of the space(s) on the agreed date and will keep the Collocator advised of any delays. However, if the Telephone Company fails for any reason to provide occupancy of the space(s) to the Collocator within the agreed-to interval for turnover of space(s), the Telephone Company shall not be liable to the Collocator in any way as a result of such failure to provide occupancy, provided that the Telephone Company has used reasonable efforts to provide occupancy within the estimated interval for turnover. In the event that the Telephone Company is delayed in providing occupancy to the Collocator for any reason other than the acts or omissions of the Collocator, the Collocator shall not be obliged to pay the Occupancy Fees for such space(s) until the date that the Telephone Company provides occupancy to the Collocator.

(I) The Telephone Company shall have the right to terminate all Collocated Interconnection arrangements at any time with respect to Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s) where the central office premises becomes the subject of a taking by an eminent authority having such power. The Telephone Company will notify the Collocator in writing as soon as practicable but at least 180 days in advance of such terminations unless the Telephone Company is notified in less than 180 days. The Telephone Company will identify the schedule, as soon as practicable, by which the Collocator must proceed to have the Collocator's equipment or property removed from the Collocated Interconnection and associated Cable Support Structure(s), and Cable Space(s). The Telephone Company shall proceed with such termination and relocation activities in a manner which is intended to be least intrusive to the Collocator. The Telephone Company will work cooperatively with the Collocator to minimize any potential for service interruption, resulting from the relocation. The Collocator shall have no claim against the Telephone Company for: (1) any relocation expenses (unless the Telephone Company is awarded relocation expenses as part of any award made for such taking), (2) any part of any award that may be made for such taking or value of any unexpired initial term or renewal periods that result from a termination by the Telephone Company, or (3) any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing the Collocator from making its own claim against the eminent authority ordering the taking of the central office premises.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service #(Cont'd) (C)

19.3 Regulations (Cont'd)

(J) The Collocator may terminate Collocated Interconnection arrangements, Cable Support Structure Space, Cable Space(s) and other arrangements described in Section 19.9 following by giving ninety (90) days prior written notice to the Telephone Company. The Collocator is responsible for the costs of partial termination.

(K) Collocated Interconnection arrangements will automatically terminate if the central office in which the space is located is closed, decommissioned or sold and is no longer used as a Telephone Company central office. At least one hundred and eighty (180) days written notice will be given to the Collocator of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Collocator as soon as practicable. The Telephone Company will work with the Collocator to identify alternate Collocated Interconnection arrangements. The Telephone Company will work cooperatively with the Collocator to minimize any potential for service interruption resulting from such actions.

(L) The regulations for Shared Use Analog and Digital High Capacity Services, as specified in Section 7.4.8 preceding, are not applicable for the services provided under Collocated Interconnection.

(M) When special construction of network facilities is required for the provision of Collocated Interconnection, the regulations for special construction are as set forth in the applicable Special Construction Tariff; however, the applicable rates and charges shall be filed in this section of this tariff, not in the Special Construction tariff.

(N) Telecommunications carriers may connect equipment housed in Virtual Collocation arrangements to equipment housed in either Physical or SCOPE Collocation arrangements in the same central office. Equipment housed in separate, but non-contiguous, Physical or SCOPE Collocation arrangements in the same central office may be connected by ordering the appropriate cross-connect to each Collocation arrangement.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service #(Cont'd) (C)

19.3 Regulations (Cont'd)

(O) The regulations described herein are in addition to other terms and conditions specified in this tariff. The Telephone Company's obligation to provide Collocated Interconnection is contingent upon the Telephone Company's receipt of all applicable fees, rates, charges, application forms and required permits.

(P) When an existing Collocator vacates Collocated Interconnection Space as specified in Section 19.3(J) preceding, and the Telephone Company has received all appropriate rates and fees and Collocation Construction Charges as specified in this tariff from another Collocator which has requested Collocated Interconnection arrangements in the same Collocated Interconnection Space previously vacated, the Telephone Company will credit the initial Collocator the pro rata share of the Collocator Construction charges paid to the Telephone Company as defined in 19.6(A) following. The Telephone Company will credit the initial Collocator Nonrecurring Cage Construction Charges if another Collocator occupies the same caged space previously occupied by the initial Collocator. The credit to the initial Collocator will be the initial nonrecurring Cage Construction charge less 1/360th for each month elapsed until occupancy occurs with the new incoming Collocator. The new incoming Collocator will be assessed the full nonrecurring Cage Construction charge less 1/360th for each month elapsed from occupancy by the initial Collocator.

(Q) When ordering Access Services to a Collocation site, customers must provide the Telephone Company with a Letter of Agency (LOA) from the Collocation vendor authorizing the access customer to order to their facility. The LOA should include the quantity and type(s) of services authorized.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning

(A) Prior to May 18, 1999, upon receipt of a completed Collocation Application Form for Physical Collocation in an office that has been listed in Section 19.7.3 following, the Telephone Company will calculate an estimated Room Construction Charge on a time and materials basis. For completed Collocation Application Forms received after May 18, 1999, a Space and Facility Charge, as described in Section 19.3.1.1 following, will apply for construction charges.

(B) The estimated Room Construction Charge includes the rates for the construction work undertaken on behalf of the Collocator and any vendor(s) charges for materials. The Telephone Company shall notify the Collocator of the estimated Room Construction Charge in writing within 30 business days following receipt of a Physical Collocation Application Form.

(C) If adequate space is unavailable, the Telephone Company will make a reasonable effort to negotiate a tariffed Virtual Collocation arrangement. If the Collocator elects to apply for Virtual Collocation, the difference between the Physical or SCOPE and Virtual Design and Planning Fee will be refunded. If it is determined that adequate space is unavailable and the Collocator does not desire Virtual Collocation, the Telephone Company will refund the pre-paid Design and Planning Fee less the reasonable costs incurred.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning (Cont'd)

(D) A Physical Collocator shall have 30 days from receipt of the estimated Room Construction Charge to pay the first installment (50%) of the Collocated Interconnection construction work estimate charges for the initial room construction or, if room construction is completed from previous requests, the full pro rata payment as defined in 19.6 following will apply. The estimated interval for turnover of space will run from the date of payment by the Physical Collocator of the first installment of the estimated Collocated Interconnection Room Construction Charge and will be contingent upon receipt of all applicable required permits. Unless the Collocator notifies the Telephone Company to the contrary, this payment shall signify acceptance of the design as well as all construction work estimates. If the Telephone Company does not receive the first installment of the estimated Room Construction Charge within the 30-day period, the Telephone Company will consider the offer rejected and will cancel the application and make the available space allocated for that application available to meet additional Collocator requests. The Telephone Company will refund the pre-paid Design and Planning Fee less the reasonable costs incurred.

(E) The Telephone Company shall designate all spaces to be occupied by the Collocator's facilities.

(F) In the event the Telephone Company determines that the Telephone Company's or any other entity's cable facilities in the Cable Support Structure or the Telephone Company's central office equipment needs rearrangement to accommodate the Collocator's designated facilities, the Telephone Company will include the costs of needed rearrangement activities either in the Special Construction Tariff or in Section 19.9 following depending on the nature of the work involved. The Telephone Company will notify the Collocator of any charges for needed rearrangement activities, in writing, within 30 days of receipt of the Collocator's request for service.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning (Cont'd) (T)

(G) The Collocator agrees to meet with the Telephone Company, if requested by the Telephone Company, to review design, work plans and schedules for the central office and installation of the Collocator's designated equipment within the central office.

19.3.1.1 Space & Facility

(A) After May 18, 1999, upon receipt of a completed Collocation Application Form for Physical Collocation in an office that has been listed in Section 19.7.3 following, a Space and Facility Charge will apply for construction of the first 100 square feet of the Collocation arrangement. When the Collocation arrangement is less than 100 square feet, the Space and Facility Charge will be adjusted by multiplying the difference in the square footage by the Space and Facility Additional Square Foot Charge and subtracting that amount from the charge for 100 square feet. When the Collocation arrangement is more than 100 square feet, the Space and Facility Charge will be adjusted by multiplying the difference in the square footage by the Space and Facility Additional Square Foot Charge and adding that amount to the charge for 100 square feet.

The following example describes the calculation performed to determine the charge for a Collocation arrangement that is greater than 100 square feet.

Example 1: Collocator requests 120 square feet Collocation arrangement

$47,686.20	Space and Facility Charge (first 100 square feet)
+ 4,768.60	Add'l cost (20 sq. ft. x $238.43) of contiguous space
$52,454.80	Adjusted Space and Facility Charge for 120 sq. ft. Collocation arrangement

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning (Cont'd) (T)

19.3.1.1 Space & Facility (Cont'd)

The following example describes the calculation performed to determine the charge for a Collocation arrangement that is less than 100 square feet.

Example 2: Collocator requests 25 square feet Collocation arrangement

$47,686.20	Space and Facility Charge (first 100 square feet)
-17,882.25	Reduction (75 sq. ft. x $238.43)
$29,803.95	Adjusted Space and Facility Charge for 25 sq. ft. Collocation arrangement

(B) Receipt of the completed Collocation application and the appropriate Design and Planning Fee will determine the order of priority of Collocators' requests.

At the time that the Telephone Company provides the Collocator with its proposal for the design and construction work, the Collocator must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company 50% of the total Space and Facility nonrecurring charge. The Collocation implementation schedule will start once the Telephone Company receives the 50% payment. If the Telephone Company does not receive the signed proposal and 50% of the total Space and Facility nonrecurring charge within 30 days of the Collocator receiving the proposal from the Telephone Company, the Telephone Company will consider the offer rejected and will cancel the application and make available the space allocated for that application to meet additional Collocation arrangement requests.

The balance of the Space and Facility Charge will be billed to the Collocator at the time the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the Collocation arrangement.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.1 Design & Planning (Cont'd) (T)

19.3.1.1 Space & Facility (Cont'd)

Should a Collocator vacate its Collocation arrangement, the Collocator will be credited with the remaining unamortized amount of the Space and Facility Charge upon subsequent occupancy of the same Collocation arrangement by another Collocator or if the same Collocation arrangement is used by the Telephone Company. The subsequent Collocator will be responsible for payment of the remaining unamortized amount of the Space and Facility Charge prior to occupying the Collocation arrangement.

(C) Effective May 18, 1999, the Telephone Company will discontinue the Common Nonrecurring Charge Proration described in Section 19.6(A) following. All new applications for Physical Collocation arrangements received after May 18, 1999, will be billed the appropriate Space and Facility Charge. In addition, all pending applications for rooms that are under construction on May 18, 1999, where final costs have not yet been rendered, will be billed at the appropriate Space and Facility Charge.

Collocators who have paid under the Proration plan for more than their share of an existing room where there is still space for additional Collocators will be made whole to the appropriate flat rate when the space is fully occupied and paid for by the other Collocators. No refunds will be given in those rooms where there is no additional space available and all pro rata refunds have already been given.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.2 Acceptance and Turnover of Space(s)

(A) The Telephone Company will notify the Physical Collocator in writing of the completion of the Collocated Interconnection construction work.

(B) For completed Collocation Application forms received prior to May 18, 1999, and before beginning installation work or occupancy, the Physical Collocator must provide the Telephone Company with a signed statement indicating acceptance of the Collocated Interconnection construction work. The Telephone Company will render a final bill to reconcile the Collocated Interconnection construction work estimate with actual costs when specific charges are made available after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date.

(C) Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocated Interconnection Space, the Collocator must obtain the Telephone Company's written approval of the Collocator-proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

(D) Temporary Staging Area

The Physical Collocator shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the Physical Collocator's equipment installation work in the Collocated Interconnection Space. The Physical Collocator is responsible for protecting the Telephone Company's equipment and central office walls and flooring within the staging area and along the staging route. The Physical Collocator will store equipment and materials within the Collocated Interconnection Space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s). The Physical Collocator will meet all Telephone Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of the installation work. The Telephone Company may assess a cleaning charge for failure to comply with this obligation. The cleaning charge will be as set forth for Additional Labor in the Telephone Company's tariff(s), Access Service, Section 13.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.2 Acceptance and Turnover of Space(s) (Cont'd) (T)

(E) Inspections of Physical Collocator's Facilities

The Telephone Company has the right to inspect, at the Physical Collocator's expense, the completed installation of the Physical Collocator's equipment and facilities and to make subsequent and periodic inspections of the Physical Collocator's equipment and facilities occupying Collocated Interconnection Space(s), associated Cable Space and Cable Support Structure Space. Such further inspections will be at the expense of the Physical Collocator if that Physical Collocator is found not to be in compliance with the terms and conditions of this tariff. The Telephone Company will notify the Physical Collocator in writing at least two weeks in advance of such Telephone Company initiated inspections, and the Physical Collocator shall have the right to be present at the time of inspection. The Telephone Company will make no more than one inspection on a monthly basis. This inspection limitation does not include inspections of an emergency nature or inspections initiated by outside agencies (e.g., fire, safety and insurance). The Telephone Company will notify the Collocator in writing of any outside agency inspection promptly upon being notified by the specific agency requesting such inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the Collocator as soon as reasonably possible. The Physical Collocator shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections.

In the event that an emergency necessitates an inspection, the Telephone Company, as soon as reasonably possible, will notify the Collocator of the emergency, the nature of the emergency, and that an inspection is being conducted in response to the emergency.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.3 Other Obligations of Collocators

(A) Insurance

All following regulations apply, unless otherwise agreed to between the Physical Collocator and the Telephone Company, and specifically explained in Section 19.9 following.

(1) The Physical Collocator shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following and underwritten by insurance companies licensed to do business in the jurisdiction where Collocation occurs having a BEST Insurance rating of at least AA-12, which is consistent with the rating maintained by all companies doing business with the Telephone Company. The Telephone Company shall be named as an ADDITIONAL INSURED and a LOSS PAYEE on ALL applicable policies as specified in Sections 19.3.3(A)(2)(a), (b), (c), and (d) following.

(2) (a) Comprehensive General Liability coverage on an occurrence basis in an amount of $2 million combined single limit for bodily injury and property damage, with a policy aggregate of $4 million. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

(b) Umbrella/Excess Liability coverage in an amount of $10 million in excess of coverage specified in (a) above.

(c) All Risk Property coverage on a full replacement cost basis insuring all of the Physical Collocator's real and personal property situated on or within the Telephone Company location(s). The Physical Collocator may also elect to purchase business interruption and contingent business interruption insurance.

(d) (1) Statutory Worker's Compensation coverage
(2) Contractual Liability coverage
(3) Automobile Liability coverage
(4) Employer's Liability coverage in an amount of $2 million.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.3 Other Obligations of Collocators

(A) Insurance (Cont'd)

(3) All policies purchased by the Physical Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.

(4) All insurance must be in effect on or before the Telephone Company authorizes access by the Collocator employees or placement of Collocator equipment or facilities within the Telephone Company premises and such insurance shall remain in force as long as the Physical Collocator's facilities remain within the Telephone Company's central offices. If the Physical Collocator fails to maintain the coverage, the Telephone Company will assume the expense for such coverage and seek reimbursement from the Physical Collocator. Failure to make a timely reimbursement will constitute a material breach of the terms of this tariff.

(5) The Physical Collocator shall submit certificates of insurance reflecting the coverage specific in Sections 19.3.3(A)(2)(a), (b), (c), and (d) preceding prior to the commencement of the work called for in this tariff. The Physical Collocator shall arrange for the Telephone Company to receive 30 days advance notice of cancellation from the Physical Collocator's insurance company. Notice of cancellation should be forwarded to the Telephone Company:

(6) The Physical Collocator must also conform to the recommendation(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations the Telephone Company shall hereafter agree to.

(7) Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this tariff arrangement.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.4 Use of Space

(A) "Efficiently used" shall mean that substantially all of the floor space is taken up by the equipment specified in the Telephone Company tariffs. Such equipment must be placed no greater than 20% above the minimum distribution permitted by Telcordia Network Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE). The determination as to whether or not this criterion is met is solely within the reasonable judgement of the Telephone Company.

If the Collocated Interconnection space is not secured in a metal enclosure (cage), the equipment frame placement must adhere to minimum aisle spacing standards for that system between the equipment frame placement and the perimeter of the Collocated Interconnection space as defined in the most recent issue of Telcordia Network Equipment Building System (NEBS) requirements (GR-63-CORE).

The Telephone Company will work cooperatively with the collocator to accommodate as many collocation arrangements as possible at central offices where there is limited physical space available.

(B) If Collocated Interconnection Space is needed to accommodate another Physical Collocator or the Telephone Company's service, the Telephone Company may take back from the Physical Collocator any Collocated Interconnection Space that is not being "efficiently used." In addition, the Telephone Company may take back for the same purposes space that is not being used at all to house equipment specified in the Telephone Company tariffs for Collocated Interconnection. The Physical Collocator will have one hundred eighty (180) days from the time of notice by the Telephone Company to the Physical Collocator of the need for such space to ensure that such space is being used in accordance with the terms herein.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance

(A) Specifications

(1) Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, and any other governing authority having jurisdiction. All Collocated entrance facilities and splices must comply with the Telcordia Generic Specification for Optical Fiber and Optical Fiber Cable (GR-20-CORE, Issue 3), (C)(x) Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities. The Collocator's designated equipment located within the Telephone Company's central office must comply with the most recent issue, unless otherwise specified, of Telcordia Network Equipment - Building System (NEBS) requirements (GR-63-CORE, Issue 1). This equipment must also comply (C)(x) with the most current issue, unless otherwise specified, of the Telephone Company's Network Equipment Installation Standards (Verizon Information Publication IP 72201, Issue 1A) and the Telephone Company's Central (C)(x) Office Engineering Standards (Verizon Information (C)(x) Publication IP 72013, Issue 6).

Where a difference in specification may exist, the more stringent shall apply. The Collocator's designated facilities shall not electronically or inductively interfere with the Telephone Company's, other Collocator's, tenant's or any other party's facilities. If such interference occurs, the Telephone Company may take action as permitted under Section 2 preceding.

(2) The Telephone Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this tariff. In such cases, the Telephone Company will at its discretion furnish to the Collocator written material which will specify and explain the required construction.

See Section 19.1 above for additional information.
(x) GR-20-CORE, Issue 3, replaces TR-TSY-00020 in its entirety.
GR-63-CORE, Issue 1, replaces GR-63-CORE in its entirety.
Verizon Information Publication IP 72201, Issue 1A, replaces Verizon Information Publication IP 72201 in its entirety.
Verizon Information Publication IP 72013, Issue 6, replaces Verizon Information Publication IP 72013 in its entirety.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(B) Entrance Facilities

(1) Entry Points

The Telephone Company will provide, when requested, two separate points of entry to a central office whenever there are at least two entry points for the Telephone Company cable and both entrances have available facilities. In those central offices with only one entry point, a Collocator may request Special Construction of any additional entry points. The Design and Planning Fee is based on the requested number of entry points. Special Construction charges as specified in the Special Construction tariff or Section 19.7 following, will apply in these instances.

The Collocator may also interconnect its transmission equipment with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem, or remote node (i.e., a point of presence established under terms other than those specified for Collocated Interconnection). Cable Installation and Cable Support Structure charges, as defined in 19.7.4 and 19.7.5 following, will apply.

(2) Central Office Manhole

The Collocator is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and for leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office to the location of the Collocated Interconnection Space or the Virtual Collocation equipment as the case may be.

A Virtual Collocator alternatively may request a Telephone Company-performed splice to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault. If the cable vault splicing option is chosen, the Collocator is still responsible for placement of the fiber optic facility to the central office manhole or another Telephone Company-designated location.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(B) Entrance Facilities (Cont'd)

(2) Central Office Manhole (Cont'd)

The installation and maintenance of the fiber optic cable to the Telephone Company-designated location require a Telephone Company escort. Escorts shall be paid for based on rates as specified in Section 19.7 following. All Collocator work performed on the Telephone Company premises requires a Telephone Company escort.

In the Telephone Company-designated location serving the central office in a Telephone Company manhole, the Telephone Company reserves the right to exclude all equipment and facilities, other than cable, from its central office manholes. No metallic sheath cable may be placed in the Telephone Company manholes or central offices. No Collocator-performed splicing will be permitted in the central office or manhole, except within a Collocated dedicated space.

(3) Point of Interconnection

The Telephone Company will designate Points(s) of Interconnection at the point(s) of demarcation between the Collocator-designated facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(B) Entrance Facilities (Cont'd)

(4) Cable Installation and Cable Support Structure

The Telephone Company will extend the Collocator-provided fiber optic cable to the cable vault and place the cable in the Telephone Company-provided fire retardant tubing prior to extension to the central office equipment, except as described in Section 19.10.3 following. Any applicable Special Construction charges will apply.

In Virtual Collocation, the Collocator may opt for the cable vault splicing option. The Telephone Company will extend the Collocator-provided fiber optic cable to the cable vault where it will be spliced to the Telephone Company-provided fire retardant cable, except as described in Section 19.10.3 following.

The Telephone Company is responsible for installing the Collocator-designated fiber optic feeder cable in the Cable Support Structure to the Collocated Interconnection location. The cable installation and Cable Support Fees are set forth in Section 19.7 following.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(C) Collocated Interconnection Space

(1) Physical Collocation Space

The Telephone Company is responsible for providing Collocated Interconnection Space in accordance with this tariff. The Physical Collocator will be responsible for accepting delivery, installation and maintenance of its equipment within the Collocated Interconnection Space. The Physical Collocator may not construct improvements or make alterations or repairs to the Collocated Interconnection Space without the prior written approval of the Telephone Company.

(2) Virtual Collocation

The Telephone Company will be responsible for installation, maintenance and all related activities between its equipment and the Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Collocator-provided equipment and the Telephone Company-designated location serving the central office building. The Telephone Company is also responsible for maintenance of the Collocator-provided equipment.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(D) Point of Interconnection

(1) Physical Collocation

The Telephone Company will designate Point(s) of Interconnection at the point(s) of physical demarcation between Physical Collocator's facilities and the Telephone Company facilities. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the Point of Interconnection. The Physical Collocator will pay a Maintenance of Service Charge, as specified in Section 13 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the Physical Collocator's side of the Point of Interconnection; e.g., in the connection cabling or associated cross connections on the Physical Collocator's side.

(2) Virtual Collocation

The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance. The Collocator is responsible for providing the terminating transmission equipment, as specified in Section 19.3.5(G) following. The Collocator must also specify all software options for the transmission equipment and associated plug-ins. In addition, the Collocator shall provide the following:

- all necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins
- all unique tools and test equipment

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(E) Installation and Engineering Options

The Collocator has two options for the installation and engineering of the Collocator-provided equipment: (1) engage the services of the Telephone Company at rates specified in Section 19.7(C) and/or 19.7(D) following; (2) contract directly with a Telephone Company-approved installation vendor. Under option (2), the Collocator may itself become a Telephone Company-approved installation vendor upon prior approval of the Telephone Company.

(F) Non-Compliant Installations and Operations

If at any time the Telephone Company reasonably determines that either the equipment or the engineering and installation, if contracted per (2) above, do not meet the requirements outlined in this tariff, the Collocator will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the Collocator fails to correct any non-compliance with these standards within 15 days' written notice to the Collocator, the Telephone Company may have the equipment removed or the condition corrected at the Collocator's expense. If, during the installation phase, the Telephone Company reasonably determines that any Collocator-designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security or other laws or regulations, the Telephone Company has the right to immediately stop the work until the problem is corrected to the Telephone Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Telephone Company employees, interferes with the performance of the Telephone Company's service obligations, or poses an immediate threat to the physical integrity of the Cable Support Structure or any other 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 Collocator. The reasonable cost of said work and/or actions shall be borne by the Collocator. The Telephone Company reserves the right to remove products, facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS and the Telephone Company standards.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(G) Defined Virtual DS1 and DS3 Collocated Interconnection services will interconnect with Transmission Equipment (i.e., SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE)) located in the Telephone Company's central office. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, will be provided by the Collocator to the Telephone Company for a nominal sum. The Telephone Company will own and maintain the fiber, cable, and transmission equipment that the Telephone Company purchases from the Collocator. Upon termination of the service arrangement pursuant to the Telephone Company tariff, the Collocator has the option of repurchasing the same SNE or OLTE for the same nominal sum initially paid to the Collocator.

(H) The Collocator will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Telcordia, must be consistent with those used by the Telephone Company for its own equipment.

(I) All central office Collocated Interconnections will be DS1 or DS3 at the electrical side of the transmission equipment as listed in 19.3.5(G) preceding. Additional types of Collocated Interconnection will be tariffed upon receipt of a Bona Fide Request, where the needed technology is available.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(J) DS3 to DS1 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(K) Reserved

(L) DS1-DS0 multiplexing is only available in the Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(M) Reserved

(N) Reserved

(O) If the Collocator wishes to view the Virtual Collocation arrangement in the Telephone Company central offices, the Collocator's personnel will be allowed access only when a Telephone Company-authorized representative is available. The Telephone Company shall provide an authorized representative to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company-authorized representative's time will be as set forth for Collocation Labor rates as specified in Section 19.7 following.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(P) Security Arrangements

(1) The Physical Collocator must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company central offices.

(2) The Physical Collocator will maintain with the Telephone Company a list of all Physical Collocator employees who are currently authorized by the Physical Collocator to access its Collocated Interconnection Space and will include social security numbers of all such individuals. The Physical Collocator will also maintain with the Telephone Company a list of its Collocated-approved vendors and their Social Security numbers who request access to Interconnection Space. Only those individuals approved by the Telephone Company will be allowed access to the Telephone Company central office and the Collocated Interconnection Space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All Physical Collocator personnel must obtain and conspicuously wear a non-employee Telephone Company identification card. Former employees of the Telephone Company will be given access to the Telephone Company central office by the Physical Collocator in accordance with the Telephone Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Telephone Company's premises. (T)

(3) The Telephone Company, for good cause shown, may deny access to any individual authorized by the Physical Collocator to have access to its space.

(4) In the event of work stoppages, separate entrances will be established for the Physical Collocator, where possible. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages. The Physical Collocator will notify the Telephone Company of any work stoppages by Physical Collocator employees.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(Q) Removals, Relocations and Rearrangements

Upon termination of all or any 100-square-foot portion of the Physical Collocator's Collocated Interconnection arrangements pursuant to Section 2 of this tariff, the Physical Collocator must remove its equipment from that space within 30 days. Upon removal by the Physical Collocator of all its equipment from the Collocated Interconnection Space or portion thereof, the Physical Collocator will reimburse the Telephone Company for the cost to restore the Collocated Interconnection Space to its original condition at time of occupancy and to make whatever modifications are needed to reduce the size of the occupancy. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Due to physical and technical constraints, removal of cable will be at the Telephone Company's option. When the Physical Collocator wishes to consolidate its facilities which were located in two or more Collocated Interconnection Space locations, a request must be submitted to the Telephone Company, and the Telephone Company will provide the Physical Collocator with an estimate of the cost which the Physical Collocator must pay for such a consolidation, the cost of which will be calculated on the basis of the initial construction. The cost will be applied on a time and materials basis as set forth in Section 13 preceding. Monthly charges for Cable Support Structure apply until the cable is removed. The Removal Charge will be applied on a time and materials basis as set forth in Section 13 preceding.

(R) Access Rights of the Telephone Company

The Physical Collocator will provide access to its Collocated Interconnection Space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. Except under emergency conditions, the Telephone Company will notify the Physical Collocator when access is required, and the Physical Collocator will have the option to be present at the time of access. If emergency access occurs, the Telephone Company will inform the Physical Collocator as soon as reasonably possible after the termination of the emergency.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.5 Installation, Engineering and Maintenance (Cont'd)

(S) Shared Building Facilities

Where the Physical Collocator shares a common entrance to the central office with the Telephone Company, the reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted. However, access to such facilities may be restricted by security requirements, and a Telephone Company employee may be required to accompany the Physical Collocator's personnel.

In certain central offices, the Collocator's personnel will be allowed access only when an authorized Telephone Company technician is available. The Telephone Company shall provide a technician to accompany the Collocator's personnel for access to these central offices on reasonable notice, and the charges for the Telephone Company technician's time will be as set forth for Additional Labor in the Telephone Company's tariff, Access Service, Section 13 preceding.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.6 Rules of Conduct

The Collocator agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office, the Telephone Company's personnel and vendors provided to the Collocator. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the Collocator with written notice of such changes.

19.3.7 Liability and Damages

(A) The Telephone Company shall be liable to the Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of the Telephone Company's agents or employees to the Collocator-designated facilities or equipment occupying the Telephone Company's central office. The Telephone Company shall not be liable to the Collocator or customers of the Collocator for any interruption of the Collocator's service or for interference with the operation of the Collocator-designated facilities arising in any manner out of the Collocator's presence in the Telephone Company's central office(s), unless such interruption or interference is caused by the Telephone Company's willful misconduct.

(B) The Collocator shall indemnify, defend and hold harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Collocator or by any other party or person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the Collocator-designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 19.3.7 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 18 months from the date of termination.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

(C) The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all damages, cost and expenses imposed on the Telephone Company as a result of the Collocator's presence in the central office and/or acts by the Collocator, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating Cable Support Structure arrangement resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights.

(D) In no event shall the Telephone Company or any of its directors, officers, employees or agents be liable for any loss of profit or revenue by the Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by the Collocator, even if the Telephone Company has been advised of the possibility of such loss or damage. The Collocator shall indemnify, defend and hold harmless the Telephone Company, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all claims, costs, expenses or liability arising out of installation and engineering of Collocation equipment.

(E) The Collocator represents, warrants and covenants that the Collocator shall not cause or permit any other party to cause any environmental conditions in, at or affecting the Telephone Company's central office which violate any Federal, State or Local law, ordinance, rule or regulation. The Collocator shall indemnify, defend and hold harmless the Telephone Company from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission and the termination of any Collocation arrangement with the Collocator for at least 18 months from the date of termination.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

(F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by the Collocator, the damages thereto but not the Collocator equipment contained therein shall be repaired by and at the expense of the Telephone Company.

(G) The Physical Collocator shall be responsible to ensure that all persons under its control work in compliance herewith, satisfactorily, and in harmony with all others working in the Telephone Company's central office and Cable Support Structure Space.

(H) (1) If the demised premises or any part thereof shall be damaged by fire or other casualty, the Physical Collocator shall give immediate notice thereof to the Telephone Company, and the regulations in this tariff shall continue in full force and effect except as hereinafter set forth.

(2) If the Collocated Interconnection Space is partially damaged or rendered partially unusable by fire or other casualty not caused by the Physical Collocator, the damages thereto shall be repaired by and at the expense of the Telephone Company.

The Occupancy Fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Collocated Interconnection Space and/or associated Cable Support Structure Spaces which is usable.

(3) If the Collocated Interconnection Space or Cable Support Structure Space or Cable Space is totally damaged or rendered unusable by fire or other casualty not caused by the Physical Collocator, then the Occupancy Fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same, as hereinafter provided.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.7 Liability and Damages (Cont'd)

(I) If the Collocated equipment location or Cable Support Structure Space is rendered wholly unusable through no fault of the Physical Collocator, or if the building shall be so damaged that the Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, the Telephone Company may elect to terminate the Collocated Interconnected arrangements in the damaged building by providing written notification to the Collocator as soon as practicable but no later than 180 days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than 60 days after the giving of such notice. Upon the date specified in such notice, the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. The Physical Collocator shall forthwith quit, surrender and vacate the premises without prejudice. However, the Telephone Company's rights and remedies against the Physical Collocator in effect prior to such termination, and any Occupancy Fee owing, shall be paid up to such date. Any payments of Occupancy Fee made by the Physical Collocator which were on account of any period subsequent to such date shall be returned to the Physical Collocator. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations under the condition of (2) and (3) preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control. After any such casualty, the Physical Collocator shall cooperate with the Telephone Company's restoration by removing from the Collocated Interconnection Space, as promptly as reasonably possible, all of the Physical Collocator's salvageable inventory and movable equipment, furniture and other property. The Physical Collocator's liability for Occupancy Fee shall resume either upon occupancy by the Physical Collocator or 30 days after written notice from the Telephone Company that the Collocated Interconnection Space or Cable Support Structure Space is restored to a condition comparable to that existing prior to such casualty. The Telephone Company will work cooperatively with the Collocator to minimize any disruption to service, resulting from any damage. The Telephone Company will provide written notification to the Collocator as soon as practicable detailing its plans to rebuild the Collocated Interconnection building. The Telephone Company will restore service to the Collocator as soon as practicable.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

19.3.8 Confidential Information

The Telephone Company will hold in confidence information provided to it by the Collocator and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the Collocator is to hold in confidence information provided to it by the Telephone Company and information known to the Collocator as a result of its presence in Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

(1) was already known to the party free of any obligation to keep it confidential;

(2) was or becomes publicly available by other than unauthorized disclosure; or

(3) was rightfully obtained from a third party not obligated to hold such information in confidence.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.3 Regulations (Cont'd)

19.3.9 Business Integrated Timing Supply

(A) Business Integrated Timing Supply (BITS) provides a synchronized timing source for the Collocator's electronic communication equipment from a central source within the Telephone Company's network. BITS is the synchronization architecture which the Telephone Company utilizes to distribute and synchronize timing throughout its network. With BITS, timing is distributed from a primary timing reference source to Stratum level clocks or other timing devices within Telephone Company central offices. Timing is extended to various network elements within the central office over cabling from output cards on Timing Signal Generator (TSG) units installed in the central offices. Timing output cards are provided with automatic switching to protect timing should the primary card fail. The BITS/TSG regenerates the primary reference source synchronization signal and reformats the signal into either DS1 or 64 Kbps Composite Clock format, as required by the digital network elements to which timing is extended.

(2) The Telephone Company will extend timing from output ports on the TSG to the Collocator’s network elements within its Virtual Collocation arrangement or to the Point of Termination (POT) Bay of its Physical or SCOPE Collocation arrangement. Cabling from the POT Bay to the network elements located within the Physical or SCOPE arrangement are the responsibility of the Collocator. The maximum cable distance and type of cable to be used are determined by the type of timing signal required (i.e., DS1 or Composite Clock). Distance limitations, cable requirements, and other technical requirements are contained in Technical References GR-436-CORE, Issue 1; (C)(x)
GR-1244-CORE, Issue 3; and ANSI T1.101. (C)(x)

(3) The Collocator must specify BITS timing in its initial or augment Collocation application and is subject to the appropriate Design and Planning fee for the type of application involved.

(4) BITS is only available to Collocator’s for DS1 and Composite Clock timing requests, subject to the availability of the timing source in the central office involved.

(5) The rates for BITS include monthly and nonrecurring charges and are shown in Sections 19.7.4(J), 19.7.5(F), and 19.19.1(G) following. Both charges are applied per timing output port requested by the Collocator.

See Section 19.1 above for additional information.

(x) GR-436-CORE, Issue 1, replaces GR-436-CORE in its entirety.
GR-1244-CORE, Issue 3, replaces GR-1244-CORE in its entirety.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

(D)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.3 Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection

(A) The minimum size of Interconnection Space will be 25 square feet of segregated secure space per central office building per Collocator. Additional space will be provided on a per request basis, where feasible, and where space is being efficiently used as specified in Section 19.3.4 preceding. Additional space can be requested by the Collocator by completing and submitting a new Collocation Application Form. The Telephone Company will not provide a single Physical Collocator more than half of the initial space available for Physically Collocated Interconnection unless such amount is required to provide 25 square feet of Interconnection Space.

For Physical Collocation applications received after October 28, 1998, the Telephone Company will no longer require the Physical Collocator to secure all its equipment in a metal enclosure (cage) and the rate for Standard and Non-Standard Cage Construction as shown in 19.7.4 following will no longer apply. However, the collocator may at its own expense contract directly with a Telephone Company approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards.

For Physical Collocation applications received prior to October 28, 1998, cages provided by the Telephone Company will continue to be provided and maintained as follows. The Telephone Company will require the Physical Collocator to secure all equipment owned or leased by the Physical Collocator in a metal enclosure (cage). The Telephone Company will construct the cage with a standard enclosure or an enclosure with a roof (non-standard). The Telephone Company may require the Physical Collocator to order a non-standard enclosure to ensure the Telephone Company's access to overhead structures for maintenance without the need for entry into the Physical Collocator's Interconnection Space. In cases where there is no other Collocation Space available, the Collocator has the option of accepting the Telephone Company designated Collocation Interconnection Space and paying for a non-standard enclosure. If the Collocator chooses to accept such Collocation Space, then the Collocator will be charged for a Telephone Company provided non-standard cage construction as set forth in Section 19.7 following. In the case of any request, the Physical Collocator may at its own expense contract directly with a Telephone Company approved contractor for a standard or non-standard cage construction, providing it conforms with the Telephone Company specifications and safety standards. The Telephone Company will consider for approval any Collocator recommended contractor not currently approved by the Telephone Company.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection (Cont'd)

(B) The use of Collocated Interconnection Space by the Physical Collocator is to place equipment owned or leased, installed, operated and maintained by the Physical Collocator, which interconnects with the Telephone Company facilities in accordance with the Telephone Company tariffs.

(C) The Collocator may place in the Collocated Interconnection Space the equipment described in Section 19.4(H) following. The Collocator is also permitted to place in the Collocated Interconnection Space ancillary equipment such as cross connect frames, as well as storage cabinets and work surfaces (e.g., tables). To help ensure the availability of sufficient space for all the Collocators, the storage cabinets and work surfaces must not take up more than the amount of space specified in Section 19.3.4 preceding describing efficient use of space and must meet the Telephone Company's central office environmental standards. The Collocator may order from the Telephone Company business message rate services for administrative purposes required within the Physical Collocated Interconnection Space. The Collocator may, upon request, order additional administrative lines and/or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocated equipment within the collocation arrangement.

(D) The Telephone Company will designate the floor space within each central office that will constitute the Physical Collocator's Interconnection Space. The Telephone Company, at its option and depending on safety and building requirements (e.g., local government, state government, zoning or occupancy regulations, etc.), may require a Physical Collocator to enclose its Interconnection Space in a cage.

(E) The Physical Collocator is responsible for installing and maintaining its fiber optic cable up to the Telephone Company-designated location and leaving sufficient cable length for the Telephone Company to extend fully such cable to the cable vault located in the central office and to the Collocator's Interconnection Space, except as described in Section 19.10.3 following.

(F) The Telephone Company will extend the Collocator's fiber optic cable to the cable vault and place the cable in fire retardant tubing prior to extension to the Collocator's Interconnection Space. Any applicable Special Construction charges will apply.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection (Cont'd)

(G) The Physical Collocator shall maintain the fiber optic feeder cable from the central office manhole or other Physical Collocator-designated location into the central office cable vault and between the cable vault and the Collocated Interconnection Space. The Telephone Company shall, upon reasonable notice, provide a technician to accompany the Collocator's personnel within the central office cable vault and between the cable vault and the Collocated Interconnection Space, and the charges for the Telephone Company technician's time will be as set forth for Additional Labor in the Telephone Company's tariff, Access Service, Section 13.

(H) The Collocator's Interconnection Space will be the location where the Collocator may install and maintain the equipment (e.g., optical terminations, multiplexing) needed to terminate basic transmission facilities in the central office.

(I) All equipment to be installed in the Telephone Company central offices must comply with the Telcordia Network Equipment - Building System (NEBS) Requirements (GR-63-CORE), the Telephone Company central office environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently becomes effective. In addition, all equipment to be installed must comply with the provisions as set forth in Section 19.3.5(A) preceding.

(J) Effective February 17, 2004, 48-Volt battery-backed DC power will no longer be provided in this tariff. (C) (C)

(K) The Telephone Company will be responsible for the installation, maintenance and all related activities between Telephone Company equipment and Collocator equipment. The Telephone Company is also responsible for installing a Network Cable Rack between the Collocated Interconnection Space and the Telephone Company's Network. The Network Cable Rack will be provided on a per service basis.

(L) All central office building Collocated Interconnections will be DS1 and DS3 electrical only.

(M) DS3 to DS1 multiplexing is only available in the Telephone Company Hubs as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection (Cont'd)

(N) Reserved

(O) The Telephone Company will permit the Collocator's employees, agents and contractors, as approved by the Telephone Company as specified in Section 19.3.5(E) preceding, to have access to the Collocator's Interconnection Space at all times, except as specified in Section 19.3.5(P) preceding, provided that the Collocator's employees, agents, and contractors comply with all policies and practices of the Telephone Company including those associated with Collocation escort, fire, safety, environmental and security standards.

(P) The Collocator will be responsible for all installation, maintenance, repair and service functions for Collocator equipment located in its Collocated Interconnection Space.

(Q) The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection (Cont'd)

(R) The Collocator may convert a physical collocation arrangement under this tariff to a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 and subject to (1) through (5) following. (N) (x) (x)

(1) The physical collocation arrangement must have been in service or on order (i.e., a Collocation Application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(2) No later than March 18, 2004, the Collocator must notify the Telephone Company of its intent to convert its physical collocation arrangement 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 physical collocation arrangement, the total square footage of the physical collocation arrangement, the order date for the physical collocation arrangement, and the tariff or Interconnection Agreement to which it is being converted. The Collocator 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 collocation arrangement set forth in Section 19.7 of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the Collocator provided notification to the Telephone Company pursuant to (2) preceding. (x) (x) (N)

See Section 19.1 above for additional information. (N)

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.4 Physically-Collocated Interconnection (Cont'd)

(R) (Cont'd)

(4) Eligible Collocators will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the physical collocation arrangement assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the physical collocation arrangement is converted. To be eligible for the credit, the physical collocation arrangement must have been ordered under this tariff after the date specified below in the state in which the physical collocation arrangement was established.

State	Credit Availability Date
Delaware	May 8, 2001
Pennsylvania	April 3, 2001
Maryland	July 24, 2002
New Jersey	January 1, 2001
Virginia	July 15, 2002
Washington D.C.	December 20, 2002

(D)

(5) The following activities related to the conversion of a physical collocation arrangement 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 Collocator'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 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 (R)(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 19.7.4(K)(1) and (K)(2) following. The amounts shown for the annual credit include interest at 5.45%.

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.4 Physically-Collocated Interconnection (Cont'd)

(R) (Cont'd)

(5) (Cont'd)

For Collocators 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 Collocator 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 Collocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Collocator will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges. (N)

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

Payment of the annual incentive will continue to the original Collocator if the physical collocation arrangement is disconnected or is assigned to a new billing party as allowed under this tariff.

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

(6) For Collocators who do not convert an existing physical collocation arrangement 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. (x) (x) (x) (N)

See Section 19.1 above for additional information. (N)

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.5 Virtually-Collocated Interconnection

(A) The Virtual Collocator is responsible for installing and maintaining its fiber optic cable to the Telephone Company-designated location serving the central office and leaving sufficient cable length for the Telephone Company to extend fully such cable through the cable vault located in the central office and connect it directly to the central office equipment. The Collocator will not have physical access to the central office building.

(B) The Telephone Company will extend the Collocator-provided fiber optic cable to the cable vault and place the cable in Telephone Company-provided fire retardant tubing prior to extension to the central office equipment, except as described in Section 19.10.3 following. Any applicable Special Construction charges will apply.

The Telephone Company will splice the Collocator-provided fiber optic cable to the Telephone Company-provided fire-retardant cable in the Telephone Company central office cable vault if the Collocator chooses the cable vault splicing option.

The Collocator may also provide its own transport fiber to interconnect its virtual collocation arrangement with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem, or remote node (i.e., a point of presence established under terms other than those specified for Collocated Interconnection). Cable Installation and Cable Support Structure charges, as defined in 19.7.4 and 19.7.5 following, will apply.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.5 Virtually-Collocated Interconnection (Cont'd)

(C) Virtual DS3 and DS1 Collocated Interconnection services will interconnect with SONET Network Elements (SNE) or Optical Line Terminating Equipment (OLTE) located in the Telephone Company's central office building. In order to ensure the compatibility of the transmission capabilities, associated protection and the SNE or OLTE located in both the Collocator's premises and the Telephone Company's central office, for those Collocation arrangements established prior to March 14, 2000, the SNE or OLTE as well as the fiber located in the Telephone Company's central office will be provided by the Virtual Collocator to the Telephone Company for a nominal sum. On March 14, 2000, Telephone Company ownership of the Collocator-provided equipment will be converted to an operating lease. For those Collocation arrangements in effect or established between March 14, 2000 and January 31, 2004, the SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, will be leased by the Virtual Collocator to the Telephone Company for the sum of one dollar ($1). The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the Virtual Collocator will remove the equipment. The Telephone Company will maintain all Collocator-provided fiber equipment. (S)(x)

For those Virtual Collocation arrangements established on or after February 1, 2004, the Virtual Collocator will have one of the following options: (S)(x)

(1) The SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, shall be leased by the Virtual Collocator to the Telephone Company for the sum of one dollar ($1.00). The term of the operating lease will run for the duration of the Virtual Collocation arrangement, at which time the Virtual Collocator will remove the equipment. The Telephone Company will maintain all Collocator-provided fiber equipment. (S)(x)

(x) Reissued material filed under Transmittal No. 406 and effective January 31, 2004.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.5 Virtually-Collocated Interconnection (Cont'd)

(C) (Cont'd)

(2) The Virtual Collocator shall execute a Bill of Sale for one dollar ($1.00) with the Telephone Company to transfer ownership of the SNE or OLTE, as well as the Virtual Collocator's fiber located in the Telephone Company's central office, from the Virtual Collocator to the Telephone Company. The Bill of Sale must be executed by the Virtual Collocator prior to the applicable equipment being placed in-service. Upon termination of the Virtual Collocation arrangement, the Telephone Company will execute a Bill of Sale for one dollar ($1.00) with the Virtual Collocator to transfer ownership of the SNE or OLTE, as well as the fiber located in the Telephone Company's central office, from the Telephone Company to the Virtual Collocator. (S)(x)

(D) The Telephone Company will be responsible for the installation, maintenance and all related activities between its equipment and the Virtual Collocator-provided equipment and for the maintenance and related activities for the fiber facilities located between the Virtual Collocator-provided equipment and the Telephone Company-designated location outside the central office building. (S)(x)

(E) The Virtual Collocator will be responsible for obtaining and providing to the Telephone Company administrative codes, e.g., common language codes, for all equipment installed in central office buildings. These codes, commonly obtained from the equipment manufacturer or Telcordia, must be consistent with those used by the Telephone Company for its own equipment. (S)(x)

(F) All Virtual central office Collocated Interconnections will be DS1 and DS3 at the electrical side of the SNE or OLTE.

(G) DS3 to DS1 multiplexing is only available in Telephone Company-designated Hubs, as indicated in the National Exchange Carrier Association Tariff F.C.C. No. 4.

(H) Reserved

(I) The Telephone Company will work cooperatively with the Collocator to permit all appropriate testing and maintenance.

See Section 19.1 above for additional information. (N)

(x) Reissued material filed under Transmittal No. 406 and effective January 31, 2004.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations

(A) Common Nonrecurring Charge Proration

For completed Collocation Application Forms received prior to May 18, 1999, where special arrangements require special construction or additional work, the first Collocator interconnecting in a Telephone Company location will be responsible for all related costs incurred by the Telephone Company. Collocated Interconnection Construction Charges may be filed in Section 19.9 following based on the Collocator-specific arrangements in each central office. Non-recurring Construction Charges will be split between those attributable to each specific Collocator (i.e., "fixed"), and those that are associated with common areas (i.e., "common"). These common costs would be shared with other future Collocators if they utilize the same common areas and are based on the following schedule except when: (1) subsequent Collocators require additional changes to the common areas resulting in additional cost or (2) a different common area is required within the same central office building. Except under exceptional circumstances that will be described in Section 19.7 following, the nonrecurring common costs will be prorated, and the prorated share will be credited to the previous Collocator(s) as additional Collocators utilize Collocated Interconnection services at that location. These credits apply only when other Collocators occupy that location. The following schedule applies to these credits:

Collocator	Common Nonrecurring Charge	Credit
1st	100%	N/A
2nd	50%	50%
3rd	33 1/3%	16 2/3%
4th	25%	8 1/3%
5th and beyond	etc.	etc.

No interest will be paid on credits.

(B) Notice of Discontinuance

Notice of Discontinuance of Collocated Interconnection services must be given by the Collocator at least 90 days prior to the actual discontinuance. Monthly charges will apply for a period of 90 days from the date the Telephone Company receives discontinuance notification or until the requested Discontinuance Date, whichever period is longer. In addition, the Collocator will be responsible for any service termination liability if the minimum service period regulations are not met.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.6 Rate Regulations (Cont'd)

(C) Monthly Rates for Connection services (i.e., Cross-Connect Service and Cable Support Fees, as specified in Section 19.7 following) are applicable to Switched Transport, Special Access, XA-FRS, and XA-SMDS services. Application of nonrecurring charges are specified in paragraphs (D) through (G) following. For Connection services provided after February 17, 2004 and for Connection services to converted arrangements pursuant to section 19.4(R), or 19.10.1(G), or 10.10.4(H) following, the applicable cross-connect elements and cable support fees will be provided pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003, in lieu of the Cross-Connect Service and Cable Support Fees set forth in Section 19.7 following. (C) (C) (x) (x) (C)

(1) DS1 and DS3 Term Pricing Plans

(a) DS1 and DS3 Term Pricing Plans (TPPs) are pricing options available to Collocators who subscribe to specific longer term commitment periods in exchange for reduced monthly rates. Effective June 16, 2001, TPPs are available as described in Sections 6.8.22 and 6.8.23 preceding for Switched Access and in Sections 7.4.13 and 7.4.17 preceding for Special Access. Rates and charges for TPPs are contained in Section 6.9.1 preceding for Switched Access and Section 7.5.8 preceding for Special Access.

(N)

See Section 19.1 above for additional information.

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

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19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

(D) The Design and Planning Fee is based on the number of entry points requested by the Collocator. The Equipment, Installation and Engineering Fees and the Site Augmentation Fees are based on the type of equipment to be collocated. Equipment that does not meet the categories described in Section 19.9 following will be treated on an Individual Case Basis (ICB), provided they are consistent with the types as specified in Section 19.3.5(A)(1) preceding. A nonrecurring charge will be assessed for the installation and engineering of the Collocator's designated equipment only if the Collocator chooses the Telephone Company as the designated installer.

(E) Service Installation and Rearrangement Nonrecurring Charges apply as specified in Section 6, Switched Access, Section 7, Special Access, and Section 16, Exchange Access Frame Relay and Exchange Access Switched Multi-Megabit Data Services preceding, to each Collocated Interconnection Cross Connect, unless otherwise specified in Section 19.9 following.

(F) In addition to Cross-Connect service rates and charges specified in (B) through (D) preceding, other monthly and nonrecurring charges as specified in Section 6, Switched Access Service, Section 7, Special Access, and Section 16, Exchange Access Frame Relay and Exchange Access Switched Multi-Megabit Data Services may also apply.

(G) In addition to other monthly and nonrecurring rates and charges specified in Sections 19.7 and 19.9, a nonrecurring Remote Translations Charge as specified in Section 6.9.1 preceding shall apply. Only remote offices that have the necessary space and technical capabilities will be available for Collocated Interconnection.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

(H) Cross-Connect service rates and charges for both Physical and Virtual Collocation arrangements consist of monthly charges and nonrecurring charges.

(1) Currently, fiber optic cross connects are available for access to IntelliLight Broadband Transport (IBT) and for connections between two collocation arrangements. A nonrecurring Service Connection Charge also applies for both Physical and Virtual Collocation arrangements per connection, per transmission rate for connections between two Collocation arrangements as described in Section 19.3(N) preceding. These rates and charges are set forth in Section 19.7 following.

(2) Cross-Connect Service monthly and nonrecurring rates for both Virtual and Physical Collocation are set forth in Sections 19.7.1(B) and 19.7.2(B) following. These rates apply for the connection of the Telephone Company cable and frame terminations and are assessed upon the installation of the terminations and associated cabling.

Cross-Connect Service monthly rates are effective with the installation of, or augment to, the associated Physical or Virtual Collocation arrangement.

(a) For Virtual Collocation, the Telephone Company will convert the Collocator's existing Cross-Connects which are in service as of July 6, 2001 to the Cross-Connect Service rates and charges shown in 19.7.1(B) following. Billing for the converted Cross-Connect Service will commence on July 6, 2001.

(b) For Physical Collocation, the Telephone Company will convert the Collocator's existing Cross-Connects and any non-working Cross-Connects which are in service as of July 6, 2001 to the Cross-Connect Service shown in 19.7.2(B) following. Billing for the converted Cross-Connects (working and non-working) will not begin until August 5, 2001, allowing for a 60-day period during which time the Collocator can evaluate their network requirements and disconnect those pre-positioned cross-connect terminations that need not be converted. Monthly and nonrecurring rates will apply as shown in 19.7.2(B) following to the remaining cross-connect terminations which have not yet been utilized in the provision of access services under this tariff.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.6 Rate Regulations (Cont'd)

(I) A SPOT Bay, as described in 19.10.1(D) following, is the connection point between collocated equipment and the Telephone Company network and is shared by all Collocators in the Physical Collocation area. Monthly and nonrecurring charges apply for both the SPOT Bay Frame and Terminations as shown in 19.7.2(C) following and are assessed upon installation of the terminations.

(J) Recurring Land and Building Charges apply to all Virtual Collocation arrangements and are applied per arrangement. Land and Building Charges are shown in Section 19.7.1(C) following.

(K) Recurring Relay Rack Charges apply to all Virtual Collocation arrangements and are applied per Quarter Rack or fraction thereof, when the Collocator requests the Telephone Company to provide the relay rack. Relay Rack Charges are shown in Section 19.7.1(D) following.

See Section 19.1 above for additional information. (N)

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges

	USOC	Monthly	Nonrecurring Charge
19.7.1 Virtual Collocation			
(A) Service Connection Charge			
Per OC3	NRB19		119.81
Per OC12	NRB19		119.81
Per OC48	NRB19		119.81

See Section 19.1 above for additional information. (N)

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

	USOC	Monthly	Nonrecurring Charge
19.7.1 Virtual Collocation (Cont'd)			
(B) Cross-Connect Service			
Per 28 DS1s	CY3UV	$154.98	$1,355.66
Per DS3	CY3VV	41.54	341.31
Per 12 Fibers			
OC3, OC12, OC48	CY3WV	6.65	2,464.00
(C) Land and Building			
Per Arrangement	SP1VU	20.43	
(D) Relay Rack			
Per Quarter Rack	SP1VV	2.13	

See Section 19.1 above for additional information. (N)

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

	USOC	Monthly	Nonrecurring Charge
19.7.2 Physical Collocation			
(A) Service Connection Charge			
Per OC3	NRB18		$ 119.81
Per OC12	NRB18		119.81
Per OC48	NRB18		119.81
(B) Cross-Connect Service			
Per 28 DS1s	CY3GP	$154.98	1,335.66
Per DS3	CY3JP	41.54	341.31
Per 12 Fibers			
OC3, OC12, OC48	CY3LP	6.65	2,464.00
(C) SPOT Bay Frame and Terminations			
Per 28 DS1s	CY3OP	3.09	629.24
Per DS3	CY3PP	.59	120.23
Per 12 Fibers	CY3QP		
OC3, OC12, OC48		2.06	253.28

See Section 19.1 above for additional information. (N)

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

19.7.2 Physical Collocation (Cont'd)

(D) Rates per Square Foot*	Monthly
Band 1	$1.35
Band 2	$1.62
Band 3	$1.96
Band 4	$2.33
Band 5	$2.71
Band 6	$3.13
Band 7	$3.76

* Applies to either Physical Collocation or SCOPE central offices as specified in Section 19.7.3 following.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection

State	C.O.	CLLI	Physical Virtual or SCOPE*	
DC	Anacostia	WASHDCAC	#	Band 3
DC	Benning	WASHDCBN	#	Band 3
DC	Brookland	WASHDCBK	#	Band 3
DC	Congress Heights	WASHDCCH	#	Band 3
DC	Downtown	WASHDCDN	#	Band 5
DC	Dupont	WASHDCDP	#	Band 4
DC	Georgetown	WASHDCGT	#	Band 5
DC	Georgia	WASHDCGG	#	Band 4
DC	Lincoln	WASHDCLC	#	Band 3
DC	Metro	WASHDCMO	#	Band 5
DC	Midtown	WASHDCMT	#	Band 5
DC	Southeast	WASHDCSE	#	Band 3
DC	Southwest	WASHDCSW	#	Band 5
DC	Woodley	WASHDCWL	#	Band 4

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 (Reserved for Future Use) (T)

(D)

(D)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
MD	Aberdeen	ABRDMDAB	#	Band 2
MD	Allentown	ALTWMDAT	#	Band 2
MD	Annapolis	ANNPMDAN	#	Band 4
MD	Arbutus	ARBTMDAR	#	Band 3
MD	Armiger	ARMGMDAR	#	Band 2
MD	Baden	BADNMDBN	#	Band 2
MD	Bainbridge	BNBRMDBR	#	Band 2
MD	Baltimore Univ.	BLTMMDUV	#	Band 2
MD	Bel Air	BLARMDBL	#	Band 3
MD	Beltsville	BTVLMDBV	#	Band 3
MD	Berwyn	CLPKMDBW	#	Band 2
MD	Bethesda	CHCHMDBE	#	Band 4
MD	Bowie	BOWIMDBO	#	Band 2
MD	Bradley	BTHSMDBD	#	Band 4
MD	Brandywine	BRNDMDBE	#	Band 2
MD	Brooklyn	BRKLMDBK	#	Band 2
MD	Bryans Road	BRRDMDBR	#	Band 2
MD	Buckeystown	BCTWMDBT	#	Band 3
MD	Cambridge	CMBRMDCM	#	Band 2
MD	Cardiff	CRDFMDCD	#	Band 2
MD	Catonsville	CTVLMDCT	#	Band 3
MD	Central Avenue	CPHGMDCA	#	Band 2
MD	Chapel Hill	FTWSMDCP	#	Band 2
MD	Charles St.	BLTMMDCH	#	Band 7
MD	Chase	CHASMDCH	#	Band 2
MD	Chestertown	CHRTMDCH	#	Band 2
MD	Chillum	HYVLMDCM	#	Band 2
MD	Church Road	UPMRMDCC	#	Band 3
MD	Churchville	CCVLMDCH	#	Band 2
MD	Clinton	CLTNMDCL	#	Band 2
MD	Cockeysville	CYVLMDCK	#	Band 4
MD	Colesville	SLSPMDCV	#	Band 3
MD	Columbia	CLMAMDCB	#	Band 4
MD	Crofton	COTNMDCR	#	Band 2
MD	Cumberland	CMLDMDCM	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
MD	Damascus	DMSCMDDE	#	Band 3
MD	Dorrs Corner	DRCRMDDC	#	Band 1
MD	Dundalk	DNDLMDDN	#	Band 3
MD	Easton	ESTNMDES	#	Band 3
MD	Edgewood	EDWDMDEG	#	Band 3
MD	Edmondson	BLTMMDED	#	Band 2
MD	Elkridge	EKRGMDEL	#	Band 3
MD	Elkton	EKTNMDEK	#	Band 3
MD	Ellicott City	ELCYMDEL	#	Band 2
MD	Essex	ESSXMDEX	#	Band 2
MD	Fork	FORKMDFK	#	Band 3
MD	Frankford	BLTMMDFR	#	Band 2
MD	Frederick	FRDRMDFR	#	Band 3
MD	Friendship	FPATMDFR	#	Band 2
MD	Gaithersburg	GTBGMDGB	#	Band 2
MD	Galesville	GLVLMDGL	#	Band 2
MD	Germantown	GMTWMDGN	#	Band 3
MD	Glen Burnie	GLBRMDGL	#	Band 2
MD	Glenwood	GLWDMDGD	#	Band 2
MD	Hagerstown	HGTWMDHG	#	Band 2
MD	Hamilton	BLTMMDHM	#	Band 2
MD	Hampstead	HMPSMDHE	#	Band 3
MD	Havre De Grace	HDGRMDHV	#	Band 2
MD	Hollywood	HLWDMDHW	#	Band 2
MD	Hughesville	HUVLMDHV	#	Band 2
MD	Hunt Valley	CYVLMDDA	#	Band 3
MD	Hyattsville	HYVLMDHY	#	Band 2
MD	Indian Head	INHDMDIN	#	Band 2
MD	Jarrettsville	JRVLMDJE	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	Virtual CLLI	Physical or SCOPE*	
MD	La Plata	LPLTMDLA	#	Band 2
MD	Landover	LDVRMDLO	#	Band 2
MD	Lanham	LNHMMDLN	#	Band 2
MD	Laurel	LARLMDLR	#	Band 3
MD	Leonardtown	LNTWMDLN	#	Band 2
MD	Lexington Park	LXPKMDLX	#	Band 1
MD	Liberty	BLTMMDLB	#	Band 2
MD	Madison	BLTMMDMD	#	Band 1
MD	Manor	MANRMDMN	#	Band 3
MD	Marlboro	MRBOMDMB	#	Band 3
MD	Mayo	MAYOMDMY	#	Band 3
MD	Mechanicsville	MCHVMDMC	#	Band 1
MD	Milestown	MLTWMDML	#	Band 1
MD	Montrose	RKVLMDMR	#	Band 3
MD	Mt. Airy	MTARMDMA	#	Band 3
MD	Muirkirk	MRKKMDMK	#	Band 2
MD	Mutual	MUTLMDMT	#	Band 2
MD	Norbeck	SLSPMDNB	#	Band 4
MD	North Beach	NRBHMDNE	#	Band 3
MD	North East	NRTEMDNE	#	Band 1
MD	North Point	NRPNMDNP	#	Band 1
MD	Northwood	SLSPMDNW	#	Band 3
MD	Oakdale	OLNYMDOK	#	Band 3
MD	Ocean City	OCCYMDOC	#	Band 3
MD	Ocean City North	OCCYMDON	#	Band 3
MD	Odenton	ODTNMDON	#	Band 2
MD	Owen Brown	CLMAMDOB	#	Band 3
MD	Owings Mills	OWMLMDOM	#	Band 2
MD	Oxon Hill	OXHLMDOH	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
MD	Parkton	PKTNMDPK	#	Band 1
MD	Parkville	PKVLMDPK	#	Band 2
MD	Parkway	EKRGMDPK	#	Band 1
MD	Parole	PARLMDPA	#	Band 3
MD	Perry Hall	PRHLMDPH	#	Band 2
MD	Pikesville	PIVLMDPK	#	Band 3
MD	Piney Orchard	ODTNMDPO	#	N/A
MD	Poolesville	PLVLMDPV	#	Band 2
MD	Prince Frederick	PRFRMDPF	#	Band 3
MD	Randallstown	RNTWMDRA	#	Band 2
MD	Reisterstown	RSTWMDRS	#	Band 3
MD	Riggs Road	HYVLMDRI	#	Band 2
MD	Rockville	RKVLMDRV	#	Band 2
MD	Saint Margarets	STMRMDSM	#	Band 3
MD	Salisbury	SLBRMDSB	#	Band 1
MD	Severna Park	SVPKMDSP	#	Band 3
MD	Silver Spring	SLSPMDSS	#	Band 3
MD	Snowden River	CLMAMDSR	#	Band 4
MD	Suitland	STLDMDSL	#	Band 1
MD	Sykesville	SYVLMDSK	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
MD	Temple Hills	TMHLMDTH	#	Band 2
MD	Towson	TWSNMDTW	#	Band 5
MD	Waldorf	WDRFMDWD	#	Band 3
MD	Westminster	WMNSMDWM	#	Band 3
MD	Wheaton	WHTNMDWT	#	Band 4
MD	White Marsh	WHMRMDWM	#	Band 3
MD	Wildwood	BTHSMDWW	#	Band 4
MD	Winters Run	WNRNMDWN	#	Band 2
MD	Wolfe	BLTMMDWL	#	Band 2
MD	Wood Acres	BTHSMDWA	#	Band 4
MD	Woodlawn	WDLWMDWL	#	Band 2
MD	York Road	BLTMMDYK	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Absecon	ABSCNJ02	#	Band 3
NJ	Allentown	ALTWNJAL	#	Band 4
NJ	Asbury Park	ASPKNJAP	#	Band 3
NJ	Atlantic City	ATCYNJAC	#	Band 3
NJ	Atlantic Highlands	ATHGNJAH	#	Band 4
NJ	Avalon	AVLNNJ01	#	Band 3
NJ	Barnegat	BRGTNJ01	#	Band 3
NJ	Bayonne	BYNNNJ02	#	Band 1
NJ	Bayville	BYVLNJBV	#	Band 3
NJ	Beach Haven	BCHNNJ01	#	Band 3
NJ	Beaver Brook	RNMDNJBK	#	Band 3
NJ	Bedminster	BDMNNJ01	#	Band 6
NJ	Belleville	BLVLNJBE	#	Band 3
NJ	Bergen	JRCYNJBR	#	Band 2
NJ	Berlin	BRLNNJBR	#	Band 2
NJ	Bernardsville	BRVLNJBE	#	Band 5
NJ	Blackwood	BKWDNJBW	#	Band 3
NJ	Bloomfield	BLFDNJBL	#	Band 3
NJ	Boonton	BNTNNJBN	#	Band 2
NJ	Bordentown	BOTWNJBO	#	Band 3
NJ	Bound Brook	BDBKNJBD	#	Band 3
NJ	Bridgeton	BGTNNJBG	#	Band 1
NJ	Brigantine	BRIGNJ01	#	Band 3
NJ	Browns Mills	BWMLNJ01	#	Band 3
NJ	Browntown	BWTWNJBT	#	Band 4
NJ	Burlington	BURLNJBU	#	Band 3
NJ	Caldwell	CLWLNJCW	#	Band 3
NJ	Camden	CMDNNJCE	#	Band 3
NJ	Cape May # 1	LOTPNJ01	#	Band 3
NJ	Cape May Court House	CMCHNJCH	#	Band 3
NJ	Carteret	CARTNJCA	#	Band 4
NJ	Cedar Knolls	CDKNNJCK	#	Band 3
NJ	Cedarville	CDVLNJCD	#	Band 1
NJ	Cherry Hill	CRHLNJCH	#	Band 5
NJ	Cliffside Park	CFPKNJCS	#	Band 5
NJ	Clifton	CFTNNJCF	#	Band 3
NJ	Closter	CLSTNJCO	#	Band 4
NJ	Collingswood	CLWDNJCW	#	Band 3
NJ	Cranford	CNFRNJCR	#	Band 3
NJ	Dennisville	WDBINJDS	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Dover	DOVRNJDO	#	Band 1
NJ	Dumont	DUMTNJDM	#	Band 3
NJ	Dunellen	DNLNNJDU	#	Band 4
NJ	East Dover	EDVRNJ01	#	Band 3
NJ	East Orange	EORNNJEO	#	Band 3
NJ	Eatontown	EATNNJEA	#	Band 4
NJ	Edison	EDSNNJED	#	Band 4
NJ	Egg Harbor	EHCYNJEH	#	Band 3
NJ	Elizabeth	ELZBNJEL	#	Band 3
NJ	Elmer	EMERNJEM	#	Band 2
NJ	Englewood	ENWDNJEN	#	Band 4
NJ	Englishtown	EGTWNJET	#	Band 4
NJ	Erskine Lakes	ERLKNJEL	#	Band 4
NJ	Essex	IVTNNJES	#	Band 4
NJ	Ewing	ENVLNJEW	#	Band 3
NJ	Fair Lawn	FRLNNJFL	#	Band 4
NJ	Fairfield	FRFDNJFA	#	Band 3
NJ	Farmingdale	FRDLNJ01	#	Band 3
NJ	Florence	FLRNNJFL	#	Band 3
NJ	Fords	FRDSNJFR	#	Band 4
NJ	Forked River	FKRVNJ01	#	Band 3
NJ	Franklin Park	FNPKNJFP	#	Band 4
NJ	Franklinville	FKVLNJFK	#	Band 3
NJ	Freehold	FRHDNJFH	#	Band 3
NJ	Freehold 2	FRHDNJ02	#	Band 3
NJ	Glassboro	GLBONJGB	#	Band 3
NJ	Gloucester	GLCYNJGL	#	Band 3
NJ	Hackensack	HCKNNJHK	#	Band 3
NJ	Hackettstown	HKTNNJHT	#	Band 5
NJ	Haddonfield	HDFDNJHD	#	Band 3
NJ	Haledon	HLDNNJ01	#	Band 5
NJ	Hamilton Square	HMSQNJHS	#	Band 2
NJ	Hammonton	HMTNNJHA	#	Band 3
NJ	Herbertsville	HBVLNJ01	#	Band 3
NJ	Hightstown	HITNNJHI	#	Band 3

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Holmdel	HOLMNJHO	#	Band 3
NJ	Hopatcong	LNNGNJHC	#	Band 4
NJ	Hopewell	HPWLNJHP	#	Band 3
NJ	Humboldt	NWRKNJ03	#	Band 4
NJ	Ironbound	NWRKNJIR	#	Band 4
NJ	Jamesburg	JMBGNJJA	#	Band 4
NJ	Journal Square	JRCYNJJO	#	Band 4
NJ	Keansburg	KNBGNJKE	#	Band 4
NJ	Kearny	KRNYNJKN	#	Band 4
NJ	Keyport	KYPTNJKY	#	Band 3
NJ	Lakehurst	LKHRNJ01	#	Band 3
NJ	Lakewood	LKWDNJLK	#	Band 1
NJ	Lambertville	LMVLNJLV	#	Band 3
NJ	Landisville	LDVLNJLD	#	Band 2
NJ	Laurel Springs	LRSPNJLS	#	Band 4
NJ	Leonia	FTLENJLE	#	Band 4
NJ	Linden	LNDNNJ01	#	Band 4
NJ	Little Egg Harbor	LEHTNJ01	#	Band 3
NJ	Little Falls	LTFLNJLF	#	Band 4
NJ	Little Ferry	LTFYNJLF	#	Band 3
NJ	Livingston	LVTNNJLI	#	Band 4
NJ	Long Branch	LGBRNJLB	#	Band 3
NJ	Madison	MDSNNJMA	#	Band 4
NJ	Manahawkin	MNHWNJ01	#	Band 3
NJ	Marlton	MARLNJMA	#	Band 4
NJ	Mays Landing	MLDGNJ01	#	Band 3
NJ	Medford	MDFDNJ01	#	Band 3
NJ	Mendham	MNHMNJMD	#	Band 5
NJ	Mercerville	MCVLNJMC	#	Band 3
NJ	Merchantville	MHVLNJME	#	Band 3
NJ	Metuchen	MTCHNJMT	#	Band 3
NJ	Middletown	MDTWNJMD	#	Band 3

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Millburn	MLBNNJMB	#	Band 4
NJ	Millington	MGTNNJMI	#	Band 4
NJ	Millville	MLVLNJMI	#	Band 2
NJ	Monmouth Junction	MNJTNJ01	#	Band 4
NJ	Montclair	MTCLNJMC	#	Band 3
NJ	Moorestown	MSTWNJMO	#	Band 4
NJ	Morristown	MRTWNJMR	#	Band 3
NJ	Mount Holly	MTHLNJMH	#	Band 2
NJ	Mountain Vw	MTVWNJMV	#	Band 3
NJ	Mullica Hill	MLHLNJMH	#	Band 3
NJ	Murray Hill	NWPVNJMH	#	Band 4
NJ	Neptune	NPTUNJNT	#	Band 4
NJ	Neshanic	NSHNNJ01	#	Band 4
NJ	Netcong	NTCNNJ01	#	Band 5
NJ	N. Brunswick	NBWKNJNB	#	Band 3
NJ	New Egypt	NEGPNJ01	#	Band 3
NJ	Newark Mkt	NWRKNJ02	#	Band 3
NJ	Newfoundland	NFLDNJNF	#	Band 4
NJ	North Bergen	NBRGNJNB	#	Band 4
NJ	Nutley	NTLYNJNU	#	Band 3
NJ	Oakland	OKLDNJ01	#	Band 4
NJ	Ocean City	OCCYNJOC	#	Band 3
NJ	Oradell	RVEDNJOR	#	Band 3
NJ	Oriental	ORNTNJOE	#	Band 3
NJ	Palermo	PLRMNJ01	#	Band 3
NJ	Passaic	PSSCNJPS	#	Band 1
NJ	Paterson	PTSNNJAR	#	Band 2
NJ	Paulsboro	PLBONJPB	#	Band 3
NJ	Pemberton	PMTNNJPB	#	Band 3
NJ	Pennington	PNTNNJPN	#	Band 4
NJ	Penns Grove	PGRVNJPG	#	Band 2
NJ	Penns Neck	PNNKNJPN	#	Band 3
NJ	Pennsville	PNVLNJPV	#	Band 3

Collocated Interconnection Service is limited. See Page No. 19-1 for details.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Perth Amboy	PAMBNJPM	#	Band 3
NJ	Phillipsburg	PHBGNJPH	#	Band 2
NJ	Piscataway	PSWYNJPI	#	Band 3
NJ	Plainfield	PLFDNJPF	#	Band 2
NJ	Pleasantville	PSVLNJPL	#	Band 3
NJ	Point Pleasant	PTPLNJPP	#	Band 2
NJ	Pompton Lakes	RVDLNJPL	#	Band 4
NJ	Port Norris	MCTWNJPN	#	Band 1
NJ	Princeton	PRTNNJPC	#	Band 6
NJ	Prospect Plains	PRPLNJPA	#	Band 4
NJ	Rahway	RHWYNJRA	#	Band 3
NJ	Ramsey	RMSYNJRM	#	Band 3
NJ	Red Bank	RDBKNJRB	#	Band 3
NJ	Ridgewood	RGWDNJRW	#	Band 4
NJ	Riverside	RVSDNJRS	#	Band 3
NJ	Riverton	CNMNNJRT	#	Band 3
NJ	Robertsville	RBVLNJRB	#	Band 3
NJ	Rochelle Park	RCPKNJ02	#	Band 4
NJ	Rockaway	DNVLNJRK	#	Band 4
NJ	Roselle	RSLLNJRL	#	Band 3
NJ	Rutherford	RTFRNJRU	#	Band 3
NJ	Salem	SALMNJSA	#	Band 2
NJ	Sea Isle City	SICYNJSI	#	Band 3
NJ	Seaside Park	LVLTNJSP	#	Band 2
NJ	Somers Point	SMPTNJ01	#	Band 1
NJ	Somerville	SOVLNJSM	#	Band 2
NJ	South Amboy	SYRVNJSA	#	Band 4
NJ	South Orange	SORGNJSO	#	Band 3
NJ	South River	SORVNJSR	#	Band 4
NJ	Spotswood	SPWDNJSW	#	Band 4
NJ	Spring Lake	SPLKNJSL	#	Band 3
NJ	Spring Mills	SPMLNJ01	#	Band 3
NJ	Succasunna	SUCCNJSU	#	Band 4
NJ	Summit	SMMTNJSM	#	Band 4
NJ	Surf City	SRCYNJ01	#	Band 3
NJ	Swedesboro	SWBONJSW	#	Band 3
NJ	Toms River	TMRVNJTR	#	Band 1
NJ	Trenton	TRENNJTE	#	Band 4
NJ	Tuckahoe	TKHONJTK	#	Band 2

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
NJ	Union City	UNCYNJ02	#	Band 3
NJ	Unionville	UNINNJUV	#	Band 4
NJ	Van Hiseville	VNHSNJVH	#	Band 3
NJ	Ventnor	VNCYNJVN	#	Band 1
NJ	Villas	VLLSNJ02	#	Band 3
NJ	Vincentown	VNTWNJ01	#	Band 3
NJ	Vineland	VNLDNJVL	#	Band 3
NJ	Wall Township	MNSQNJ01	#	Band 4
NJ	Washington	WASHNJWA	#	Band 3
NJ	Waverly	NWRKNJWA	#	Band 5
NJ	Wenonah	MNTUNJWE	#	Band 3
NJ	West Milford	WMFRNJ01	#	Band 4
NJ	West Orange	WORNNJWO	#	Band 3
NJ	West Osborneville	WOVLNJWO	#	Band 3
NJ	Westfield	WSFDNJWS	#	Band 4
NJ	Westwood	HLDLNJWE	#	Band 4
NJ	Whippany	WHIPNJWH	#	Band 3
NJ	White Horse	WHHRNJWH	#	Band 5
NJ	Whiting	WHNGNJ01	#	Band 3
NJ	Wildwood	WLWDNJWI	#	Band 2
NJ	Williamstown	WLTWNJ02	#	Band 1
NJ	Willingboro	WLBONJWB	#	Band 3
NJ	Woodbridge	WDBRNJWD	#	Band 4
NJ	Woodbury	WDBYNJWB	#	Band 2
NJ	Woodport	WDPTNJWP	#	Band 4
NJ	Woodstown	WDTWNJWT	#	Band 2
NJ	Wrightstown	WRTWNJFD	#	Band 4
NJ	Wyckoff	WYCKNJWK	#	Band 4

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Albrightsville	ABVLPAES	#	Band 2
PA	Alexandria	ALXNPAAX	#	Band 1
PA	Alfarata	ALFAPAAL	#	Band 1
PA	Aliquippa	ALQPPAAL	#	Band 1
PA	Allentown	ALTWPAAL	#	Band 3
PA	Altoona	ALNAPAAL	#	Band 1
PA	Ambler	AMBLPAAM	#	Band 4
PA	Ambridge	AMBRPAAM	#	Band 1
PA	Annville	ANVLPAAN	#	Band 2
PA	Ardmore	ARMRPAAR	#	Band 3
PA	Ashland	ASLDPAAL	#	Band 1
PA	Austin	AUSTPAAU	#	Band 2
PA	Avella	AVLAPAAV	#	Band 1
PA	Avondale	AVDLPAAV	#	Band 1
PA	Baden	BADNPABA	#	Band 1
PA	Bala Cynwyd	BCYNPABC	#	Band 5
PA	Baldwin	PHLAPABA	#	Band 3
PA	Barnesboro	BRBOPABA	#	Band 1
PA	Bath	BATHPABT	#	N/A
PA	Bear Creek	BRCKPAES	#	Band 1
PA	Beaver Falls	BVFLPABF	#	Band 1
PA	Bedminster	BMNSPABM	#	N/A
PA	Belle Vernon	BLVNPABV	#	Band 1
PA	Bellefonte	BLLFPABE	#	Band 1
PA	Bellevue	BLLVPABE	#	Band 2
PA	Bellwood	BLWDPABE	#	Band 1
PA	Berwick	BEWKPABR	#	Band 1
PA	Bessemer	BSMRPABE	#	Band 1
PA	Bethayres	BTHYPABH	#	Band 3
PA	Bethel Park	BTPKPABP	#	Band 3
PA	Bethlehem	BHLHPABE	#	Band 3
PA	Big Run	BGRNPABR	#	Band 1
PA	Black Lick	BLCLPABL	#	Band 1
PA	Blairsville	BLVIPABL	#	Band 1
PA	Bloomsburg	BMBGPABL	#	Band 2
PA	Boalsburg	BOALPABO	#	Band 1
PA	Bolivar	BLVRPABO	#	Band 1
PA	Braddock	BRDDPABR	#	Band 2

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Bradford	BRFRPABR	#	Band 2
PA	Bridgeville	BGVLPABR	#	Band 3
PA	Bristol	BRSTPABR	#	Band 2
PA	Brownsville	BWVLPABR	#	Band 1
PA	Bryn Mawr	BRYMPABM	#	Band 3
PA	Buckingham	BCHMPABU	#	Band 1
PA	Burgettstown	BTTWPABU	#	Band 1
PA	Bushkill	BSHKPABU	#	Band 2
PA	California	CLFRPACA	#	Band 2
PA	Camp Hill	CPHLPACH	#	Band 2
PA	Canonsburg	CNBGPACA	#	Band 2
PA	Carbondale	CRDLPACA	#	Band 1
PA	Carnegie	CARNPACA	#	Band 3
PA	Carrick	PITBPACA	#	Band 1
PA	Carrolltown	CRTWPACA	#	Band 1
PA	Carversville	CRVVPACA	#	Band 1
PA	Catasaqua	CTSQPACT	#	N/A
PA	Catawissa	CTWSPAES	#	Band 1
PA	Center Point	CNPNPACE	#	Band 3
PA	Centre Hall	CTHLPACH	#	Band 1
PA	Charleroi	CHRLPACH	#	Band 1
PA	Cherry Tree	CHTRPACH	#	Band 1
PA	Chester A	CHESPACA	#	Band 3
PA	Chester B	CHESPACB	#	Band 2
PA	Chester Heights	CHTTPACT	#	Band 2
PA	Chester Springs	CSSPPACS	#	Band 1
PA	Chestnut Hill	PHLAPACH	#	Band 2
PA	Churchville	CHVLPACH	#	Band 3
PA	Clairton	CLRTPACL	#	Band 1
PA	Clarion	CLARPACL	#	Band 1
PA	Claysville	CLVIPACL	#	Band 1
PA	Clearfield	CLFDPACL	#	Band 1
PA	Clymer	CLYMPACL	#	Band 1
PA	Coatesville	CTVLPACV	#	Band 2
PA	Collegeville	CGVLPACL	#	Band 4
PA	Connellsville	CNLVPACO	#	Band 1
PA	Conshohocken	CNSHPACN	#	Band 5
PA	Coraopolis	CRPLPACO	#	Band 1

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Coudersport	CDPTPACO	#	Band 1
PA	Crafton	CRAFPACR	#	Band 3
PA	Cresco	CRESPAES	#	Band 1
PA	Cresson	CRSNPACR	#	Band 1
PA	Curwensville	CRWVPACU	#	Band 1
PA	Danville	DAVLPADA	#	Band 1
PA	Dauphin	DAPHPADA	#	Band 2
PA	Davenport	PHLAPADB	#	Band 3
PA	Dawson	DWSNPADA	#	Band 1
PA	Derry	DRRYPADE	#	Band 1
PA	Dewey	PHLAPADE	#	Band 5
PA	Donora	DNRAPADO	#	Band 1
PA	Dormont	DRMTPADO	#	Band 2
PA	Dorseyville	DRVLPADO	#	Band 1
PA	Downingtown	DWTWPADT	#	Band 2
PA	Downtown	PITBPADT	#	Band 2
PA	Doylestown	DYTWPADB	#	Band 4
PA	Dubois	DUBSPADU	#	Band 1
PA	Dunbar	DUNBPADU	#	Band 1
PA	Eagle	EAGLPAEG	#	Band 2
PA	East Liberty	PITBPAEL	#	Band 2
PA	East Petersburg	EPBGPAEP	#	Band 2
PA	Easton	ESTNPAEA	#	Band 3
PA	Eastwick	PHLAPAEW	#	Band 3
PA	Ebensburg	EBNSPAEB	#	Band 1
PA	Eddington	EDTNPAED	#	Band 5
PA	Eldred	ELDDPAEL	#	Band 1
pa	Elizabeth	ELZBPAEL	#	Band 2
PA	Elizabeth Twsp	ELZTPAET	#	Band 2
PA	Ellwood City	ELCYPAEC	#	Band 1
PA	Elysburg	EYBGPAEL	#	Band 1
PA	Endeavor	ENDVPAEN	#	Band 1
PA	Enola	ENOLPAEN	#	Band 3
PA	Evergreen	PHLAPAEV	#	Band 6
PA	Exton	EXTNPAEX	#	Band 4
PA	Fairchance	FRCHPAFA	#	Band 1
PA	Farmington	FRTNPAFA	#	Band 1
PA	Fayette City	FYCYPAFC	#	Band 1

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Finleyville	FLYVPAFI	#	Band 1
PA	Fishing Creek	FSCKPAFC	#	Band 1
PA	Fleetwood	FLWDPAFL	#	Band 2
PA	Fort Washington	FTWSPAFW	#	Band 4
PA	Fountain Hill	FNHLPAHL	#	N/A
PA	Frackville	FAVLPAFR	#	Band 1
PA	Freeland	FELDPAFR	#	Band 1
PA	Frenchville	FCVLPAFR	#	Band 1
PA	Galeton	GATNPAGA	#	Band 1
PA	Germantown	PHLAPAGE	#	Band 2
PA	Girardville	GIVLPAGR	#	Band 1
PA	Glen Campbell	GLCMPAGL	#	Band 1
PA	Glen Lyon	GLLYPAGL	#	Band 2
PA	Glenmoore	GLNMPAGL	#	Band 2
PA	Glenolden	GLLDPAGN	#	Band 2
PA	Glenshaw	GLNSPAGL	#	Band 2
PA	Green Lane	GRLAPAGL	#	Band 1
PA	Greensburg	GNBGPAGR	#	Band 2
PA	Greenville	GNVLPAGR	#	Band 1
PA	Grove City	GVCYPAGR	#	Band 1
PA	Gtr Pts Arprt	GPIAPAMT	#	Band 3
PA	Halifax	HLFXPAHX	#	Band 2
PA	Hamburg	HMBGPAHB	#	Band 2
PA	Hamlin	HMLNPAHM	#	Band 2
PA	Harleysville	HRLVPAHV	#	N/A
PA	Harrisburg	HRBGPAHA	#	Band 2
PA	Hastings	HSNGPAHA	#	Band 1
PA	Hatboro	HTBOPAHB	#	Band 4
PA	Hawley	HWLYPAHW	#	N/A
PA	Hazleton	HZTNPAHZ	#	Band 1
PA	Hellertown	HLTWPAHE	#	N/A
PA	Hepburnville	HPVLPAHE	#	Band 1
PA	Herminie	HERMPAHE	#	Band 1
PA	Hollidaysburg	HLBGPAHO	#	Band 1
PA	Homer City	HMCYPAHO	#	Band 1
PA	Homestead	HMSTPAHO	#	Band 2
PA	Honesdale	HSDLPAHO	#	Band 1
PA	Honey Brook	HYBKPAHB	#	Band 1

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Hookstown	HOTWPAHO	#	Band 1
PA	Houtzdale	HTDLPAHZ	#	Band 1
PA	Hummelstown	HUMLPAHM	#	Band 2
PA	Huntingdon	HNTGPAHU	#	Band 1
PA	Imperial	IMPRPAIM	#	Band 1
PA	Indiana	INDIPAIN	#	Band 2
PA	Irwin	IRWNPAIR	#	Band 1
PA	Ivy Ridge	PHLAPAIV	#	Band 2
PA	Jefferson	PHLAPAJE	#	Band 4
PA	Jenkintown	JENKPAJK	#	Band 3
PA	Jeannette	JNNTPAJE	#	Band 1
PA	Jermyn	JRMYPAJE	#	Band 1
PA	Jersey Shore	JRSHPAJS	#	Band 1
PA	Jim Thorpe	JMTHPAJT	#	Band 1
PA	Kane	KANEPAKA	#	Band 1
PA	Kemblesville	KMVLPAKV	#	Band 1
PA	Kennett Square	KNSQPAKS	#	Band 2
PA	King of Prussia	KGPRPAKP	#	Band 5
PA	Kingston	KGTNPAES	#	Band 2
PA	Kirklyn	KRLNPAKL	#	Band 2
PA	Knights Road	PHLAPAKR	#	Band 2
PA	Kuhnsville	KHVLPAKU	#	Band 3
PA	Kulpmont	KLMTPAKU	#	Band 1
PA	Kutztown	KZTNPAKZ	#	Band 2
PA	Lake Ariel	LKARPALA	#	Band 2
PA	Lake Como	LKCMPALC	#	Band 2
PA	Lancaster	LNCSPALA	#	Band 2
PA	Landenburg	LDNBPALB	#	Band 2
PA	Landisville	LDVLPAES	#	N/A
PA	Langhorne	LANGPALA	#	Band 4
PA	Lansdale	LNDLPALD	#	Band 3
PA	Lansdowne	LNSDPALD	#	Band 3
PA	Larchmont	LARCPALM	#	Band 3
PA	Latrobe	LTRBPALA	#	Band 1
PA	Laureldale	LRDLPALB	#	Band 1
PA	Lebanon	LBNNPAES	#	Band 1
PA	Leeper	LEPRPALE	#	Band 1
PA	Lehighton	LHTNPALE	#	Band 1
PA	Lewistown	LWTWPALE	#	Band 1
PA	Ligonier	LGNRPALI	#	Band 2

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Line Lexington	LNLXPALN	#	Band 4
PA	Lock Haven	LCHNPAES	#	Band 1
PA	Locust	PHLAPALO	#	Band 6
PA	Lords Valley	LDVYPALV	#	Band 2
PA	Mahaffey	MHFYPAMA	#	Band 1
PA	Mahanoy City	MHCYPAMC	#	Band 1
PA	Marchand	MRCHPAMA	#	Band 1
PA	Marienville	MRVLPAMA	#	Band 1
PA	Marion Center	MRCTPAMA	#	Band 1
PA	Market	PHLAPAMK	#	Band 5
PA	Marshalls Creek	MRCKPAMC	#	Band 1
PA	Masontown	MSTWPAMA	#	Band 1
PA	Mayfair	PHLAPAMY	#	Band 2
PA	McAdoo	MCADPAMC	#	Band 1
PA	McClellandtown	MCTWPAMC	#	Band 1
PA	McDonald	MCDDPAMC	#	Band 1
PA	Mercer	MRCRPAME	#	Band 2
PA	McKees Rocks	MCRKPAMR	#	Band 2
PA	McKeesport	MCPTPAMK	#	Band 2
PA	McMurray	MCMRPAMC	#	Band 3
PA	McVeytown	MVTWPAES	#	Band 1
PA	Mechanicsburg	MBRGPAME	#	Band 2
PA	Media	MEDIPAME	#	Band 3
PA	Mendenhall	MNDNPAMH	#	Band 1
PA	Middletown	MDTNPAMI	#	Band 1
PA	Midland	MDLDPAMI	#	Band 1
PA	Millersville	MIVLPAMI	#	Band 1
PA	Millvale	MLVAPAMI	#	Band 1
PA	Millville	MLVLPAMI	#	Band 1
PA	Millheim	MLHMPAMI	#	Band 1
PA	Milton	MLTNPAMI	#	Band 1
PA	Minersville	MNVIPAMI	#	Band 1
PA	Monroeville	MOVLPAMO	#	Band 3
PA	Monessen	MONSPAMO	#	Band 1
PA	Monongahela	MNGHPAMO	#	Band 1
PA	Montoursville	MUVLPAES	#	Band 1
PA	Moosic	MOSCPAMC	#	Band 2
PA	Morrisville	MRSLPAMV	#	Band 3

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19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Moscow	MSCWPAMW	#	Band 1
PA	Mount Carmel	MTCRPAMC	#	Band 1
PA	Mount Gretna	MTGRPAMG	#	Band 2
PA	Mount Jewett	MTJWPAMJ	#	Band 1
PA	Mount Oliver	PITBPAAL	#	Band 2
PA	Mount Pleasant	MTPTPAMP	#	Band 2
PA	Mount Pocono	MTPCPAMP	#	Band 1
PA	Mount Union	MTUNPAMU	#	Band 1
PA	Mountain Top	MNTPPAMO	#	Band 1
PA	Mountainville	ALTWPAMT	#	Band 2
PA	Nanticoke	NNTCPANA	#	Band 1
PA	Nazareth	NZRTPANA	#	Band 2
PA	Nesquehoning	NSQHPANE	#	Band 2
PA	New Castle	NWCSPANC	#	Band 1
PA	New Cumberland	NCLDPANC	#	Band 3
PA	New Hope	NWHPPANH	#	Band 2
PA	New Florence	NWFLPANF	#	Band 1
PA	New Kensington	NWKNPANK	#	Band 2
PA	New Philadelphia	NWPHPANP	#	Band 2
PA	New Salem	NWSLPANS	#	Band 1
PA	New Stanton	NWSTPANS	#	Band 2
PA	Newfoundland	NFLDPANE	#	Band 2
PA	Newtown	NWTWPANW	#	Band 4
PA	Norristown	NRTWPANR	#	Band 3
PA	North Side	PITBPANS	#	Band 2
PA	North Wales	NWLSPANW	#	N/A
PA	Northampton	NATNPANR	#	N/A
PA	Northumberland	NRLDPAAA	#	Band 1
PA	Numidia	NUMDPANU	#	Band 1
PA	Oakdale	OKDLPAOA	#	Band 1
PA	Oakland	PITBPAOK	#	Band 3
PA	Oakmont	OKMTPAOA	#	Band 3
PA	Olyphant	OLYPPAOL	#	Band 1
PA	Orchard	PHLAPAOR	#	Band 4
PA	Orwigsburg	ORBGPAOR	#	Band 1
PA	Osceola Mills	OSMLPAES	#	Band 2
PA	Oxford	OXFRPAOX	#	Band 1
PA	Palmyra	PLMYPAPA	#	Band 2

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19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Paoli	PAOLPAPA	#	Band 4
PA	Parker Ford	PRFDPAPF	#	Band 1
PA	Parkesburg	PRBGPAPB	#	Band 1
PA	Parkwood	PRWDPAPA	#	Band 1
PA	Patton	PATNPAPA	#	Band 1
PA	Paxtang	PXTGPAPG	#	Band 2
PA	Paxtonia	PXTNPAPA	#	Band 1
PA	Penn Hills	PEHLPAPH	#	Band 3
PA	Pennsburg	PNBGPAPB	#	Band 2
PA	Pennypacker	PHLAPAPE	#	Band 6
PA	Perkasie	PRKSPAPE	#	Band 3
PA	Perryopolis	PRYPPAPE	#	Band 1
PA	Perrysville	PYVLPAPE	#	Band 2
PA	Philipsburg	PHBGPAPH	#	Band 1
PA	Phoenixville	PXVLPAPV	#	Band 2
PA	Pilgrim	PHLAPAPI	#	Band 4
PA	Pineville	PIVLPAPV	#	Band 1
PA	Pittston	PTTNPAPI	#	Band 1
PA	Pleasant Gap	PLSGPAPG	#	Band 1
PA	Pleasant Hills	PLHSPAPH	#	Band 3
PA	Plumsteadville	PSVLPAPV	#	Band 2
PA	Plymouth	PLMOPAPL	#	Band 1
PA	Point Marion	PTMRPAPM	#	Band 1
PA	Poplar	PHLAPAPO	#	Band 2
PA	Port Allegany	PTALPAPA	#	Band 1
PA	Portage	PRTGPAPO	#	Band 1
PA	Pottstown	PTTWPAPT	#	Band 3
PA	Pottsville	PTTVPAPO	#	Band 1
PA	Pughtown	PGTWPAPT	#	Band 1
PA	Punxsutawney	PUNXPAPU	#	Band 1
PA	Quakertown	QKTWPAQT	#	Band 2
PA	Reading	RDNGPARE	#	Band 5
PA	Regent	PHLAPARE	#	Band 5
PA	Renovo	RENVPARE	#	Band 1
PA	Rew	REW PARE	#	Band 1
PA	Reynoldsville	RYVLPARE	#	Band 1
PA	Ridley Park	RDPKPARP	#	Band 2
PA	Riegelsville	RGVLPARI	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Robinson TS	RBTPPART	#	Band 3
PA	Rochester	ROCHPARC	#	Band 1
PA	Roulette	RLTTPARO	#	Band 1
PA	Royersford	RYFRPARF	#	Band 2
PA	Russell	RSSLPARU	#	Band 1
PA	St. Lawrence	SLWBPASL	#	Band 1
PA	Saratoga	PHLAPASA	#	Band 3
PA	Saxton	SXTNPASA	#	Band 1
PA	Schuylkill Haven	SCHNPASC	#	Band 1
PA	Schwenksville	SCHWPASV	#	Band 1
PA	Scottdale	SCDLPASC	#	Band 1
PA	Scranton	SCTNPASC	#	Band 2
PA	Sewickley	SWKYPASE	#	Band 3
PA	Shamokin	SHMKPASH	#	Band 1
PA	Sharon	SHRNPASH	#	Band 1
PA	Sharpsburg	SHSAPASH	#	Band 2
PA	Sharpsville	SRVLPASH	#	Band 1
PA	Shenandoah	SHNDPASH	#	Band 1
PA	Sherwood	PHLAPASH	#	Band 3
PA	Shillington	SHLNPASH	#	Band 2
PA	Sinking Spring	SNSPPASS	#	Band 2
PA	Slatington	SLTTPAES	#	Band 1
PA	Smethport	SMPTPASM	#	Band 1
PA	Smock	SMCKPASM	#	Band 1
PA	Snow Shoe	SWSHPASS	#	Band 1
PA	Souderton	SDTNPASD	#	Band 2
PA	Spring Mills	SPMLPASM	#	Band 1
PA	Springdale	SPDLPASP	#	Band 1
PA	Springfield	SPFDPASF	#	Band 3
PA	Springtown	SPTWPASP	#	Band 2
PA	Squirrel Hill	PITBPASQ	#	Band 3
PA	Standing Stone	STSTPAES	#	Band 2
PA	State College	STCGPAES	#	Band 3
PA	Steelton	SLTNPAST	#	Band 1
PA	Strasburg	STBGPAES	#	N/A
PA	Stroudsburg	SRBGPAST	#	Band 3
PA	Sugar Grove	SGGVPASG	#	Band 1
PA	Sunbury	SNBYPASU	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	Sykesville	SYVLPASY	#	Band 1
PA	Tamaqua	TAMQPATA	#	Band 2
PA	Tannersville	TNVLPATA	#	Band 2
PA	Tarentum	TRNTPATA	#	Band 2
PA	Taylor	TAYLPATA	#	Band 2
PA	Tidioute	TIDTPATI	#	Band 1
PA	Tionesta	TNSTPATI	#	Band 1
PA	Tobyhanna	TBYHPATO	#	Band 2
PA	Trinity	PHLAPATR	#	Band 2
PA	Trooper	TRPRPATR	#	Band 3
PA	Tullytown	TULYPATU	#	Band 3
PA	Turtle Creek	TRCKPATC	#	Band 2
PA	Tyrone	TYRNPATY	#	Band 1
PA	Ulysses Twsp.	ULYSPAUL	#	Band 2
PA	Uniontown	UNTNPAUN	#	Band 2
PA	Wallenpaupack	WLPKPAES	#	Band 2
PA	Wampum	WMPMPAWA	#	Band 1
PA	Warren	WRRNPAWA	#	Band 2
PA	Warrington	WGTNPAWR	#	Band 4
PA	Washington	WASHPAWA	#	Band 2
PA	Washingtonville	WSHVPAWA	#	Band 1
PA	Waverly	PHLAPAWV	#	Band 4
PA	Wayne	WAYNPAWY	#	Band 5
PA	Weatherly	WTHRPAWE	#	Band 2
PA	West Alexander	WALXPAWA	#	Band 1
PA	West Chester	WCHSPAWC	#	Band 4
PA	West Grove	WGRVPAWG	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
PA	West Middlesex	WMDLPAWM	#	Band 1
PA	West Mifflin	WMFLPAWM	#	Band 2
PA	West Newton	WNTNPAWN	#	Band 1
PA	West View	WSVWPAWE	#	Band 2
PA	White Haven	WHHNPAWH	#	Band 2
PA	Wilkes-Barre	WLBRPAWB	#	Band 2
PA	Wilkinsburg	WKBGPAWK	#	Band 2
PA	Williamsport	WLPTPAWI	#	Band 2
PA	Willow Grove	WLGRPAWG	#	Band 4
PA	Willow Street	WLSTPAWS	#	Band 2
PA	Winburne	WNBRPAWI	#	Band 1
PA	Woodland	WDLDPAWD	#	Band 1
PA	Woolrich	WLRCPAWC	#	Band 1
PA	Wyoming	WYNGPAWY	#	Band 1
PA	Yardley	YRDLPAYL	#	Band 4
PA	Youngsville	YNVLPAYO	#	Band 1
PA	Zelienople	ZLNPPAZE	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
VA	Aberdeen Rd.	HMPNVAAB	#	Band 2
VA	Alexandria	ALXNVAAX	#	Band 3
VA	Annandale	ALXNVAAD	#	Band 3
VA	Arlington	ARTNVAAR	#	Band 3
VA	Ashburn	ASBNVAAS	#	Band 3
VA	Ashland	ASLDVAAS	#	Band 1
VA	Barcroft	ALXNVABA	#	Band 2
VA	Barkley	RONKVABK	#	Band 1
VA	Bedford	BDFRVABD	#	Band 1
VA	Bethia	BTHIVABT	#	Band 2
VA	Blacksburg	BLBGVABB	#	Band 1
VA	Bonsack	RONKVABS	#	Band 1
VA	Braddock Rd.	FRFXVABF	#	Band 2
VA	Brickell Road	NRFLVABL	#	Band 2
VA	Burgundy Road	ALXNVABR	#	Band 3
VA	Bute Street	NRFLVABS	#	Band 3
VA	Cameron Station	ALXNVACN	#	Band 3
VA	Cave Spring	RONKVACS	#	Band 1
VA	Centerville Turnpike	VRBHVACT	#	Band 2
VA	Centreville	CNVIVACT	#	Band 4
VA	Chester	CHESVACR	#	Band 2
VA	Chinese Corner	VRBHVACC	#	Band 2
VA	Christiansburg	CRBGVACB	#	Band 1
VA	Church Street	LYBGVACH	#	Band 1
VA	Churchland	CHSKVACD	#	Band 2
VA	Clearview	LYBGVACV	#	Band 1
VA	Cogbill	RCMDVACG	#	Band 2
VA	Colonial Heights	CLHGVACO	#	Band 1
VA	Columbia Pike	ARTNVACK	#	Band 4
VA	Crystal City	ARTNVACY	#	Band 3
VA	Culpeper	CLPPVACU	#	Band 1
VA	Danville	DAVLVADA	#	Band 1
VA	Deep Creek	CHSKVADC	#	Band 2
VA	Drummonds Corner	HMPNVADC	#	Band 1

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
VA	Dulles Corner	HRNDVADU	#	Band 3
VA	Fairfax	FRFXVAFF	#	Band 3
VA	Falls Church	ARTNVAFC	#	Band 3
VA	Fort Lewis	SALMVAFL	#	Band 1
VA	Fox Mill Rd.	RSTNVAFM	#	Band 3
VA	Franconia	ALXNVAFR	#	Band 3
VA	Fredericksburg	FRBGVAFB	#	Band 2
VA	Gaskins Road	RCMDVAGK	#	Band 2
VA	Gayton Road	RCMDVAGY	#	Band 2
VA	Gordonsville	GOVLVAGV	#	Band 1
VA	Grace Street	RCMDVAGR	#	Band 3
VA	Granby Streeet	NRFLVAGS	#	Band 2
VA	Great Falls	GRFLVAGF	#	Band 3
VA	Great Neck	VRBHVAGN	#	Band 2
VA	Groveton	GVTNVAGR	#	Band 3
VA	Guerriere Street	CHSKVAGU	#	Band 2
VA	Gunston	LRTNVAGU	#	Band 2
VA	Harpersville	NWNWVAHV	#	Band 1
VA	Hartwood	HRWDVAHW	#	N/A
VA	Hermitage	RCMDVAHR	#	Band 1
VA	Herndon	HRNDVAHE	#	Band 3
VA	High Street	PTMOVAHS	#	Band 2
VA	Hodges Ferry	PTMOVAHF	#	Band 2
VA	Hopewell	HPWLVAHW	#	Band 1
VA	Hull	RCMDVAHL	#	Band 1
VA	Hungary Spring Rd	RCMDVAHS	#	Band 2
VA	Huntington Avenue	NWNWVAHU	#	Band 1
VA	Indian Lakes	VRBHVAIL	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
VA	Indian River	VRBHVAIR	#	Band 2
VA	Jefferson Avenue	NWNWVAJF	#	Band 2
VA	Lee Hill	FRBGVALH	#	Band 1
VA	Leesburg	LSBGVALB	#	Band 3
VA	Lewinsville	MCLNVALV	#	Band 4
VA	Logan Street	RCMDVALS	#	Band 2
VA	Louisa	LOUSVALU	#	Band 1
VA	Luck	RONKVALK	#	Band 2
VA	Madison	MDSNVAMA	#	N/A
VA	Mason Cove	SALMVAMC	#	N/A
VA	Mechanicsville	MCHVVAMV	#	Band 2
VA	Merrifield	FLCHVAMF	#	Band 4
VA	Midlothian	MDLTVAMD	#	Band 2
VA	Mount Vernon	ALXNVAMV	#	Band 3
VA	Nettles Drive	NWNWVAND	#	Band 2
VA	Norton	NRTNVANO	#	Band 2
VA	Ocean View	NRFLVAOV	#	Band 2
VA	Old Forest Road	LYBGVAOF	#	Band 1
VA	Orange	ORNGVAOR	#	Band 1
VA	Patterson	RCMDVAPS	#	Band 3
VA	Pemberton	RCMDVAPE	#	Band 2
VA	Petersburg	PTBGVAPB	#	Band 1
VA	Plaza Trail	VRBHVAPT	#	Band 2
VA	Providence Forge	PRFRVAPF	#	Band 1
VA	Pulaski	PLSKVAPU	#	Band 1
VA	Queen Street	HMPNVAQN	#	Band 2
VA	Radford	RDFRVARA	#	Band 1
VA	Randall Ave.	RCMDVARA	#	Band 1
VA	Remington	RMTNVARE	#	N/A
VA	Robbins Corner	VRBHVARC	#	Band 2
VA	Salem	SALMVASA	#	Band 1
VA	Salem Road	VRBHVASR	#	Band 2
VA	Sandston	SNTNVASS	#	Band 2
VA	Second Avenue	RCMDVASN	#	Band 1
VA	Sewells Point	NRFLVASP	#	Band 2
VA	Spotsylvania	SPTSVASP	#	N/A
VA	Springfield	SPFDVASP	#	Band 3

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

19.7.3 Telephone Company-Designated Central Offices for Physical, SCOPE, and Virtual Collocated Interconnection (Cont'd)

State	C.O.	CLLI	Physical Virtual or SCOPE*	
VA	Staunton	STTNVAST	#	Band 1
VA	Stephens City	STCYVASC	#	Band 1
VA	Sterling Park	HRNDVAST	#	Band 4
VA	Stuart	RCMDVASR	#	Band 3
VA	Stuart's Draft	STDRVASD	#	Band 1
VA	Suffolk	SFFLVASK	#	Band 1
VA	The Crossings	RCMDVATC	#	N/A
VA	Timberlake	LYBGVATM	#	Band 2
VA	Turner Rd.	RCMDVAIT	#	Band 1
VA	Unionville	UNVLVAUV	#	Band 1
VA	Varina	VARNVAVR	#	Band 1
VA	Verona	STTNVAVE	#	Band 1
VA	Vienna	VINNVAVN	#	Band 3
VA	Virginia Beach	VRBHVAVB	#	Band 3
VA	Warrenton	WRTNVAWR	#	Band 1
VA	W. Little Crk	NRFLVAWC	#	Band 2
VA	Westover	DAVLVAWE	#	N/A
VA	Williamsburg	WLBGVAWM	#	Band 2
VA	Winchester	WNCHVAWC	#	Band 2
VA	Wise	WISEVAWI	#	Band 2
VA	Woodland Road	HMPNVAWD	#	Band 2
VA	Yellow Branch	LYBGVAYB	#	Band 1
VA	Yorktown	NWNWVAYK	#	Band 2

See Section 19.1 above for additional information.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.7 Rates and Charges (Cont'd)

(D)

(D)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)	USOC	Monthly	Nonrecurring Charge	
19.7.4 Physical				
(A) Design and Planning Fees				
Single Entrance	NRBPL		$ 3,530.00	
Dual Entrance	NRBPM		4,256.00	
Site Augmentation	NRBPN		1,506.00	
(B) Cable Installation	SP1BP			
Per cable			647.80	
(C) Cable Support Structure	SP1BP			
Per cable		$132.77		
(D) Reserved for Future Use				(C) (D)
(E) AC Outlet (See Note 1)	NRBC3		408.00	
(F) Overhead Lighting Construction (See Note 1)	NRBKL			
- per Initial Fixture			904.00	
- each additional fixture			112.00	
(G) Cage Construction (See Note 2)				
- Standard 100 Square Foot	NRBCN		5,300.00	
- Standard 200 Square Foot	NRBCO		7,300.00	
- Standard 300 Square Foot	NRBCP		9,750.00	
- Standard 400 Square Foot	NRBCQ		11,980.00	(R)(z)
- Non-Standard 100 Square Foot	NRBB6		7,200.00	
- Non-Standard 200 Square Foot	NRBB7		10,800.00	
- Non-Standard 300 Square Foot	NRBB8		14,700.00	
- Non-Standard 400 Square Foot	NRBB9		18,500.00	
(H) Room Construction (See Note 3)				
- per central office				
(I) Space and Facility Charge				
- per first 100 sq. ft.			47,686.20	
- Per add'l sq. ft.			238.43	
(J) Business Integrated Timing Supply				
- Per timing output port requested	SP15Z	6.30	39.93	(N)

Note 1: Not available to new Collocators after May 18, 1999.
Note 2: Not available to new Collocators after October 28, 1998.
Note 3: Not available to new Collocators after May 18, 1999. Charge is based on an estimated construction charge applied on a time and material basis per central office location.

See Section 19.1 above for additional information. (N)

(z) Issued to reinstate rate that was inadvertently changed to $30,980.00 on 4th Revised Page 19-91 under Transmittal No. 401.

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

19.7.4 Physical (Cont'd)

(K) Physical Collocation Adjustments for Conversion under Section 19.4(R) (N)

(1) Size of Multiplexing Node	One-time Credit
- Less than or equal to 100 square feet	$14,951.00
- 101 to 200 square feet	7,441.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00

(2) Size of Multiplexing Node	Annual Credit*
- Less than or equal to 100 square feet	$ 2,106.00
- 101 to 200 square feet	1,048.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.4(R)(5)(c) for physical collocation arrangements. The annual credit amounts include interest at 5.45%. (N)

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)	USOC	Monthly	Nonrecurring Charge
19.7.5 Virtual			
(A) Design and Planning Fees			
Single Entrance	NRBKA		$ 2,235.00
Dual Entrance	NRBKB		2,967.00
Site Augmentation	NRBKD		963.00
(B) Cable Installation			
per cable	SP1BV		1,057.00
(C) Equipment Installation & Engineering per unit of transmission/ multiplexing equipment			
D4 Channel Bank (or equivalent)	NRBKE		3,692.00
OC-3 (or equivalent)	NRBKG		5,198.00
OC-12 (or equivalent)	NRBKH		5,753.00
OC-48 (or equivalent)	NRBKJ		10,334.00
(D) Site Augments			
Upgrade (Installation and Engineering per unit)			
D4 Channel Bank (or equivalent)	NRBKK		3,692.00
OC-3 (or equivalent)	NRBKY		4,813.00
OC-12 (or equivalent)	NRBKZ		5,339.00
OC-48 (or equivalent)	NRBK2		10,334.00
Mux Recabling - per unit	NRBLJ		2,545.00
Software Upgrade per shelf	NRBLK		93.00
(E) Cable Support Structure			
per cable	SP1BV	$140.48	
(F) Business Integrated Timing Supply - Per timing output port			
requested	TBD	6.30	39.93

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

19.7.6 Training (Virtual Collocation Only)

When the Collocator-provided equipment (hardware and/or software) is identical to that already in use in the Telephone Company central office building, no additional training is required.

When the Collocator-provided equipment (hardware and/or software) is different from that already in use in the Telephone Company central office building, training will be required. The Collocator will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a maximum of three Telephone Company central office technicians. The technicians' training time will be based on Labor rates as set forth in Section 19.7.7 following. When travel is required, travel expenses associated with training will be charged to the Collocator based directly on ticket stubs and/or receipts. Lodging and meals associated with training will be charged as follows:

(1) Training Fee	USOC	Nonrecurring Charge
- Lodging & Meals per technician, per day	NRBKF	$107.37

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.7 Rates and Charges (Cont'd)

19.7.7 Security, Escort, and Additional Labor Charges

When the Collocator requests access to the Telephone Company Virtual Collocated central offices, or central offices where access arrangements defined in 19.3.5(P) preceding do not exist, a Telephone Company-designated escort will be required at all times. This includes all collocator work performed on Telephone Company property.

	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(1) Labor rates - per visit			
Basic Time, normally scheduled working hours, - per technician	NRBLM	$ 90.00	$ 30.00
Overtime, outside of normally scheduled working hours on a scheduled work day, - per technician	NRBLN	$100.00	$ 40.00
Premium Time, outside of scheduled work day, - per technician	NRBLO	$120.00	$ 50.00

See Section 19.1 above for additional information. (N)

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ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.8 Reserved for Future Use

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.8 Reserved for Future Use

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.8 Reserved for Future Use

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.8 Reserved for Future Use

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.8 Reserved for Future Use

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.9 Negotiated Terms and Conditions

Negotiated Terms and Conditions reflect all construction charges and other negotiated terms and conditions, rates and charges based on the Collocator requests within each individual central office building. All such arrangements will be available to other Collocators within these same central office buildings. All negotiated arrangements will be based on rates specified in Section 19.5 preceding.

19.9.1 Collocated Interconnection Construction Charges

(A) MCI/TCG Shared Dual Entrance Cable Structure Construction Charges

Collocator	CLLI Code	Construction Charges
MCI Metro	BLTMMDCH	$3,971.15
TCG Pittsburgh	BLTMMDCH	$3,971.15

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.9 Negotiated Terms and Conditions (Cont'd)

19.9.2 Physical Collocation Construction Charges

Collocator	Wire Center	CLLI Code	Construction Charges
Metropolitan Fiber Systems	Lewinsville McLean, VA	MCLNVALV	$16,422.21
Metropolitan Fiber Systems	Gaithersburg Gaithersburg, MD	GTBGMDGB	$17,234.19
Metropolitan Fiber Systems	Downtown Pittsburgh Pittsburgh, PA	PITBPADT	$38,001.44
TCG Pittsburgh	Downtown Pittsburgh Pittsburgh, PA	PITBPADT	$38,001.44
MCI Metro	Midtown Washington, DC	WASHDCMT	$19,374.19
Metropolitan Fiber Systems	Midtown Washington, DC	WASHDCMT	$21,413.57
Metropolitan Fiber Systems	Newark Newark, NJ	NWRKNJ02	$36,742.55
Metropolitan Fiber Systems	Market Philadelphia, PA	PHLAPAMK	$26,998.00
Metropolitan Fiber Systems	Wilmington Wilmington, DE	WLMGDEWL	$28,758.98
TCG Pittsburgh	Oakland Pittsburgh, PA	PITBPAOK	$7,152.75
Metropolitan Fiber Systems	Union City Union City, NJ	UNCYNJ02	$21,747.39
Metropolitan Fiber Systems	Southwest Washington, DC	WASHDCSW	$28,754.68
Metropolitan Fiber Systems	Downtown Washington, DC	WASHDCDN	$12,346.61
Metropolitan Fiber Systems	Morristown Morristown, NJ	MRTWNJMR	$20,544.00
MCI Metro	Downtown Pittsburgh Pittsburgh, PA	PITBPADT*	$51,305.26
NEXTLINK	Allentown Allentown, PA	ALTWPAAC	$87,433.44

* Denotes separate collocation rooms.
# See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives

19.10.1 Secured Collocation Open Physical Environment (SCOPE)

(A) Service Description

Secured Collocation Open Physical Environment (SCOPE) is a form of Physically-Collocated Interconnection in which Physical Collocators have the option of placing their equipment in the Telephone Company central office without securing it in a metal enclosure. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard Physically-Collocated Interconnection arrangements as described in Section 19.4 preceding.

A SCOPE arrangement enables Physical Collocators that do not want a standard physical collocation arrangement to install one or more bays of equipment in a secure area. Each individual collocator is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the collocator's side of a shared POT (SPOT) Bay. The collocator's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as is performed for standard Physically-Collocated Interconnection arrangements.

All terms and conditions for Physical Collocation as described in this section will apply, except as set forth following.

(B) SCOPE Arrangement

The SCOPE arrangement involves the placement of non-Telephone Company owned or operated equipment in a secure segregated area of the Telephone Company central office. The demarcation point is the SPOT Bay. Each collocator will provide and install its own equipment and equipment bay(s) in the designated area. The collocator is responsible for the identification of all equipment and bay space in its SCOPE arrangement.

The collocator shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(B) SCOPE Arrangement (Cont'd)

The collocator must install a minimum of one shelf of working equipment, equipped with plug-ins, for each SCOPE equipment bay that is ordered from the Telephone Company. Equipment bays must be fully equipped prior to adding subsequent equipment bays. Additional equipment bays that will be used at a future date may be reserved, if they are available, until such time as the Telephone Company requires the reserved bay to meet another collocator's service order. The Telephone Company will make reasonable efforts to assign reserved bays so that they are located next to the collocator's existing equipment bay; however, the Telephone Company makes no guarantee to that effect.

The collocator may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint.

In addition to the terms and conditions regarding security measures set forth preceding, if the collocator elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the collocator will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the collocator's secured bay on an emergency basis, the Telephone Company will notify the collocator of such access in advance, if possible, but in no event more than within twenty-four (24) hours after obtaining access.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(C) Application, Engineering and Administration

The collocator must request SCOPE arrangements through its Telephone Company Point of contact as with any other collocated arrangement.

(D) Shared Point of Termination (SPOT) Bay

The SPOT Bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all collocators in the physical collocation area including SCOPE.

The Telephone Company always provides the SPOT Bay (frame and terminations).

See Section 19.1 above for additional information. (N)

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

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(E) Equipment Bay, Timing, Lighting and AC Outlet Installation

SCOPE is subject to the availability of space and facilities in each central office where interconnection is requested. Such space is allocated to collocator on a first come, first served basis. Each individual collocator is responsible for providing and installing its own equipment and equipment bay(s) in the secured area.

The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide AC power, battery and generator backup power, heat, air-conditioning and other environmental support in connection with the collocator's transmission equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office. (C)

Effective February 17, 2004, -48V battery-backed DC power will no longer be provided in this tariff. (N)

See Section 19.1 above for additional information. (N)

Certain regulations previously appearing on this page currently appear on Page 19-105.1.

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(E) Equipment Bay, Timing, Lighting and AC Outlet Installation (Cont'd)

AC power (AC outlets) and common aisle lighting will be provided for the entire SCOPE area and shared by all Collocators. Collocators may request additional AC outlets and overhead lighting at rates set forth in Section 19.7.4 preceding or by contracting directly with a Telephone Company approved vendor for any additional AC outlets and lighting. The groundbar for transmission equipment will be a common groundbar shared by all Collocators in a SCOPE arrangement. (C) (M)

Vendors must comply with the requirements specified in Section 19.3 preceding. The collocator is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor.

At the option of the customer, the Telephone Company will provide a synchronized timing source for the customer's electronic communication equipment from a central source within the Telephone Company's network. Business Integrated Timing Supply (BITS) for a SCOPE arrangement is provided under the terms and conditions specified in Section 19.3.9 preceding. (M)

See Section 19.1 above for additional information. (N)

Certain regulations currently appearing on this page formerly appeared on Page 19-105.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(F) Rate Regulations

Cross-Connect Charges are monthly and nonrecurring charges which apply as described in Sections 19.6 and 19.7.2 preceding.

The Design and Planning Fees are nonrecurring charges which apply as described in Sections 19.3.1 and 19.7.4 preceding.

The Cable Installation Charge is a nonrecurring charge which applies as described in Sections 19.3.5 and 19.7.4 preceding.

The Cable Support Structure Charge is a monthly charge which applies as described in Sections 19.3.5 and 19.7.4 preceding.

The Power Charge is a monthly charge which applies as described in Sections 19.4 and 19.7.4 preceding.

For completed applications received prior to May 18, 1999, the AC Outlet Charge is a nonrecurring charge which applies as described in Sections 19.4 and 19.7.4 preceding.

For completed applications received prior to May 18, 1999, the Room Construction Charge is a nonrecurring charge which applies as described in Sections 19.3.1 and 19.7.4 preceding.

For completed applications received after May 18, 1999, the Construction charge is a nonrecurring charge that applies when equipment bays are placed in collocation space and includes AC outlets to be shared by customers, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The required space per bay is 15 square feet. The charge is assessed per equipment bay installed.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(F) Rate Regulations (Cont'd)

For completed applications received prior to May 18, 1999, the Shared Lighting and Outlet Charge is applied when equipment bays are placed in SCOPE space and includes AC outlets to be shared by Collocators and standard aisle lighting. This nonrecurring charge applies per equipment bay installed as set forth in Section 19.10.1(H) following. (T)

The Building Space Charge is associated with the footprint of the equipment bay. This monthly charge applies per equipment bay as set forth in Section 19.10.1(H) following. (T)

The SPOT Bay Frame and Terminations Charges are monthly and nonrecurring charges and apply as described in Section 19.6(I) preceding.

Business Integrated Timing Supply Charges are monthly and nonrecurring charges that are applied per timing output port requested by the Collocator. These charges are described in Section 19.3.9 preceding.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(G) Conversion of a SCOPE Arrangement (N)

The Collocator may convert a SCOPE arrangement under this tariff to a SCOPE arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003, and released October 22, 2003, and subject to (1) through (5) following: (x) (x)

(1) The SCOPE arrangement must have been in service on February 17, 2004, or on order (i.e., a Collocation Application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(2) No later than March 18, 2004, the Collocator must notify the Telephone Company of its intent to convert its SCOPE arrangement 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 SCOPE arrangement, the number of bays associated with the SCOPE arrangement, the date of order for the SCOPE arrangement, and the tariff or Interconnection Agreement to which it is being converted. The Collocator 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 SCOPE arrangement as set forth in Section 19.10.1(H) of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003, and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the Collocator provided notification to the Telephone Company pursuant to (2) preceding. (x) (x) (N)

See Section 19.1 above for additional information. (N)

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(G) Conversion of a SCOPE Arrangement (Cont'd)

(4) Eligible Collocators will receive an adjustment to offset the difference between construction of the bay(s) assessed and paid under this tariff and the corresponding rates and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the SCOPE arrangement is converted. The Collocator has the option to have the adjustment applied as a one-time credit or an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts as annual credit amounts are set forth in 19.10.1(H)(13) following.

To be eligible for the credit, the SCOPE arrangement must have been ordered under this tariff after the date specified below in the state in which the physical collocation arrangement was established.

State	Credit Availability Date
Delaware	May 8, 2001
Pennsylvania	April 3, 2001
Maryland	July 24, 2002
New Jersey	January 1, 2001
Virginia	July 15, 2002
Washington D.C.	December 20, 2002

(D)

See Section 19.1 above for additional information.

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(G) Conversion of a SCOPE Arrangement (Cont'd) (N)

(5) The following activities related to the conversion of a SCOPE arrangement 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. (x) (x) (x)

(a) Convert the Collocator's service records and associated monthly billing to a SCOPE arrangement in accordance with the applicable state rates, terms, and conditions; and

(b) Convert the associated cross-connects 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 Collocator pursuant to (G)(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 19.10.1(H)(13) following. The amounts shown for the annual credit include interest at 5.45%. (N)

See Section 19.1 above for additional information. (N)

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

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19. Collocated Interconnection Service # (Cont'd)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(G) Conversion of a SCOPE Arrangement (Cont'd) (N)

(5) (Cont'd) (N)

For Collocators 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 Collocator 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 Collocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Collocator 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 SCOPE arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Collocated Interconnection under this tariff.

Payment of the annual incentive will continue to the original Collocator if the SCOPE arrangement is disconnected or the SCOPE arrangement is assigned to a new billing party as allowed under this tariff.

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

(6) For Collocators who do not convert an existing SCOPE arrangement 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. (x) (x) (x) (N)

(x) Issued under authority of Special Permission No. 03-105 of the Federal Communications Commission.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(H) Rates and Charges (T)

		USOC	Monthly	Nonrecurring Charge
(1)	Shared Lighting and Outlet - Per equipment bay (See Note 1)	SP1OL		$ 125.71
(2)	Building Space, per equipment bay			
	- Band 1		$20.25	
	- Band 2		24.30	
	- Band 3		29.40	
	- Band 4		34.95	
	- Band 5		40.65	
	- Band 6		46.95	
	- Band 7		56.40	
(3)	Construction, per equipment bay			$7,342.89

Note 1: Not available to new Collocators after May 18, 1999.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(H) Rates and Charges (Cont'd) (T)

(4)	Cross-Connect Charges	See Sections 19.6 and 19.7.2 preceding
(5)	Design and Planning Fees	See Sections 19.3.1 and 19.7.4 preceding
(6)	Cable Installation Charge	See Sections 19.3.5 and 19.7.4 preceding
(7)	Cable Support Structure Charge	See Sections 19.3.5 and 19.7.4 preceding
(8)	Reserved for Future Use	(C) (D)
(9)	AC Outlet Charge (See Note 1)	See Sections 19.4 and 19.7.4 preceding
(10)	Room Construction Charge (See Note 1)	See Sections 19.3.1 and 19.7.4 preceding
(11)	SPOT Bay Frame and Terminations	See Sections 19.4 and 19.7.4 preceding
(12)	Business Integrated Timing Supply Charge	See Sections 19.3.9 and 19.7.4 preceding

Note 1: Not available to new Collocators after May 18, 1999.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(H) Rates and Charges (Cont'd)

(13) SCOPE Adjustments for Conversion Under Section 19.10.1(G) (N)

Per SCOPE arrangement	One-time Credit
	$3,052.00

Per SCOPE arrangement	Annual Credit*
	$ 430.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.10.1(G)(4) preceding. The annual credit amount includes interest at 5.45%. (N)

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.2 Shared Physical Collocation Arrangements

(A) A collocator with Physical Collocation service under this section shall have the right to share its Physical Collocation Arrangement with one or more additional entities, provided that all such entities are qualified to be collocators. All such entities must limit their collocation activities to those permitted under the tariff provisions specified herein.

(B) For established Physical Collocation Arrangements, the initial collocator is the "Collocator of Record"(COR), or "host" collocator. The other collocator(s) participating in the sharing arrangement is referred to in this tariff as the "guest(s)." When two or more collocators request establishment of a new Physical Collocation Arrangement to be used as a Shared Physical Collocation Arrangement, one of the participating collocators must agree to be the COR and the other(s) to be the guest(s). The host collocator is the Telephone Company's customer and has all the rights and obligations applicable under this tariff to collocators purchasing Physically-Collocated Interconnection arrangements, including, without limitation, the obligation to pay all applicable charges, whether or not the COR is reimbursed for all or any portion of such charges by the guest. Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest(s) collocator in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any actions of the COR. The host and the guest(s) are solely responsible for determining whether to share a Shared Physical Collocation Arrangement, and if so, upon what terms and conditions.

(C) The host collocator must notify the Telephone Company in writing of its intention to share its Physical Collocation Arrangement.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.2 Shared Physical Collocation Arrangements (Cont'd)

(D) Orders for connection to Telephone Company services must be placed by the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization explicitly authorizing the guest(s) to place such orders.

(E) All terms and conditions for Physically-Collocated Interconnection as described in this Section will apply. In addition, the following terms and conditions will apply to Shared Physical Collocation Arrangements.

- The host and guest(s) must each be collocating for the purpose of interconnecting to Telephone Company services.

- The COR assumes the responsibility for the guest's violation of all tariff regulations and other requirements related to a Shared Physical Collated Arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third-party claims resulting from the guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.

- The Telephone Company will issue only one identifying CLLI code and provide it to the host.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.2 Shared Physical Collocation Arrangements (Cont'd)

(E) (Cont'd)

- All occupancy and specific Physical Collocation Arrangement communications will be between the host and the Telephone Company as specified in this tariff.

- The host will remain responsible for all costs associated with the Shared Physical Collocation Arrangement. The Telephone Company will not split bill any of the rate elements associated with the Physical Collocation Arrangement between the host and its guest(s) (e.g., Cable Support Structure, Power, AC Outlet, Overhead Lighting Construction, and Room Construction Charges).

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal

(A) General

The Competitive Alternate Transport Terminal (CATT) provides a shared, alternate splice point within a Telephone Company central office at which a third party competitive fiber provider (CFP) can terminate its facilities for distribution to Collocation arrangements within that central office.

(B) CATT Arrangement

The CATT arrangement allows for the splicing of a CFP's facilities at or near the cable vault within a Telephone Company central office for the sole purpose of distributing such facilities to Collocation arrangements within that central office.

A maximum of 432 and a minimum of 72 fibers of the CFP's facilities may be spliced at the CATT. At the option of the CFP, up to an additional 432 diversely routed fibers may be spliced at the CATT, provided that separate entry is available. In those central offices with only one entry point, a CFP may request Special Construction of any additional entry points as described in 19.3.5(B)(1) preceding.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(B) CATT Arrangement (Cont'd)

Splicing of the CFP's fiber optic cable will be accomplished using standard splicing measures or fusion splicing. Fusion splicing may require the use of an alternate splice area as determined by the Telephone Company. The Telephone Company and the CFP will agree on an acceptable decibel loss for the splice. A minimum of 24 fibers must be terminated at the CATT upon cable installation for use in the central office.

The CFP is responsible for all splicing done at the CATT.

For all installations to/from a CATT, the CFP shall complete a Method of Procedures (MOP) detailing the installation work to be performed by the CFP. The MOP shall be agreed upon and signed by a Telephone Company representative and a CFP representative prior to the beginning of any work effort within the CATT space. The CFP shall prominently display the signed MOP at the equipment bay while performing any work functions.

All CFP facilities and splices must comply with the Technical Specifications specified in Section 19.3.5 preceding.

All applicable universal regulations which apply to Collocators as set forth in this Section also apply to the CFP and its facilities to the CATT.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(C) Provision of CFP Facilities to the CATT

The CFP will be responsible for supplying, installing (for which the CFP must have a Telephone Company approved vendor handle the installation), and maintaining the cabling between the cable vault of the central office involved and the CATT area. The CFP is further responsible for the physical splicing of its fiber optic cable to the CATT. An authorized representative of the Telephone Company will accompany the CFP or Telephone Company approved vendor, as applicable, during cable installation or at any time that either party is in the CATT area. Escort Service charges, as set forth in Section 19.10.3(E)(5) following, will apply.

The CFP must provide a Telephone Company approved splice tray and cable enclosure prior to any splicing to the CATT. The Telephone Company will provide equipment support for the CFP splice tray and enclosures as set forth in Section 19.10.3(E)(4) following. Enclosures must equal the capacity of the installed fiber at 72 fibers per shelf. CFPs may reserve space for additional shelves for future use until such time as the Telephone Company requests the reserved space to meet another CFP's request.

The CFP will not store any equipment in the CATT area other than the splice tray and cable enclosure.

Installation of CFP facilities is subject to all applicable regulations for Collocator provided facilities as set forth in Section 19.3.5 preceding.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(C) Provision of CFP Facilities to the CATT (Cont'd)

Cable Space per cable rates, as set forth in Section 19.10.3(F)(3) following, apply to the CFP per cable installed for the support structure between manhole zero and the CATT area.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

(D) Provision of Facilities between the CATT and Physical or Virtual Collocation Arrangements

Either Physical or Virtual Collocators may request fiber connections in a minimum of 12 strand increments from a CFP in a CATT arrangement, subject to the terms and conditions as specified in Section 19.3.5(B)(4) preceding. Collocators will be subject to the Cable Installation and Cable Support Structure rates set forth in Sections 19.7.4(B) and (C) for Physical arrangements and in Sections 19.7.5(B) and (E) for Virtual arrangements.

Installation of CFP facilities from the CATT is subject to all applicable regulations for Collocator provided facilities as set forth in Section 19.3.5 preceding.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(E) Rate Regulations

(1) CATT Application

A CATT Application charge, as set forth in Section 19.10.3(F)(1) following, is to be submitted by the CFP in order to process their completed application. This charge applies for application processing and administrative activities performed by the Telephone Company in the processing of the request. The CATT Application charge applies for each request in which CFP facilities will be spliced at the CATT. If the CFP cancels its request prior to installation, any unused portion of the CATT Application charge will be refunded.

(2) Engineering and Implementation

An Engineering and Implementation charge, as set forth in Section 19.10.3(F)(2) following, applies as a one-time charge for planning, Telephone Company engineering and project management of the request to terminate facilities to the CATT.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(E) Rate Regulations (Cont'd)

(3) Cable Space

The Cable Space rate applies for cable space and support within the serving central office entrance manhole and the CATT arrangement. The Cable Space rate applies as a fixed monthly rate per cable, as set forth in Section 19.10.3(F)(3) following.

(4) Equipment Support

The Equipment Support rate applies monthly to the CFP for Telephone Company support services including the cost of providing the equipment bay for the splice enclosure and associated floor space. The Equipment Support rate applies per 72 fibers, per shelf, and will be assessed based on the size of the cable installed, regardless of whether or not the cable has actually been spliced or terminated. Equipment Support rates are set forth in Section 19.10.3(F)(4) following.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(E) Rate Regulations (Cont'd)

(5) Escort Service

Escort Service is required in a Telephone Company central office for all activity performed by the CFP from the manhole to the CATT. The CFP's personnel will be allowed access only when a qualified Telephone Company escort is available. The Telephone Company shall provide an escort on reasonable notice subject to the charges set forth in Section 19.7.7 preceding.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.3 Provision of Facilities Involving a Competitive Alternate Transport Terminal (Cont'd)

(F) Rates and Charges

		USOC	Monthly	Nonrecurring Charge
(1)	CATT Application	NRBAB		$1,000.00
(2)	Engineering and Implementation	NRBAH		1,351.11
(3)	Cable Space			
	- Per Cable	SP1KZ	$30.31	
(4)	Equipment Support, Per Splice Tray			
	- Band 1	SP1K1	6.39	
	- Band 2	SP1K2	6.88	
	- Band 3	SP1K3	7.50	
	- Band 4	SP1K4	8.18	
	- Band 5	SP1K5	8.88	
	- Band 6	SP1K6	9.65	
	- Band 7	SP1K7	10.80	
(5)	Escort Service			Charges are set forth in Section 19.7.7 preceding

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation

(A) Service Description

Microwave Collocation provides Collocators with physical collocation of certain terrestrial point-to-point and point-to-multipoint microwave facilities and transmission equipment for connection to their own collocated transmission equipment. Microwave Collocation shall be used by the Collocator solely for the purpose of interconnection or access to the Telephone Company as specified herein.

(B) Regulations

(1) Collocator-provided microwave facilities, transmission equipment, and antenna support structures may be located in, on, or above the exterior walls and roof of the Telephone Company's serving wire centers or inside a Collocation arrangement. To the extent that the cable length to the Collocation arrangement is greater than could be effectively provided without unacceptable signal loss or degradation, the Telephone Company will work cooperatively with the Collocator to obtain mutually agreed upon space for the provisioning of regenerators or other radio equipment within 100 feet of the Collocator's antenna. Microwave antenna support structures may be located in, on, or above the exterior walls and roof of Telephone Company serving wire centers.

(2) Except as outlined following in this section, the provision of Microwave Collocation is governed by all terms and conditions applicable to Physically-Collocated Interconnection as described in Section 19.4 preceding.

(3) The Collocator's facilities shall not physically, electronically, or inductively interfere with the Telephone Company or other Collocator's or tenant's facilities and must comply with the Technical Specifications specified in (C) following.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(4) Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate Federal, State, and/or Local regulations governing the safe levels of R.F. radiation. The "American National Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 KHs to 100 GHZ" (IEEE C95.1-2005) is the minimum standard to be met by Collocators in all cases. (C)(x) (C)(x)

(5) Prior to installation of a Collocator's facilities or transmission equipment, the Collocator must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the particular microwave system and equipment, and when applicable, for any towers or support structures, as may be required by authorities having jurisdiction.

(6) Where the Collocator intends to modify, move, replace, or add to equipment or facilities within or about roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the Collocator must request and receive prior written consent from the Telephone Company, which will not be unreasonably withheld.

(7) The Collocator shall not make any changes from the initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters, or any other technical parameters without the prior written approval of the Telephone Company.

(8) At the Telephone Company's option, the Collocator may be escorted by a qualified Telephone Company employee, subject to the charges set forth in (J) following, if the Collocator requires access to transmitter/receiver space or cable risers and racking for maintenance purposes.

See Section 19.1 above for additional information.

(x) IEEE C95.1-2005 replaces ANSI C95.1-1982 in its entirety.

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(9) The Telephone Company reserves the right to review wind or ice loadings, etc., for antennas over eighteen (18) inches in diameter or for any multiple antenna installations and to require changes necessary to insure such loadings meet generally accepted engineering criteria for radio tower structures. The Telephone Company's costs for such activities will be billed to the Collocator, subject to the charges set forth in (J) following.

(10) The minimum height of equipment placement, such as microwave antennas, must be eight (8) feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, the Collocator or, if applicable, the Telephone Company shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For Collocator-owned structures that are solely for the use of one Collocator's antenna(s), such inspection will be at the Collocator's own cost and expense. The Telephone Company will work cooperatively with the Collocator to schedule the structural analysis. For structures used by multiple Collocators, the costs associated with such inspection shall be apportioned based on relative capacity ratios as specified in (12)(d) following. A copy of the inspection report shall be provided to the Telephone Company within ten (10) days of the inspection. The Collocator shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(11) The Collocator shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance, or operation of the Collocator's facilities or equipment located in roof space or transmitter/receiver space. The Collocator must also agree to take all necessary corrective action.

(12) Any microwave antenna supporting structure to be located in, on, or above a Telephone Company building roof or exterior wall may be provided by either the Collocator or the Telephone Company, at the Telephone Company's option.

(a) At the option of the Telephone Company, the antenna support structure shall be built, owned, and maintained by either the Telephone Company or by the Collocator. The Telephone Company reserves the right to use existing support structures for the Collocator's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a Collocator for any reason, subject to the provisions set forth following.

(b) It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32 - Uniform System of Accounts. When the Collocator is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(12) (Cont'd)

(c) The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Collocation on a first-come first-served basis, subject to the availability of space and technical feasibility, including industry standard interference issues.

(d) The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by the user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all users' RCRs and the owner's RCR shall at all times equal 1.00.

(e) The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described in (d) above except that the owner of the structure may assess other user's a proportionate share of the inspection costs as specified in (10) preceding, and the Telephone Company may assess the Collocator's Microwave Collocation monthly recurring charges for use of its roof space as set forth in (J) following.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(12) (Cont'd)

(f) At the time a person (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that person to obtain, at their cost and expense, an engineering analysis by a registered structural engineer, the selection of which shall be agreed upon by all users of the structure, to determine the RCR of all antennas on the structure, including the proposed antenna(s). The person proposing to attach additional antenna(s) shall provide the Telephone Company and the owner of the structure (if not the same) the revised RCRs of all users and the owner of the structure prior to attaching the proposed antenna(s) to the structure.

(g) It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

(h) When the Collocator is the owner of the structure, the proposed user shall pay the owner directly the charges set forth in (d) above. When the Telephone Company is the owner of the support structure, it shall file the one-time charges set forth in (d) above and subsequent inspection charges in its tariff on an individual case basis. In the event the Collocator-owner of the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.

(13) Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, which will constitute roof space.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(14) The Telephone Company will designate the space in, on, or above the exterior walls and roof of the serving wire center that will constitute the transmitter/receiver space. The Telephone Company may require the Collocator's transmitter/receiver equipment to be installed in a locked metal cabinet. The locked metal cabinet may be free-standing, wall-mounted, or relay rack-mounted. The Telephone Company may also enclose the Collocator's transmitter/receiver equipment.

(15) Upon request and where feasible, the Telephone Company will provide two points of entry to the serving wire center.

(16) When the Collocator occupies more than one Collocation arrangement, roof space, transmitter/receiver space, or cable vault location within the same serving wire center, the Collocator may interconnect its transmission equipment contained in such spaces. At these locations, the Collocator will be responsible for supplying, installing, and maintaining the cabling between the Collocator's different space locations using the Telephone Company designated supporting structures.

(17) The Cable Support Structure rate set forth in (J) following will apply, per cable, per linear foot.

(18) The Collocator may not provide, or make available to any third party, space within its Collocation arrangement, roof space, or transmitter/receiver space, except as provided herein.

(19) The Telephone Company reserves to itself, its successors and assigns, the right to utilize space within or on the exterior of its serving wire center(s) in such a manner that will best enable it to fulfill its own service requirements.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(B) Regulations (Cont'd)

(20) Collocator may not construct improvements or make alterations or repairs to the Collocation arrangement, transmitter/receiver space, or roof space without the prior written approval of the Telephone Company, which the Telephone Company will not unreasonably withhold.

(C) Technical Specifications

(1) The Collocator's equipment must conform to the technical specifications set forth in (2) through (6) following.

(2) The Collocator's equipment and installation of the Collocator's equipment must comply with the Network Equipment Installation Standards Information Publication (IP-72201, Issue 1A) and with the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171) as they relate to fire safety, health, environmental, and network safeguards. The Collocator must ensure that its equipment and installation activities do not act as a hindrance to the Telephone Company services or facilities. Collocator equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority. (C)(x)

(3) Collocator facilities shall be placed, maintained, relocated, or removed in accordance with the applicable requirements and specifications of the current editions of the Telephone Company's Technical Specifications for Microwave Collocation Interconnection (NIP 74171), the National Electrical Safety Code (NFPA 70 2008 Edition), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction. (T) (T)

See Section 19.1 above for additional information.

Verizon Information Publication IP 72201, Issue 1A, replaces Verizon Information Publication IP 72201 in its entirety.

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(C) Technical Specifications (Cont'd)

(4) All Collocator facilities must comply with Telcordia Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Telephone Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with the Telephone Company services or facilities.

(5) The equipment located in, on, or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with the Telcordia Network Equipment Building system (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes; Definition and Application to Telephone Central Offices (TR-NWT-000295), and the Telephone Company Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), the Telephone Company Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162) Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company services or facilities.

(6) Where a difference in specification may exist, the more stringent shall apply.

(7) The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the Collocator's equipment or facilities.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(C) Technical Specifications (Cont'd)

(8) The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).

(9) The Collocator, at its own cost, shall comply with all present and future laws, ordinances, rules, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order, or duty upon the Telephone Company or Collocator with respect to the serving wire center, whether or not arising out of the Collocator's use or manner of use.

(10) The Collocator will provide emergency access to its Collocation arrangement and transmitter/receiver space(s) at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable), and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. If conditions permit, notification of access will be provided, and the customer will have the option to be present at the time of access.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(D) Rate Regulations

(1) The Collocator is subject to nonrecurring charges and/or recurring rates for use of the Telephone Company owned space and facilities and for the provisioning of Collocator provided facilities within the serving wire center. The rates and charges for Microwave Collocation are set forth in (J) following.

(2) Recurring rates are applicable to each Microwave Collocation arrangement for the space (generally on the serving wire center roof) associated with the Telephone Company or Collocator owned antenna support structures. The rate is calculated using the Rates per Square Foot as specified in (J) following multiplied by the square footage of the foot print, which resultant is multiplied by the Collocator's relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of Collocator's antennas.

(a) Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by Collocator. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

(b) The RCR is calculated as specified in Section 19.10.4(B)(12)(d) preceding.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(E) Power

(1) The Telephone Company will supply the floor space, transmitter/receiver space, and 110V commercial AC power, heat, air-conditioning, and other environmental support, as well as work and services which support the overall operation of the serving wire center, in the same manner as it provides such support items to its own equipment within that serving wire center. (Z)

(2) The Telephone Company will not generally provide power or environmental support to the roof space. If the Telephone Company agrees in response to a specific request by the Collocator to provide power or environmental support to the roof space, the Collocator will supply all associated materials, as specified by the Telephone Company, which the Telephone Company will have installed at Collocator's cost.

(3) The Telephone Company will provide 110V commercial AC power for electrical outlets and lighting to the transmitter/receiver space. The Collocator will supply all associated materials, as specified by the Telephone Company, for the Telephone Company to bring 110V commercial AC power to the transmitter/receiver space. The Collocator will be charged the cost of installation incurred by the Telephone Company. (Z) (Z) (D) (D)

Effective February 17, 2004, -48V battery-backed DC power will no longer be provided under the terms and conditions of this tariff. (N) (N)

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(F) Provision of Space

The Telephone Company will provide space within the cable riser and cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the Collocation arrangement and to access the Telephone Company point of termination. However, Waveguide cables may not be placed in the Telephone Company cable risers or racks. The Telephone Company reserves the right to prohibit the running of Waveguide cables, metallic conduit, and coaxial cable through or near sensitive equipment areas.

(G) Provision of Service

(1) The Telephone Company will conduct a pre-construction survey for each Collocator request for a Collocation arrangement, cable space, roof space, or transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate the Collocator's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.

(a) The Telephone Company will use reasonable efforts to notify the Collocator within twenty-three (23) business days whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the Collocator as to when construction of the roof space and transmitter/receiver space may commence.

(2) The Telephone Company shall designate all spaces to be occupied by Collocator's facilities.

(3) The Telephone Company will charge the Collocator for the design and construction work associated with Microwave Collocation as set forth in (J) following.

See Section 19.1 above for additional information. (N)

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(G) Provision of Service (Cont'd)

(4) The Telephone Company is responsible for providing the Collocation arrangement, roof space, cable space, and transmitter/receiver space in accordance with the rates and regulations specified in this tariff.

(5) The Telephone Company will install and maintain the Collocator's Waveguide cables and/or coaxial cable to industry standards and to the Telephone Company's own standards for its own equipment, in consultation with the Collocator, from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the Collocator's Collocation arrangement. The route of the Waveguide cables and/or coaxial cable, as well as any protection required, will be discussed during the pre-construction survey.

(H) Request for Service

(1) The Collocator shall complete a written application for occupancy of any Collocation arrangement, cable space, roof space, or transmitter/receiver space.

(2) If the Collocator withdraws its request, the Collocator is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the Collocator.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(H) Request for Service (Cont'd)

(3) Conversion to State Arrangements (N)

The Collocator may convert a microwave collocation arrangement under this tariff to a microwave collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 and subject to (a) through (e) following. (x) (x)

(a) The microwave collocation arrangement must have been in service on February 17, 2004 or on order (i.e., a Collocation Application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(b) No later than March 18, 2004 the Collocator must notify the Telephone Company of its intent to convert its microwave collocation arrangement 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 microwave collocation arrangement, the total square footage of the microwave collocation arrangement, the order date for the microwave collocation arrangement, and the tariff or Interconnection Agreement to which it is being converted. The Collocator must also specify if any adjustment due under (d) following should be applied as a one-time credit or as an annual credit of nine (9) installments. (N)

See Section 19.1 above for additional information. (N)

(x) Filed under authority of Special Permission No. 03-105 of the Federal Communications Commission.

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(H) Request for Service (Cont'd)

(3) Conversion to State Arrangements (Cont'd) (N)

(c) The Telephone Company will convert rates and charges for the microwave collocation arrangement set forth in Section 19.10.4(J) of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003, and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the Collocator provided notification to the Telephone Company pursuant to (b) preceding. (x) (x)

(d) Eligible Collocators will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the microwave collocation arrangement assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the microwave collocation arrangement is converted. The Collocator 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 19.10.4(J)(3) following. (N)

(x) Filed under authority of Special Permission No. 03-105 of the Federal Communications Commission.

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(H) Request for Service (Cont'd)

(3) Conversion to State Arrangements (Cont'd) (N)

(e) The following activities related to the conversion of a microwave collocation arrangement 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. (N) (x) (x) (x)

(1) Convert the Collocator's service records and associated monthly billing to microwave collocation in accordance with the applicable state rates, terms, and conditions; and

(2) Convert the associated cross-connects to cross-connect services subject to state rates, terms, and conditions; and

(3) Apply either the one-time credit or first installment of the nine (9) year annual credit as requested by the Collocator pursuant to (3)(b) 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 19.10.4(J)(3)(a) and (b) following. The amounts shown for the annual credit include interest at 5.45%. (N)

See Section 19.1 above for additional information. (N)

(x) Filed under authority of Special Permission No. 03-105 of the Federal Communications Commission.

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(H) Request for Service (Cont'd)

(3) Conversion to State Arrangements (Cont'd) (N)

(e) (Cont'd) (N)

For Collocators 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 Collocator 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 Collocator, taking into account all accounts of the Collocator and all liabilities of the Collocator to the Telephone Company, the Collocator 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 microwave collocation arrangements for which the Collocator has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Collocated Interconnection under this tariff.

Payment of the annual incentive will continue to the original Collocator if the microwave collocation arrangement is disconnected or the microwave collocation arrangement is assigned to a new billing party as allowed under this tariff.

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

See Section 19.1 above for additional information. (N)

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(H) Request for Service (Cont'd)

(3) Conversion to State Arrangements (Cont'd)

(f) For Collocators who do not convert an existing microwave collocation arrangement 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. (N) (x) (x) (x) (N)

(I) Installation of Collocator Provided Facilities

(1) The Collocator will be responsible for supplying, servicing, and repairing the Waveguide cables and/or coaxial cable, which the Telephone Company will install from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to Collocator's Collocation arrangement. The Collocator is responsible to connect the Waveguide cables and/or coaxial cable to the Collocator's equipment within the Collocation arrangement and to the transmitter/receiver. In addition, the Collocator will be responsible for supplying, repairing, installing, and maintaining the following: its transmission equipment located in the Collocation arrangement; its antenna and associated equipment; and its transmitter/receiver equipment.

(2) At the option of the Telephone Company, the Collocator may also be responsible for building, owning, and maintaining the antenna tower and support structure.

(3) The Collocator will be responsible for maintaining the Waveguide cables and/or coaxial cable, which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the Waveguide cables and/or coaxial cable enters the building.

See Section 19.1 above for additional information. (N)

(x) Filed under authority of Special Permission No. 03-105 of the Federal Communications Commission.

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19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(I) Installation of Collocator Provided Facilities (Cont'd)

(4) The Collocator will provide, install, and maintain in its Collocation arrangement any repeaters, which may be necessary as a result of the physical distance between the Collocation arrangement and the serving wire center of the Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.

(5) The Collocator will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the Collocation arrangement, roof space, and transmitter/receiver space and installation of the Collocator's equipment within such spaces.

(6) The Collocator must sign the Design and Construction Work Completion Notice, indicating acceptance of the design and construction work.

(a) Access to the space will be provided to the Collocator only after execution of the Design and Construction Work Completion Notice.

(7) The Collocator must meet all the Telephone Company fire, safety, and housekeeping requirements.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(I) Installation of Collocator Provided Facilities (Cont'd)

(8) The Collocator will be responsible for accepting delivery, installation, and maintenance of its equipment.

(9) The Collocator is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. The Telephone Company or a hired agent of the Telephone Company will do all building penetration. Costs for building penetration will be paid by the Collocator. Installation intervals shall be no longer than those for other Collocation installation under applicable interconnection agreements between the Telephone Company and the Collocator or applicable rules and regulations. When the Telephone Company performs building penetration, rates and charges will be filed on an individual case basis.

(10) Any Collocator's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the Collocator.

(11) The Collocator must obtain the Telephone Company's written approval of the Collocator proposed scheduling of work prior to beginning any delivery, installation, replacement, or removal work for equipment and/or facilities located within the Collocator's Collocation arrangement, roof space, or transmitter/receiver space, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(I) Installation of Collocator Provided Facilities (Cont'd)

(12) The Collocator shall have the right to use a portion of the serving wire center and loading areas designated by the Telephone Company, if available, on a temporary basis during the Collocator's equipment installation in the Collocation arrangement, roof space, transmitter/receiver space, and other designated areas in the building. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.

(13) The Collocator is responsible for protecting the Telephone Company's equipment and serving wire center's flooring within the staging area and along the staging route.

(14) The Collocator must store equipment and materials within the Collocation arrangement when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).

(15) The Collocator or its approved vendor will have access to its Collocation arrangement, roof space, transmitter/receiver space, and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The Collocator may be escorted in areas outside its Collocation arrangement by a designated Telephone Company employee for these occasions, subject to the charges set forth in (J) following.

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

19. Collocated Interconnection Service # (Cont'd) (C)

19.10 Collocated Interconnection Service Alternatives (Cont'd)

19.10.4 Microwave Collocation (Cont'd)

(J) Rates and Charges

	Section Reference
(1) Physical Collocation	
(a) Design and Planning Fees	19.7.4(A)
(b) Cable Installation	19.7.4(B)
(c) Cable Support Structure	19.7.4(C)
(d) Reserved for Future Use	(C)
(e) Space and Facility Charge	19.7.4(I)
(f) Rates per Square Foot	19.7.2(D)
(2) Security, Escort, and Additional Labor Charges	
(a) Labor Rates	19.7.7(1)

(3) Microwave Collocation Adjustments for Conversion under Section 19.10.4(H)(3) (N)

(a) Size of Multiplexing Node	One-time Credit
- Less than or equal to 100 square feet	$14,951.00
- 101 to 200 square feet	7,441.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00

(b) Size of Multiplexing Node	Annual Credit*
- Less than or equal to 100 square feet	$ 2,106.00
- 101 to 200 square feet	1,048.00
- 201 to 300 square feet	0.00
- 301 square feet or greater	0.00

* The annual credit is payable in nine (9) installments in accordance with Section 19.4(10)(G)(5)(c) for physical collocation arrangements. The annual credit amounts include interest at 5.45%. (N)

See Section 19.1 above for additional information. (N)

ACCESS SERVICE

20. Incidental InterLATA Service

A customer ordering incidental InterLATA Service must, at a minimum, subscribe to a telephone company access service.

20.1 Miscellaneous Services

20.1.1 CCS - Gateway Access Service

(A) Service Description

CCS - Gateway Access Service provides for the interLATA transport of incidental signaling information by the Telephone Company's SS7 network and routes these messages through a shared Gateway Access Port at the Signal Transfer Point (STP) hub.

The provision of CCS - Gateway Access on an interLATA basis by the Telephone Company is limited to SS7 signaling used in connection with the provision of telephone exchange services or exchange access services by a local exchange carrier and to common carriers offering interLATA services at any location within the area in which the Telephone Company provides telephone exchange services or exchange access service.

CCS - Gateway Access Service will only be provided in the following LATAs:

New Jersey CCS Gateway - LATA 222 (Delaware Valley) for access to LATAs 220 and 222. (T)

Pennsylvania CCS Gateway - LATA 234 (Pittsburgh) for access to LATAs 226, 230, 232, and 234. (T)

Maryland CCS Gateway - LATA 238 (Baltimore) for access to LATAs 238, 240 and 242. (T)

Virginia CCS Gateway - LATA 244 (Roanoke) for access to LATAs 244, 246, 248, 250, and 252. (T)

ACCESS SERVICE

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.1 CCS - Gateway Access Service (Cont'd)

(B) Rate Regulations

The monthly recurring rate for the CCS - Gateway Access Service applies per CCSAS STP Hub Port Termination, except in those cases where a customer purchases both CCS – Gateway Access Service and standard CCSA in LATAs 222, 226, 232, 234, 238, 244, 248 and 252. CCSAS Service as specified in Section 6 preceding will apply for the dedicated connection to the STP port. (C) | | (C)

A nonrecurring rearrangement charge will apply only to existing customers who are rerouting traffic from the CCSAS STP to the CCS - Gateway Access STP hub. This nonrecurring charge will apply on a per LATA basis.

Rates and Charges

	USOC	Monthly	Nonrecurring	
CCS - Gateway Access Service - per CCSAS port*		CCBGX	$900.00	(T)
Rearrangement Charge - per LATA	PT3SH		$1,900.00	

* The monthly rate does not apply in those cases where a customer purchases both CCSA – Gateway Access Service and standard CCSA in LATAs 222, 226, 232, 234, 238, 244, 248 and 252. (N) | (N)

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service

(A) General

(1) Call Management Signaling Service ("Service" or "CMSS") provides a customer with terminating detail information and with the capability to provide instructions back to the Telephone Company regarding the forwarding or other disposition of calls terminating or attempting to terminate at a telephone line, subscribed to the Telephone Company's service, of the customer's end user. The Telephone Company will deliver this service over a secure IP (Internet Protocol) network connection using standard XML-based formatted data. (C)

(2) In every instance that a call attempts to terminate at a Telephone Company end office to a customer's end user's telephone line provisioned with the Service, Verizon will provide the customer with signaling information describing the attempted call termination and terminating detail for the call (collectively "Terminating Detail"). All Terminating Detail will be provided to a Telephone Company interface server and then made available to customers through a secure IP network connection using an XML-based data format. (C)

(3) In every instance that a customer is provided with Terminating Detail for a call, the customer will be required to respond with a valid response ("Response") within a predetermined interval described in 20.1.2(A)(5) below ("Response Interval"), as further described in the Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the Verizon FCC Short Term Notice of Network Change dated March 2007. Valid Responses include an instruction for Verizon to forward the call to a different domestic telephone number, to block the call or to permit the call to terminate to the customer's end user's line. (C) | | | (C)

(4) In the event no Response is received within the Response Interval referenced in (C) above, the Telephone Company will proceed with terminating the call to the customer's end user's line. Responses to the Telephone Company from the customer are received through a secure IP network connection and in an XML-based data format. (C)

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service (Cont'd)

(A) General (Cont'd)

(5) Two different levels of Terminating Detail are available with the Service:

(a) With Calling Name ("WCN")

If the end user line is subscribed to Terminating Detail WCN, the Terminating Detail will provide, when available, the calling party's telephone number, the calling party's name, the time of the call and the date of the call. The Response Interval (as described in 20.1.2(A)(3) in the case of an end user line subscribed to this level of Terminating Detail, is 18 seconds.

(b) Without Calling Name ("WOCN")

If the end user line is subscribed to Terminating Detail WOCN, the Terminating Detail will provide, when available, the calling party's telephone number, the time of the call and the date of the call. The Response Interval (as described in 20.1.2(A)(3)) in the case of an end user line subscribed to this level of Terminating Detail, is 4 seconds. (T)

(B) Service Availability

The Service will be provided where technical capability exists on the customer's end-user lines which are subscribed to Telephone Company service and originate from Telephone Company end offices equipped with Advanced Intelligent Network (AIN) capability. The AIN capability information can be found in the NATIONAL EXCHANGE CARRIER, INC., TARIFF F.C.C. NO. 4.

(C) Responsibilities of the Customer

(1) The customer must notify its end users to provide the Telephone Company with authorization for each line, on a per-line basis, for which the customer is seeking to receive an end-user customer's Terminating Detail information. Customer's end users must provide authorization by accessing a Telephone Company Internet web site, as follows: https://www22.verizon.com/CallMgmtSigsvc/Registration/LOAMain.aspx. The Telephone Company will reject a customer's request for CMSS if authorization from customer's end-user has not been provided prior to receipt of an order.

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service (Cont'd)

(C) Responsibilities of the Customer (Cont'd)

(2) The customer must place an order, in a manner specified by the Telephone Company, for each of its end-user's lines for which it requests Terminating Detail. As part of each order, the customer must specify if the Terminating Detail will include the calling name (WCN) or not (WOCN).

(3) In order to use CMSS, the customer will be required to have computer server equipment to exchange data in XML format over a secure IP network connection, (C)
to obtain a secure IP network connection from the (C)
customer's location, and to comply with the (T)
Telephone Company's security/network integrity and data exchange requirements. Detailed information about the XML-based data interchange, such as data fields and valid values can be found in the
Technical Memorandum for Incidental InterLATA Call (C)
Management Signaling Service associated with the |
Verizon FCC Short Term Notice of Network Change |
dated March 2007. To use this Service, the Customer |
must procure either a secure IP network connection |
using the Internet or a secure dedicated IP network |
connection. Either option selected must support (C)
Secure Socket Layer (SSL) communication, using 128-bit encryption, and the customer's server must be (T)
equipped with a valid SSL certificate for authentication. Customers will be required to complete interoperability/network integrity testing, and to submit to a security review by the Telephone Company, prior to turn up. The Telephone Company may implement transaction management procedures when experiencing excessive volume traffic or other adverse conditions. Additional details about the Telephone Company's security/network integrity
requirements can be found in the Technical (C)
Memorandum for Incidental InterLATA Call Management |
Signaling Service associated with the Verizon FCC |
Short Term Notice of Network Change dated March |
2007. (C)

Certain material formerly appearing on this page now appears on Original Page 20-5.1.

ACCESS SERVICE

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service (Cont'd)

(D) Rate Regulations (M)

(1) Charges for CMSS are applied on a per call signal basis, where a "call signal" refers to an instance of Terminating Detail provided to the customer for a call terminating or attempting to terminate at the customer's end user's telephone line. (M)

Material now appearing on this page formerly appeared on 1st Revised Page 20-5.

ACCESS SERVICE

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service (Cont'd)

(D) Rate Regulations (Cont'd)

(3) Minimum Monthly Billing (C)

(a) A minimum of one (1) million call signals per month will be billed to customers who subscribe to CMSS. CMSS provided to a customer under this tariff, together with CMSS provided to such customer by the Telephone Company or one of its affiliated telephone companies under Tariff FCC Nos. 11, 14 and 16, shall be referred to as "Covered CMSS." The number of call signals in a month provided by the Telephone Company to the customer under any Covered CMSS shall be referred to as "Total Monthly CMSS Call Signals." (x)

(b) In any month when the number of Total Monthly CMSS Call Signals is less than 1 million, and provided more than twelve (12) months have passed since the customer first subscribed to any Covered CMSS, the customer will be billed for the difference ("Shortfall") between the actual call signals provided to the customer under any Covered CMSS ("Actual Monthly Call Signals") and the minimum of one (1) million call signals, as follows:

(i) if at any time during the applicable month, the customer is subscribed to Covered CMSS at only the Terminating Detail WCN level and more than twelve (12) months have passed since the customer first subscribed to Covered CMSS at the Terminating Detail WCN level, then the per call signal rate element applied to the Shortfall will be the rate element for the Terminating Detail WCN level of CMSS, as set forth below;

(ii) if at any time during the applicable month, the customer is subscribed to Covered CMSS only at the Terminating Detail WOCN level, and more than twelve (12) months have passed since the customer first subscribed to Covered CMSS, then the per call signal rate element applied to the Shortfall will be the rate element for Terminating Detail WOCN level of CMSS set forth below; (C)

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20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.2 Call Management Signaling Service (Cont'd)

(D) Rate Regulations (Cont'd)

(3) Minimum Monthly Billing (Cont'd)

(iii) if at any time during the applicable month, the customer is subscribed to Covered CMSS at a combination of Terminating Detail WCN and Terminating Detail WOCN levels, and twelve (12) months have passed since the customer first subscribed to any Covered CMSS, then the per call signal rate element applied to the Shortfall will be the rate element for Terminating Detail WOCN level of CMSS set forth below.

(E) Rates and Charges

Terminating Detail, Per Call Signal		
- WCN	$.014	(R)
- WOCN	.010	

ACCESS SERVICE

20. Incidental InterLATA Service (Cont'd)

20.1 Miscellaneous Services (Cont'd)

20.1.3 InterLATA CCS (N)

InterLATA CCS provides for the interLATA transport of incidental signaling information by the Telephone Company's SS7 network. These messages are routed through an STP pair in one LATA to end offices and access tandems in another LATA where there are no STP pairs.

In the operating territory of Verizon New Jersey Inc., there are no STP pairs deployed in LATA 220. This LATA is served by the STP pair in LATA 222 (Delaware Valley).

In the operating territory of Verizon Pennsylvania LLC, there are no STP pairs deployed in LATA 230. This LATA is served by the STP pair in LATA 234 (Pittsburgh).

In the operating territory of Verizon Maryland LLC, there are no STP pairs deployed in LATAs 240 and 242. These LATAs are served by the STP pair in LATA 238 (Baltimore).

In the operating territory of Verizon Virginia LLC, there are no STP pairs deployed in LATAs 246 and 250. LATA 246 is served by the STP pair in LATA 248 (Richmond) and LATA 250 is served by the STP pair in LATA 244 (Roanoke).

The customer must purchase its CCSA STP Links from within the same LATA as the Telephone Company STP pair. The terms and conditions, rates and charges applicable to CCSA in other sections of this tariff continue to apply. (N)

ACCESS SERVICE

21. Contract Tariffs

This section contains terms and conditions and rates and charges for contract tariffs provided by the Telephone Company. Individual contract tariffs are filed in 21.2 following.

21.1 General

Contract tariffs apply in Metropolitan Statistical Areas (MSAs) which are eligible for Phase I and Phase II Pricing Flexibility. MSAs that are eligible for Phase II Pricing Flexibility are further subject to Level 1 and Level 2 MSA pricing. Telephone Company Phase II MSAs and Level 1 and 2 pricing eligibility within the operating territories of The Verizon Telephone Companies are set forth in this Tariff F.C.C. No. 1, Section 14.7; Tariff F.C.C. No. 11, Section 15.3; and Tariff F.C.C. No. 14, Section 19.1.

Each contract tariff includes a serving area that is comprised of one or more MSAs within the operating territories of one or more Verizon Operating Telephone Companies. This tariff provides for service within the operating companies of Verizon Pennsylvania LLC, Verizon Delaware LLC, Verizon Maryland LLC, Verizon Virginia LLC, Verizon Washington, D.C. Inc., and Verizon New Jersey Inc. whose operating territories are specified in Sections 14.1 - 14.3 preceding. The remaining Verizon Operating Telephone Companies participate in either Tariff F.C.C. No. 11, No. 14, and/or No. 20 as shown below. These tariffs also specify the operating territories of each company.

When the serving area for a contract tariff encompasses more than one Verizon Operating Telephone Company, that contract aggregates services, rates and charges, incentives and other contract-specific terms and conditions for MSAs within all of the Verizon Operating Telephone Companies participating in that contract. The Verizon Operating Telephone Companies and tariffs which contain MSAs are:

Tariff F.C.C. No. 1	Tariff F.C.C. No. 14	
Verizon Delaware LLC		(D)
Verizon Maryland LLC		(D)
Verizon New Jersey Inc.	Verizon North LLC	
Verizon Pennsylvania LLC	Verizon South Inc.	
Verizon Virginia LLC		(D)
Verizon Washington, DC Inc.		

Tariff F.C.C. No. 11
Verizon New England Inc.
Verizon New York Inc.

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21. Contract Tariffs (Cont'd)

21.1 General (Cont'd)

Tariff F.C.C. No. 20

(D)

Verizon Delaware LLC	Verizon Pennsylvania LLC	
	Verizon South Inc.	(D)
Verizon Maryland LLC		(D)
Verizon New England Inc.	Verizon Virginia LLC	
Verizon New York Inc.	Verizon Washington, DC Inc.	
Verizon North LLC		

Contract Tariffs are subject to the regulations specified in all other sections of the applicable Telephone Company interstate tariff(s), unless otherwise specified.

ACCESS SERVICE

21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1

(A) Scope

(1) Contract Tariff Option 1 is offered for a period of 36 months. The contract effective date will be the first day of the month following subscription to Contract Tariff Option 1.

(2) The regulations, terms, conditions and incentives provided in this Section 21.2 apply to customers who subscribe to Contract Tariff Option 1 in the Metropolitan Statistical Areas (MSAs) specified in (C) following.

(3) A customer may subscribe to Contract Tariff Option 1 within thirty (30) days following the effective date of this option.

(B) Contract Term and Renewal Options

(1) The contract term under Option 1 is 36 months. At the end of the contract term, the incentives provided in (G) following shall be discontinued.

(2) To subscribe to Contract Tariff Option 1, the customer must provide the Telephone Company with a written order, signed by an authorized representative of the customer, that specifies the date for this Contract Tariff Option to commence, and the Access Customer Name Abbreviations (ACNAs) within the serving area of the contract. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.2 Contract Tariff Option 1 (Cont'd)

(C) Serving Area for Contract Tariff Option 1

The serving area of Contract Tariff Option 1 is comprised of the following Telephone Company MSAs.

Metropolitan statistical Area	Pricing Status
Albany-Schenectady-Troy NY	Level 1
Allentown-Bethlehem-Eastern NY	Level 1
Altoona PA	Level 1
Baltimore MD	Level 1
Binghamton NY	Level 1
Buffalo-Niagara Falls NY	Level 1
Burlington VT	Level 1
Charlestown WV	Level 2
Elmira NY	Level 1
Hagerstown MD	Level 2
Harrisburg-Lebanon-Carlisle PA	Level 1
Huntington-Ashland WV-KY-OH	Level 1
Lancaster PA	Level 1
Lynchburg VA	Level 1
Manchester NH	Level 1
New York NY	Level 1
Newport News-Hampton VA	Level 1
No MSA Delaware	Level 2
No MSA Vermont	Level 1
Norfolk-Virginia Beach-Portsmouth	Level 2
Parkersburg-Marietta WV-OH	Level 2
Philadelphia PA-NJ	Level 1
Pittsburgh PA	Level 1

(N) (X)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(C) Serving Area for Contract Tariff Option 1 (Cont'd) (X)

Metropolitan statistical Area	Pricing Status
Portland ME	Level 1
Portsmouth-Rochester NH-ME	Level 1
Providence-Warwick RI-MA	Level 1
Reading PA	Level 2
Richmond VA	Level 1
Roanoke VA	Level 2
Scranton-Wilkes-Barre-Hazelton PA	Level 1
Springfield MA	Level 1
State College PA	Level 1
Syracuse NY	Level 1
Vineland-Millvile-Bridgeton NJ	Level 2
Washington DC-MD-VA-WV	Level 1
Williamsport PA	Level 2
Wilmington-Newark DE-MD	Level 1
Dallas-Fort Worth TX	Level 1
Sarasota FL	Level 1
Tampa-St.Petersburg FL	Level 1

The above Telephone Company MSAs are in effect as of the effective date of this Contract Tariff. Any additions of, or changes to, Telephone Company MSAs (including changes to Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of Tariff F.C.C. No. 11 and Section 19.1 of Tariff F.C.C. No. 14) that occur after the effective date of this Contract Tariff do not apply. (N) (X)

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ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.2 Contract Tariff Option 1 (Cont'd)

(D) Description of Services

This Contract Tariff shall include revenues for any of the following services which are subject to Level 1 and Level 2 pricing flexibility (as described in Section 14.7 preceding of this tariff, Section 15.3 of Tariff F.C.C. No. 11 and Section 19.1 of Tariff F.C.C. No. 14) as of the date of subscription to this Contract Tariff Option 1. These revenues will be used to calculate the customer's annual minimum billed revenue as specified in (E) following. Rates and charges for these services are set forth in the applicable tariff for the MSA in which these services are provided.

Services Provided in Tariff F.C.C. No. 1

Channel Extension Service
Digital Data Service (DDS)
Facilities Management Service (FMS)
High Capacity DS1 and DS3
IntelliLight Broadband Transport (IBT)
Verizon Dedicated SONET Ring (DSR)
IntelliLight Entrance Facility (IEF)
IntelliLight Shared Assurance Network (ISAN)
IntelliLight Shared Dual Path (ISDP)
IntelliLight Shared Single Path (ISSP)
IntelliMux
LAN Extension Service (LES)
Metallic
Program Audio
Telegraph
Video
Voice Grade
WATS Access Line

(D)
(D)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.2 Contract Tariff Option 1 (Cont'd)

(D) Description of Services (Cont'd)

Services Provided in Tariff F.C.C. No. 11

Metallic Service
Telegraph Service
Voice Grade Service
WATS Access Line
Program Audio Service
Video and Advanced Video Services
Digital Data Service
High Capacity DS1 and DS3
DIGIPATH digital service II

(D)

NYNEX Enterprise Service
NYNEX Enterprise Network Reconfiguration Service
Verizon Dedicated SONET Ring (Special Access Services only)
IntelliLight Entrance Facility (Special Access Services only)
IntelliLight Shared Assurance Network
IntelliLight Shared Single Path (Special Access Services only)
IntelliLight Broadband Transport
Enterprise SONET Services
Facility Management Service (Special Access Services only)
Channel Extension Service

Services Provided in Tariff F.C.C. No. 14

Voice Grade
Program Audio
Digital Data
High Capacity DS1
High Capacity DS3
High Voltage Protection
Clear Channel Capability

(D)

Optical Networking

ACCESS SERVICE

21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(E) Minimum Revenues for Combined MSAs

(1) Minimum Billed Revenue

This Contract Tariff includes a minimum billed revenue which is the combined revenue associated with all services specified in (D) preceding for the combined MSAs set forth in (C) preceding. Minimum billed revenues under this Contract Tariff include only monthly recurring revenues for the services specified in (D) preceding, adjusted to reflect any credits or discounts given under existing pricing plans (i.e., Service Discount Plan or Commitment Discount Plan), if applicable, for the services provided during the contract term. Minimum billed revenues do not include revenue from nonrecurring charges, taxes (e.g., State, Local or Federal), service fees (e.g., interest penalty), any other charges which are not applied on a recurring monthly basis, or any other billed amount for which payment is being withheld by the customer.

The customer must achieve the annual minimum billed revenue specified in (J) following as determined on the anniversary date of the customer's subscription to the service under this Contract Tariff in order to be eligible for the Annual Incentive.

If the customer does not achieve the annual minimum billed revenue for a year of the contract term, the customer will not receive for such year the Annual Incentive as described in (G)(1) following.

(2) Product Suite Minimum Revenues

This Contract Tariff includes a product suite and product suite total annual minimum revenue as specified in (J) following.

The customer must achieve the product suite total annual revenue as determined on the anniversary date of the customer's subscription to the service under this Contract Tariff to be eligible for a Product Suite Annual Incentive. If the customer does not achieve the product suite total annual revenue for a year of the contract term, the customer will not receive for such year the Product Suite Annual Incentive as described in (G)(2) following. (N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(F) Rates and Charges

The rates and charges for services subject to this Contract Tariff are set forth in The Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7; Tariff F.C.C. No. 11, Section 30; and Tariff F.C.C. No. 14, Sections 5 and 20. The Telephone Company reserves the right to change the rates and charges for services included in the aforementioned tariffs of the Verizon Telephone Companies. Such changes shall not result in modification of Annual Minimum Billed Revenue targets specified in section (J) following. (X) (X)

(G) Contract Tariff Option 1 Incentives

The incentives offered under this Contract Tariff are provided annually and are based on the customer achieving the annual minimum billed revenue and the product suite total annual minimum revenues as specified in (J) following. Minimum revenues for combined MSAs are subject to the regulations set forth in (E) preceding.

There are two levels of incentives: 1) Annual Incentive and 2) Product Suite Annual Incentive. These incentives are described as follows.

(1) Annual Incentive

An Annual Incentive will be applied when customer revenues for eligible services and markets in each contract year exceed the annual minimum-billed revenue. The annual incentive is comprised of two components, fixed and variable. The variable component will be applied to the incremental revenue that exceeds the annual minimum billed revenue for each year of the customer's contract term. The fixed component will be applied in the first plan year when the annual minimum billed revenue is achieved. The Annual Incentive is creditied to the customer's account in quarterly installments payable within forty-five (45) days of the close of each quarter of the contract term, beginning with the close of the first quarter (i.e., first three months) following subscription to this Contract Tariff Option 1. For each contract term year, the first three quarterly installments of the Annual Incentive will be credited on a pro rata basis. The fixed component will be credited to the customer's account in three equal installments within 45 days of the close of the first three quarters of the contract term. (N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(G) Contract Tariff Option 1 Incentives (Cont'd)

(1) Annual Incentive (Cont'd)

For the last quarter of the contract term year, the Telephone Company will true-up the customer's Annual Incentive using the actual billed revenue for that contract term year, less the pro rata amounts, and fixed component, credited for the previous three calendar quarters. The true-up may result in an additional credit due to the customer or in a charge-up to the customer if the Company credited more Annual Incentive than the customer was entitled to receive. Failure to achieve the minimum billed revenue for the contract term year will result in suspension of future quarterly installments being creditied. However, the customer will still be eligible for the Annual Incentive in the remaining contract term years.

The annual minimum billed revenue and the annual incentive percentages for this Contract Tariff are specified in (J) following.

(2) Product Suite Incentive

The product suite annual incentive applies if the customer first qualifies for the Annual Incentive at the end of the contract term year and also achieves the product suite total annual minimum revenues at the end of the contract term year. The product suite annual incentive is equal to the same incentive dollar amount the customer is credited for the Annual Incentive as described in (1) preceding multiplied by the Product Suite Multiplier as specified in (J) following.

The customer will receive the Product Suite Annual Incentive each contract term year within forty-five days following the anniversary date of the customer's subscription to the service under this Contract Tariff.

(N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(G) Contract Tariff Option 1 Incentives (Cont'd)

(2) Product Suite Incentive (Cont'd)

Should the customer achieve any Product Suite Annual Incentive level during any of the first three quarters of the contract term year, the Product Suite Multiplier for the level achieved will be applied to all Annual Incentive installments credited for the plan year to date in order to determine the product suite annual incentive. For the last quarter of the contract term year, the Telephone Company will true-up the customer's Product Suite Incentive using the actual billed revenue for that contract term year, less the Product Suite Incentive amounts credited for the previous three calendar quarters. The true-up may result in an additional credit due to the customer or in a charge-up to the customer if the Company credited more Product Suite Incentive than the customer was entitled to receive.

The customer will not receive the product suite annual incentive in any year of the contract term in which the customer fails to achieve the Annual Minimum Billed Revenue and the product suite total annual revenue.

The customer’s product suite for Contract Tariff Option 1 consists of the DS3 level services specified in (D) preceding. The product suite total annual minimum revenues are provided in (J) following. (N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(H) Restrictions

Unless otherwise permitted under another contract tariff option in this Section 21, a customer may not concurrently subscribe to any other contract tariff option in the MSAs specified in (C) preceding and for the services specified in (D) preceding.

A customer may cancel this contract at any time, however, the customer may not subscribe to any other contract tariff option for the MSAs specified in (C) preceding and for the services specified in (D) preceding for a period of 6 months following the cancellation.

(I) Mergers and Acquisitions

In the event the customer merges with another company, acquires another company or a portion of the business of another company, or is acquired by another company; the following regulations will apply:

- The customer may not combine revenues eligible for incentives provided by this Contract Tariff with revenues from the merged or acquired company or assets for the purpose of obtaining the incentives provided under this Contract Tariff.

- The customer may continue subscribing to this Contract Tariff for the duration of the contract term based on its business with the Verizon Telephone Companies as of the beginning of its subscription to this Contract Tariff, without adding the revenues attributable to expansion of the customer's purchase of services from the Telephone Company though merger or acquisition action.

- The Telephone Company reserves right to terminate the customer's subscription to this Contract Tariff if the customer does not adhere to the provisions herein.

(N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(J) Annual Revenue and Product Suite Annual Incentives

(1) Annual Revenue and Annual Minimum Billed Revenues

The Annual Incentive is comprised of two componeents, fixed and variable. The annual minimum billed revenue and corresponding annual incentive levels for each contract term year are shown below. The customer must achieve the year's minimum billed revenue in order to receive any component of the annual incentive. For example, if the customer achieved revenue of $340,000,000 at the end of the first year's contract term, the annual incentive for the first year would be $9,200,000 {i.e., ($3,800,000 + ($325,000,000 - $301,000,000) x 10% + ($340,000,000 - $325,000,000) x 20%}.

Annual Minimum Billed Revenue

Year 1	Year 2	Year 3
$301,000,000	$346,000,000	$386,000,000

Annual Incentive Component Values

Fixed	$3,800,000	$0	$0
Variable 1	10%	15%	15%
Variable 2	20%	30%	30%

Actual Billed Annual Revenue Incentive

Variable 1	>$301,000,000 up to $325,000,000	>$346,000,000 up to $378,000,000	>$386,000,000 up to $426,000,000
Variable 2	$325,000,000	>$378,000,000	$426,000,000

(N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(J) Annual Revenue and Product Suite Annual Incentives (Cont'd)

(2) Product Suite and Product Suite Annual Minimum Billed Revenues

The product suite, product suite annual minimum billed revenues, and Product Suite Multiplier for each contract term year are shown below. The customer must achieve the year's Annual Minimum Billed Revenue as well as the product suite annual minimum billed revenue in order to receive the annual product suite incentive which is equivalent to the amount the customer recieved for the annual incentive as specified in (1) preceding multiplied by the Product Suite Multiplier. For example, if the customer achieved revenues of $340,000,000 as used in the example under (1), above, and also achieved product suite annual billed revenues of $135,500,000 at the end of the first year's contract term, the product suite annual incentive for the first year would be $7,360,000 (i.e., $9,200,000 (an amount equal to the annual incentive in (1) preceding) x .80).

Product Suite Annual Minimum Billed Revenue- Year 1

Product Suite DS3 Services	Year 1 ($)	Product Suite Multiplier
Level 6	>137,000,000	1.00
Level 5	136,000,000 - 136,999,999	0.90
Level 4	135,000,000 - 135,999,999	0.80
Level 3	134,000,000 - 134,999,999	0.60
Level 2	133,000,000 - 133,999,999	0.30
Level 1	132,000,000 - 132,999,999	0.10
Level 0	<132,000,000	0

(N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(J)(2) Cont'd

Product Suite Annual Minimum Billed Revenue - Year 2

Product Suite DS3 Services	Year 2 ($)	Product Suite Multiplier
Level 6	>165,000,000	1.00
Level 5	164,000,000 - 164,999,999	0.90
Level 4	163,000,000 - 163,999,999	0.80
Level 3	162,000,000 - 162,999,999	0.60
Level 2	161,000,000 - 161,999,999	0.30
Level 1	160,000,000 - 160,999,999	0.10
Level 0	<168,000,000	0

Product Suite Annual Minimum Billed Revenue - Year 3

Product Suite DS3 Services	Year 2 ($)	Product Suite Multiplier
Level 6	>191,000,000	1.00
Level 5	190,000,000 - 190,999,999	0.90
Level 4	189,000,000 - 189,999,999	0.80
Level 3	188,000,000 - 188,999,999	0.60
Level 2	187,000,000 - 187,999,999	0.30
Level 1	186,000,000 - 186,999,999	0.10
Level 0	<186,000,000	0

(N)

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21. Contract Tariffs (Cont'd) (N)

21.2 Contract Tariff Option 1 (Cont'd)

(K) Customer Desired Due Date (CDDD) Reports

A customer who subscribes to Contract Tariff Option 1 may choose to receive monthly reports that set out the Telephone Company's results in provisioning the services set out in this paragraph, measured on a Customer Desired Due Date (CDDD) basis. The Telephone Company will provide these reports for the first twelve months of customer's subscription to this Contract Tariff. The reports will be available in subsequent years only if the customer has met the annual minimum billed revenue voulme specified in (J) for the previous year. For Telelphone Companies under Tariff FCC No 14, the reports will cover all DS3, DS1, and DS0 special access services. For the remaining Telephone Coompanies, one set of reports will cover DS1 and DS3 special access services, excluding those orders 1.) where an interval less than nine business days is requested, or 2.) where orders have been queried back to the customer and the amended order has not been changed to reflect an interval of nine business days or more. All interval calculations for this first set of reports will be measured from the receipt of a clean ASR. These reports will begin with results for April, 2002. A second set of reports for the same remaining Telephone Companies will be identical except thay will not include the exclusions mentioned above. Separate reports will be provided for the grouping of Telephone Companies under each of the three tariffs noted above, and will cover provisioning for the specified services for the entire area served by those Telephone Companies. In addition, within ten days of customer's request for the reports described in this paragraph, the Telephone Company will provide the customer with monthly projections, and the reports will also measure results against the projections. The reports will be provided to measure the Telephone Company's performance, and there are no liabilities, financial or otherwise, assoiated with the results of these metrics. (X) (X) (X) (X) (N)

(X) Filed under authority of Special Permission 02-31 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (N)

The IntelliLight East Renewal Plan (East Plan/Option 2) provides for the application of a discount to the qualifying monthly recurring rates on (1) IntelliLight month-to-month billed services that are converted to an East Plan under this Section 21.3 or (2) existing IntelliLight Service term plans that are renewed as East Plans under this Section 21.3.

21.3.1 IntelliLight East Renewal Plan Eligibility

(A) To be eligible for this Plan, the customer must have minimum total billed annual access revenues for calendar year 2001 of $45,000,000.00 or greater for all of its IntelliLight services listed in (C) following within all of the operating territories of this tariff and of The Verizon Telephone Companies Tariff (X)
F.C.C. No. 11. The customer must also maintain a minimum total (X)
billed annual access revenue for calendar year 2003 and for calendar year 2004 of $40,000,000.00 or greater for all of its IntelliLight services listed in (D) following within all of the operating territories of this tariff and of the Verizon (X)
Telephone Companies Tariff F.C.C. No. 11. Total billed annual (X)
access revenues are determined using IntelliLight Services billed at price band rates and at all other rates. Failure to maintain the annual minimum revenue volume will result in termination of the customer's East Plan.

(B) Beginning with the effective date of this tariff and ending December 31, 2003, each month-to-month billed service that is converted to an East Plan and each existing term plan that is renewed as an East Plan will be subject to the terms and conditions set forth in this Section 21.3. For conversion of a month-to-month billed service or renewal of an existing term plan, the service must have been billable as of September 30, 2002. For purposes of this regulation, a billable service is defined as a service that received a monthly bill for all or part of the September 2002 bill period.

To subscribe to Contract Tariff Option 2, the customer must provide the Telephone Company with a written order, signed by an authorized representative of the customer, that specifies the date for this Contract Tariff Option to commence, and the Access Customer Name Abbreviations (ACNAs) within the serving area of the contract.

A customer subscribing to Contract Tariff Option 2 may concurrently subscribe to Contract Tariff Option 1, regardless of any restrictions to the contrary that may appear in Contract Tariff Option 1. (N)

(X) Filed under authority of Special Permission No. 02-142 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.1 IntelliLight East Renewal Plan Eligibility (Cont'd)

(C) Serving Area for Contract Tariff Option 2

The serving area of Contract Tariff Option 2 is comprised of the following Telephone Company MSAs.

Metropolitan statistical Area	Pricing Status
Albany-Schenectady-Troy NY	Level 1
Allentown-Bethlehem-Eastern NY	Level 1
Altoona PA	Level 1
Baltimore MD	Level 1
Binghamton NY	Level 2
Buffalo-Niagara Falls NY	Level 1
Burlington VT	Level 1
Charlestown WV	Level 2
Elmira NY	Level 1
Hagerstown MD	Level 2
Harrisburg-Lebanon-Carlisle PA	Level 2
Huntington-Ashland WV-KY-OH	Level 2
Lancaster PA	Level 2
Lynchburg VA	Level 1
Manchester NH	Level 1
New York NY	Level 1
Newport News-Hampton VA	Level 1
No MSA Delaware	Level 2
No MSA Vermont	Level 1
Norfolk-Virginia Beach-Portsmouth	Level 2
Parkersburg-Marietta WV-OH	Level 2
Philadelphia PA-NJ	Level 1
Pittsburgh PA	Level 2

(N) (X)

(X) Filed under authority of Special Permission 02-142 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd) (N)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.1 IntelliLight East Renewal Plan Eligibility (Cont'd)

(C) Serving Area for Contract Tariff Option 2 (Cont'd)

Metropolitan statistical Area	Pricing Status
Portland ME	Level 1
Portsmouth-Rochester NH-ME	Level 1
Providence-Warwick RI-MA	Level 1
Reading PA	Level 2
Richmond VA	Level 2
Roanoke VA	Level 2
Scranton-Wilkes-Barre-Hazelton PA	Level 2
Springfield MA	Level 1
State College PA	Level 2
Syracuse NY	Level 1
Vineland-Millvile-Bridgeton NJ	Level 2
Washington DC-MD-VA-WV	Level 1
Williamsport PA	Level 2
Wilmington-Newark DE-MD	Level 2

(X)

The above Telephone Company MSAs are in effect as of the effective date of this Contract Tariff. Any additions of or changes to Telephone Company MSAs (including changes to Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff and Section 15.3 of Tariff F.C.C. No. 11) that occur after the effective date of this Contract Tariff do not apply. (N) (X)

(X) Filed under authority of Special Permission 02-142 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.1 IntelliLight East Renewal Plan Eligibility (Cont'd)

(D) The following Special Access IntelliLight Services are eligible for conversion or renewal to an East Plan:

Service	Service Reference in F.C.C. No. 1	Service Reference in F.C.C. No. 11	
IntelliLight Broadband Transport	8.2	26.1.5	
Verizon Dedicated SONET Ring	23.1	34.1	(T)
IntelliLight Entrance Facility	7.2.15	26.1.4	
IntelliLight Shared Dual Path	7.2.14(C)(2)	Not Offered	
IntelliLight Shared Single Path	8.3	26.1.6	

(E) When establishing an East Plan, the customer must specify the term commitment period from those offered in 21.3.2(A) following for the specific type of service involved.

Nonrecurring charges and termination liabilities under tariff provisions applicable to customer's current subscription to the services that are converted are not applicable to services converted to an East Plan or to services under a term plan that are renewed as an East Plan. Restrictions in other tariff provisions concerning cancellation and/or eligibility for other discount programs are not applicable to a transfer to the East Renewal Plan.

(F) With the exception of converting a month-to-month billed service to an East Plan or renewal of an existing term plan to an East Plan, no other changes may be made to the physical characteristics of the service (e.g., no change of speed, type or capacity).

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions

(A) Term Commitment Periods

The customer must select a term commitment period based on the following options.

	East Plan Term Commitment Periods				
Service	2 Year	3 Year	5 Year	7 Year	
IntelliLight Broadband Transport		X	X		
Verizon Dedicated SONET Ring		X	X	X	(T)
IntelliLight Entrance Facility		X	X		
IntelliLight Shared Dual Path (Available under FCC 1 only)	X	X	X		
IntelliLight Shared Single Path		X	X		

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(B) The rate elements that are included in an East Plan are the recurring rate elements specified below for each type of service:

IntelliLight Broadband Transport Rate Elements
- Terminations, Mileage and Ports

Verizon Dedicated SONET Ring Rate Elements (T)
- Nodes, Mileage and Ports

IntelliLight Entrance Facility Rate Elements
- Terminations and Interfaces

IntelliLight Shared Dual Path Rate Elements
- ISDP Terminations and Standby Mileage

IntelliLight Shared Single Path Rate Elements
- Channel Terminations, Channel Mileage and Optional Features and Functions

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(C) Except as set forth in this Section 21.3, the terms and conditions for each individual service term plan apply as set forth in the following sections:

Service	Term Plan Reference in F.C.C. No. 1	Term Plan Reference in F.C.C. No. 11	
IntelliLight Broadband Transport	8.2(C)	26.1.5	
Verizon Dedicated SONET Ring	23.1	34.1	(T)
IntelliLight Entrance Facility	7.2.15(D)	26.1.4(D)&(E)	
IntelliLight Shared Dual Path	7.2.14(C)(2)(a)	Not Offered	
IntelliLight Shared Single Path	8.3(C)	26.1.6(C)&(D)	

(D) The following terms and conditions apply in addition to, or in lieu of, the terms and conditions that apply under the term plan for the specific type of service involved.

(1) Under the East Plan, the customer will receive a discount of twenty-one and one half percent (21.5%) applied to the qualifying monthly recurring rates and charges for the type and duration of service involved which is provided within the MSAs set forth in (C) preceding. Service under an East Plan is not eligible for additional discount under any other sections of this tariff. Customers that are in an existing East Plan will not be subject to Telephone Company initiated rate increases or rate decreases. In the event that the Telephone Company initiates a change to the monthly recurring rates and charges for a service under the East Plan, the Telephone Company will file a schedule of vintage rates and charges in 21.3.2(E) for customers in existing East Plans.

For term commitment periods of twenty-four (24) months, the discount will be calculated for the entire term commitment period using the rates in effect on the day that the East Plan was established/renewed and applied to the customer's bill as a lump sum credit no later than the first bill period following the date of conversion or renewal to the East Plan.

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd) (N)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(D) (Cont'd).

(1) (Cont'd)

For term commitment periods in excess of twenty-four months, the discount for the first twenty-four (24) months of the term commitment period will be calculated using the rates in effect on the day that the term plan is established/renewed and applied to the customer's bill as a lump sum adjustment no later than the first bill period following the date of conversion or renewal to an East Plan. No further discount, other than the discount inherent in the term plan prices, will be applied during the initial 24 months' billing of the term commitment period.

Beginning on month twenty-five (25) and continuing through the end of the term commitment period, the discount will be applied as a monthly adjustment to the customer's bill.

(2) No later than December 31, 2003, the customer may, at its option, renew its initial East Plan to a new East Plan of the same or of a different commitment period. No adjustment will be made to the rates billed for the months prior to the date of renewal or to the lump sum adjustment already applied. The customer will pay the tariff rates in effect commencing with the renewal date. The application of the monthly discount starting on the twenty-fifth month will be based on the start date of the initial East Plan commitment. The discount will be applied to the monthly rates of the plan in effect at the twenty-fifth month.

After December 31, 2003, the customer may, at its option renew the term commitment period of a service under the East Plan to the terms and conditions of the standard term plan (i.e., the non-East Plan) for the service involved. Upon renewal to a non-East Plan, such service will no longer be subject to the terms and conditions or discounts provided under this Section 21.3. (N)

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd) (N)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(D) (Cont'd).

(3) Additional services or rate elements may be added during the term commitment period subject to the terms and conditions set forth for service additions in the standard term plan for the service and will not be subject to the discount applied under an East Plan.

(4) Upon completion of the East Plan term commitment period, the customer has the following options.

(a) Continue with the service at the non-East Plan rates in effect with the application of the 21.5% discount. The customer must provide the Telephone Company with written notice prior to subsequent disconnection of the service.

(b) Disconnect the service.

In all cases, the 21.5% discount will cease upon disconnection of the service or renewal of the expiring East Plan to the standard term plan for the type of service involved. (N)

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(D) (Cont'd)

(5) Except as set forth in (a) and (b) following, termination liability applies in accordance with the terms and conditions set forth in the following sections for the specific type of service involved.

Service	Term Plan Reference in F.C.C. No. 1	Term Plan Reference in F.C.C. No. 11	
IntelliLight Broadband Transport	8.2(C)(1)	26.1.5(C)	
Verizon Dedicated SONET Ring	23.1	34.1	(T)
IntelliLight Entrance Facility	7.2.15(E)	26.1.4(E)	
IntelliLight Shared Dual Path	7.2.14(C)(2)(a)	Not Offered	
IntelliLight Shared Single Path	8.3(D)	26.1.6(D)	

(a) In the event that service under an East Plan is disconnected within the first 24 months of the term commitment period, or the customer cancels its East Plan within the first 24 months of the term commitment period, the customer will be billed the pro-rated portion of the lump sum adjustment from the date of disconnection or cancellation through the balance of the initial 24 months of the term commitment period. The billed pro-rated portion of the lump sum adjustment is in addition to any termination liability that may be applied under the terms and conditions set forth for the specific type of service involved.

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd)

(N)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(D) (Cont'd)

(5) (Cont'd)

(b) For purposes of assessing termination liability under this East Plan, the Telephone Company will grant time-in-service credit (TISC) on a per rate element basis for all rate elements for which termination liability applies (as set out in this section) for the period of time that the service was in effect prior to the date that its current East Plan was established when the customer's end user disconnects service under the East Plan. The customer will provide to the Telephone Company written documentation once per month, no later than the date of issuance of the Access Order and 30 days prior to the date of disconnection, that certifies that the discontinuance of the service was the result of a disconnection order from the customer's end user. TISC will not be granted when service is disconnected (even if at the request of the customer's end user) in order to rearrange the service on to the customer's own network or on to the network of another service provider. The monthly certification will contain, where necessary, specific exceptions to detail those cases where service is disconnected in order to rearrange service on to the customer's own network or on to the network of another service provider.

When the conditions above are met, TISC will be granted as follows. For month-to-month billed service that was converted to an East Plan, the amount of TISC is equal to the number of months the service was in place and may not exceed a period of twelve months. For renewal of an existing term plan to an East Plan, the amount of TISC is equal to the number of months the original term plan was in effect prior to conversion to the East Plan. If a second renewal occurred under (D)(2) preceding, the amount of TISC is equal to the number of months the original term plan was in effect prior to conversion to the East Plan plus the number of months the first renewal was in effect prior to the second renewal.

(N)

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21. Contract Tariffs (Cont'd)

21.3 Contract Tariff Option 2 (Cont'd) (N)

21.3.2 IntelliLight East Renewal Plan Terms and Conditions (Cont'd)

(D) (Cont'd)

(5) (Cont'd)

(b) (Cont'd)

When calculating any termination liability charge that may be assessed for early disconnection of service or cancellation of the renewed plan, TISC will be applied to the beginning of the period that termination liability is assessed (i.e., beginning with the date of disconnection or cancellation).

For example: Assume (1) the term commitment for the service is 60 months; (2) the termination liability for the service is 100% of the monthly rate for the first 12 months of service and 25% of the monthly rate for the remaining months in the term commitment; (3) the service was in effect for 9 months before conversion to the East Plan, resulting in 9 months of TISC; and (4) the customer's end user disconnects after 6 months of receiving service under the East Plan.

TISC of 9 months would be added to the 6 months of service under the current East Plan, for a total of 15 months service. Termination liability would then apply to the remaining 45 months, and would be computed at the 25% rate. (N)

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21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3

(A) Scope

Contract Tariff Option 3 is an offering exclusively for new installations of Special Access High Capacity 1.544 Mbps (DS1) and 44.736 Mbps (DS3) Services ordered during a specific period and connecting a premises in New Jersey to a premises in New York or a premises in New Jersey to a wire center hub in New York. Both premises must be located within the New Jersey and New York Corridor (NJ/NY Corridor).

The regulations, terms and conditions provided in this Section 21.4 apply to customers who subscribe to Contract Tariff Option 3 during the subscription period specified in (B)(2) following. The wire centers of the NJ/NY Corridor are within the New York Metropolitan LATA and the North Jersey LATA, collectively within the New York NY Metropolitan Statistical Area (MSA). The specific wire centers of the MSA that are included in Option 3 are specified in (C) following.

(B) General

(1) DS1 and DS3 services may be ordered under Contract Tariff Option 3 on a month-to-month basis or for a term plan of 3 or 5 years. This Contract Tariff is applicable to newly installed DS1 or DS3 services ordered during the subscription period specified in (2) following.

(2) The first subscription period during which the customer may subscribe to Contract Tariff Option 3 begins on April 10, 2003 and ends June 10, 2003. The second subscription period during which the customer may subscribe to Contract Tariff Option 3 begins on June 12, 2003 and ends July 27, 2003. The third subscription period during which the customer may subscribe to Contract Tariff Option 3 begins on July 28, 2003 and ends December 31, 2003. (C) (C) (C) (C)

A confirmed due date for installation of DS1 and DS3 services ordered during the subscription period must be (1) within sixty (60) days of the date of ordering or (2) in accordance with a negotiated schedule of service dates requested by the customer and agreed to by the Telephone Company. Failure to accept service on the confirmed due date will result in cancellation of the order and the application of cancellation charges in accordance with Section 5.2 preceding, except when such failure to accept service is due to the Telephone Company's failure to provide service on the confirmed due date.

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21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd) (N)

(C) Serving Area for Contract Tariff Option 3

The serving area of Contract Tariff Option 3 is comprised of the following Telephone Company wire centers which are within the New York NY Metropolitan Statistical Area.

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

(N

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21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd)

(C) Serving Area for Contract Tariff Option 3 (Cont'd) (N)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

The above Telephone Company wire centers in the New York NY MSA are in effect as of the effective date of this Contract Tariff. Any additions of, or changes to, Telephone Company MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff that occur after April 10, 2003 will apply.

(D) Description of Services

Contract Tariff Option 3 is an offering exclusively for new installations of Special Access DS1 and DS3 Services ordered during the subscription period and connecting a premises in New Jersey to a premises in New York or to a wire center hub in New York, with both premises located within the New Jersey and New York Corridor (NJ/NY Corridor). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd) (N)

(E) Application of Rates and Charges

For each DS1 or DS3 Service under this Contract Tariff, a Corridor Channel Termination shall apply for the New Jersey portion of the service and a Corridor Channel Termination shall apply for the New York portion of the service.

The Corridor Channel Termination provides the communications path from the customer's designated premises to the interconnection point between the facilities of the two Exchange Telephone Companies. Each Exchange Telephone Company shall bill its channel termination in accordance with the regulations set forth in Section 2.4.7 preceding of this tariff.

This Contract Tariff also provides for DS3 to DS1 multiplexing optional features in wire centers designated in (C) preceding within the New Jersey and New York Corridor in accordance with the Facility Hub regulations set forth in Section 7.4.7 preceding. All other optional features and functions or BSE applicable to High Capacity DS1 and DS3 will be provided in accordance with the regulations set forth in Section 7.2.9(D) preceding. These optional features and functions or BSEs are provided under the rates set forth in Section 7.5.9(C) preceding.

The DS1 and DS3 Services provided under this Contract Tariff are not eligible for any other service, term or volume discount offered in other sections of this tariff.

Shared use as set forth in Section 5.2.8 preceding of this tariff is not allowed on services ordered under this Contract Tariff.

Rates and charges for these services are set forth in (G) following of this tariff.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd)

(F) Terms and Conditions

(1) DS1 and DS3 services may be ordered under this Contract Tariff during the subscription period on a month-to-month basis or as a 3 or 5-year term plan. (T)

All rates and charges for services ordered during the first subscription period under this contract, whether month-to-month or in a term plan, will expire by June 10, 2013. All (S)(x)
rates and charges for services ordered during the second subscription period under this contract, whether month-to-month or in a term plan, will expire by July 27, 2013. (S)(x)
All rates and charges for services ordered during the third (C)
subscription period under this contract, whether month-to- (C)
month or in a term plan, will expire by December 31, 2013. (C)

(2) The minimum periods for DS1 and DS3 services ordered under this Contract Tariff Option 3 are the same minimum periods that apply for DS1 and DS3 services specified in other sections of this tariff.

(3) Except as specified in (4) following, termination liability charges apply if service under this Contract Option is disconnected in full or in part prior to the end of one year on a 3-year term plan or three years on a 5-year term plan. The termination liability charge applies as follows:

- For disconnects on or prior to the end of the minimum period and prior to the end of the first year on a 3-year plan or prior to the end of the third year on a 5-year plan, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof remaining between the end of the minimum period and the end of the first or third year, respectively.

- For disconnects after the end of the minimum period but prior to the end of the first year on a 3-year plan or prior to the end of the third year on a 5-year plan, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof remaining between the date of termination and the end of the first or third year, respectively.

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

(x) Reissued material originally filed under Transmittal No. 334 and scheduled to become effective July 18, 2003.

Certain material formerly appearing on this page currently appears on Original Page 21-32.1.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd)

(F) Terms and Conditions (Cont'd)

(4) Termination liability will not apply if a customer changes from a 3-year term plan to a 5-year term plan. Time-in-service credit on the lesser plan will be granted on a month-for-month basis towards the term of the longer plan. The term plan rate for the longer plan shall commence effective with the first bill date following the order to change to a longer plan. No credit will be applied to the monthly rates previously billed for the lesser plan. (M)

(M) Certain material currently appearing on this page formerly appeared on 2nd Revised Page 21-32.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(4) Replacements, rearrangements, upgrades or any other physical change to service provided under this Contract Tariff will constitute termination of the existing service from this Contract Tariff and installation of service as offered under other sections of this tariff. Termination liability charges apply if service under this Contract Option is disconnected in full or in part prior to the end of one year on a 3-year term plan or three years on a 5-year term plan, unless all of the following conditions are met.

- The customer orders new service to replace the terminated service.
- The commitment period of the new service commences with the installation of the new service.
- The replacing service is provided under an equal or longer term (as offered under other sections of this tariff) than the terminated service.
- The new service is provided between the same customer and/or Company locations as the service being replaced.

The customer remains responsible for satisfying any outstanding minimum period obligations on the terminated service.

(5) Upon expiration of the initial term, customers subscribing to Contract Tariff Option 3 may subscribe to this contract for an additional term of 3 or 5 years. Only one additional subscription is allowed. Upon expiration of the initial term, the customer may also convert service under this contract tariff to any other payment option offered for the applicable service under other sections of this tariff or may discontinue the service. If the customer does not notify the Telephone Company of its election prior to expiration of the term plan, the customer's current plan will be automatically renewed upon expiration. The renewed plan will have a term equal to that originally selected by the customer and the plan will be considered new. Only one renewal will occur. The customer may cancel the renewed plan within the first sixty (60) days of the date of automatic renewal without termination liability. Such cancellation will not incur termination liability. Except as set forth in (F)(4) preceding, cancellation after that date will incur termination liability. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(6) (Cont'd)

Upon final expiration of the term of service under this Contract Tariff, the customer may continue with service under any other payment plan offered in other sections of this tariff or may discontinue service without termination liability.

(7) To subscribe to Contract Tariff Option 3, the customer must provide the Telephone Company with a written request for service that must be received during the period of subscription as specified in (B)(2) preceding and must be signed by an authorized representative of the customer. The written request must also include the term option that the customer must specify as either month-to-month, 3 years or 5 years.

(8) Billing of rates and charges for DS1 or DS3 service ordered under this Contract Tariff Option 3 will consist of rates and charges for service within the North Jersey LATA under this tariff. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.4 Contract Tariff Option 3 (Cont'd) (N)

(G) Rates and Charges

Rates apply per Corridor Channel Termination or per DS3/DS1 Multiplexing arrangement, as applicable. The following rates apply in all price bands as determined in Section 14.7 preceding.

Service	USOC	Monthly Rate	Nonrecurring Charge
DS1 Corridor CT			
- Month-to-month	-----	$250.00	None
- 3 Year	-----	180.00	None
- 5 Year	-----	170.00	None
DS3 Corridor CT			
- Month-to-month	-----	$2,750.00	None
- 3 Year	-----	2,000.00	None
- 5 Year	-----	1,650.00	None
DS3/DS1 Multiplexer			
- Month-to-month	-----	$675.00	None
- 3 Year	-----	600.00	None
- 5 Year	-----	435.00	None

(N)

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.5 Contract Tariff Option 4

(A) Scope

Contract Tariff Option 4, the New Connect Discount Plan, is an offering exclusively for new installations of certain Special Access services ordered during a specific period of time.

The regulations, terms and conditions provided in this Section 21.5 automatically apply to all customers who install new services offered under the New Connect Discount Plan in the applicable MSAs during the specified subscription period. The qualifying services are listed in (B) following and the applicable Metropolitan Statistical Areas (MSAs) are specified in (C) following.

A Customer qualifies for Contract Tariff Option 4, the New Connect Discount Plan (the Plan), only during the following subscription periods. An initial subscription period begins on April 16, 2003 and ends July 11, 2003. A second subscription period begins on July 12, 2003 and ends December 31, 2003. In order for a service to be included in the Plan:

1) An order for the new service must be placed during the subscription period and the service must be one of the services specified in (B) following.

2) The customer must accept the service on the original service date.

3) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company

(B) Eligible Services

The New Connect Discount Plan is an offering exclusively for new installations of Special Access services listed below:

- Facilities Management Service (FMS)
- High Capacity Services (DS1 and DS3)
- IntelliLight Broadband Service (IBT)
- Verizon Dedicated SONET Ring (DSR) (T)
- IntelliLight Entrance Facility (IEF)
- IntelliLight Shared Dual Path (ISDP)
- IntelliLight Shared Single Path (ISSP)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.5 Contract Tariff Option 4 (Cont'd)

(C) Serving Area

The serving area of the New Connect Discount Plan is comprised of the following Metropolitan Statistical Areas. Wire centers for each MSA are listed in Section 14.7.

Washington, DC-MD-VA	MSA #8
Baltimore, MD	MSA #14
Norfolk, VA Beach-Portsmouth VA/NC	MSA #43
Newport News-Hampton VA	MSA #104

Any additions or changes to the wire centers included in the MSAs listed above that occur after April 16, 2003 will apply and be included in the Plan.

(D) Description of the New Connect Discount Plan

The New Connect Discount Plan offers an automatic additional discount on all eligible services ordered from Sections 7 and 8 of this tariff that meet the conditions outlined in (A), (B) and (C) preceding. The additional discount will be applied to the monthly recurring rate elements associated with transport of the service (e.g., Channel Terminations, Ports, Terminations, Mileage, Channel Mileage), and to the DS3 to DS1, DS1 to Digital, DS1 to DS0, and DS1 to Voice Central Office Multiplexing optional features. Application of the additional discount on mileage is limited to those instances where the serving wire center of one end is within an MSA identified in (C) above, and the serving wire center of the other end is a Level 1 or Level 2 wire center of the same MSA or of a different MSA specified in Section 14.7 preceding.

The services and the associated rate elements may be ordered on a month-to-month (MTM) basis or as a term plan as allowed for that particular service as described in Section 7 or 8.

Under the Plan, the customer will receive a discount applied to the MTM rates or to the monthly rates of the term plan as described in Section 7 or 8. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis, service provided under the Plan is not eligible for any other circuit specific service, term or volume discount offered under other sections of this tariff. (N)

- For Facilities Management Service (FMS) and any 7-year term plan, the Plan discount is 10%.
- The Plan discount for all other eligible services and all other term plans is 20%.

Shared use as set forth in Section 5.2.8 preceding is allowed under the Plan; however, only the special access portion of a service is eligible to receive the Plan discount.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.5 Contract Tariff Option 4 (Cont'd)

(E) Terms and Conditions (Cont'd)

All terms and conditions, including termination liability and minimum periods, as stated in Sections 7 & 8 preceding, apply for the respective services, except for those terms and conditions which involve the additional discount provided under the New Connect Discount Plan as stated following:

(1) For service ordered during the initial or second subscription period on a Month-to-Month basis under the New Connect Discount Plan, the Plan's additional discount will expire effective with the first bill period date after December 31, 2017.

(2) For service ordered during the initial or second subscription period in a term plan under the New Connect Discount Plan, the Plan's discount expires at the end of the initial term. The customer may extend the Plan for an additional term(s) of less, equal, or greater length than the expiring term plan. In all cases, the additional discount provided under the Plan will expire effective with the first bill period date following December 31, 2017.

(D)
|
|
(D)

(3) When service is disconnected prior to completing the minimum period, the Plan's discount is not used in calculating the minimum period charges for the remainder of the minimum period. (T)

(4) With the exception of adding or removing a node to a DSR or IOTS dedicated ring, replacements, rearrangements, upgrades or any other physical change to service under the New Connect Discount Plan will result in termination of the Plan's additional discount. The Plan's discount will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation. (T)

(5) When termination liability applies to a service in accordance with the terms and conditions as stated in either Section 7 or 8, the additional discount provided under the Plan will not apply and will thus be excluded from any calculation of the termination liability for the remainder of the term plan. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.6 Contract Tariff Option 5

(A) Scope

Contract Tariff Option 5, the New Connect Discount Plan B, is an offering exclusively for new installations of certain Special Access SONET and optical services ordered during a specific period of time.

The regulations, terms and conditions provided in this Section 21.6 automatically apply to all customers who install new services offered under the New Connect Discount Plan B in the applicable MSAs during the specified subscription period. The qualifying services are listed in (B) following and the applicable Metropolitan Statistical Areas (MSAs) are specified in (C) following.

The initial subscription period during which the customer qualifies for Contract Tariff Option 5, the New Connect Discount Plan B (Plan B), begins on May 6, 2003 and ends August 3, 2003. A second subscription period during which the customer qualifies for Contract Tariff Option 5 begins August 4, 2003 and ends December 31, 2003. In order for a service to be included in Plan B:

1) An order for the new service must be placed during the subscription period and the service must be one of the services specified in (B) following.

2) The customer must accept the service on the original service date.

3) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company

(B) Eligible Services

The New Connect Discount Plan B is an offering exclusively for new installations of Special Access and SONET services listed below:

- IntelliLight Broadband Service (IBT)
  - Point-to-point/non-multiplexed only
- Verizon Dedicated SONET Ring (DSR) (T)
- IntelliLight Entrance Facility (IEF)
- IntelliLight Optical Transport Service (IOTS)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.6 Contract Tariff Option 5 (Cont'd)

(C) Serving Area

The serving area of the New Connect Discount Plan B is comprised of the following Metropolitan Statistical Areas. Wire centers for the MSAs are listed in Section 14.7.

Philadelphia PA_NJ	MSA #4
Pittsburgh PA	MSA #13
New York NY	MSA #1
Vineland-Millville-Bridgeton NJ	MSA #228
Wilmington-Newark DE-MD	MSA #69

Any additions or changes to the wire centers included in the MSAs listed above that occur after May 6, 2003 will apply and be included in Plan B.

(D) Description of New Connect Discount Plan B

The New Connect Discount Plan B offers an automatic additional discount on all eligible services ordered from Sections 7 and 8 of this tariff that meet the conditions outlined in (A), (B) and (C) preceding. The additional discount will be applied to the monthly recurring rate elements associated with transport of the service (e.g., Nodes, OCn Ports, Optical Transport Channels, Ring Mileage). Application of the additional discount on mileage is limited to those instances where the serving wire center of one end is within an MSA identified in (C) above, and the serving wire center of the other end is a Level 1 or Level 2 wire center of the same MSA or of a different MSA specified in Section 14.7 preceding.

The services and the associated rate elements may be ordered on a month-to-month (MTM) basis or as a term plan as allowed for that particular service as described in Section 7 or 8.

Under Plan B, the customer will receive a discount applied to the MTM rates or to the monthly rates of the term plan as described in Section 7 or 8. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis or under Contract Tariff Option 6 following,, service provided under Plan B is not eligible for any other circuit-specific service, term, or volume discount offered under other sections of this tariff. (C) (C)

- For any 7-year term plan, the Plan B discount is 10%
- The Plan B discount for all other eligible services and all other term plans is 20%.

Shared use as set forth in Section 5.2.8 preceding is allowed under Plan B; however, only the special access portion of a service is eligible to receive the Plan B discount.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.6 Contract Tariff Option 5 (Cont'd)

(E) Terms and Conditions

All terms and conditions, including termination liability and minimum periods, as stated in Sections 7 & 8 preceding, apply for the respective services, except for those terms and conditions which involve the additional discount provided under New Connect Discount Plan B as stated following:

(1) For service ordered during the initial or second subscription period on a Month-to-Month basis under the New Connect Discount Plan B, the additional discount provided under Plan B will expire effective with the first bill period date after December 31, 2017.

(2) For service ordered during the initial or second subscription period in a term plan under the New Connect Discount Plan B, the discount of Plan B expires at the end of the initial term. The customer may extend Plan B for an additional term(s) of less, equal, or greater length than the expiring term plan. In all cases, the additional discount provided under Plan B will expire effective with the first bill period date following December 31, 2017.

(3) When service is disconnected prior to completing the minimum period, the Plan B discount is not used in calculating the minimum period charges for the remainder of the minimum period.

(4) With the exception of adding or removing a node to a DSR or IOTS dedicated ring, replacements, rearrangements, upgrades or any other physical change to service under the New Connect Discount Plan B will result in termination of the Plan B's additional discount. The Plan B's discount will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation. (T)

(5) When termination liability applies to a service in accordance with the terms and conditions as stated in either Section 7 or 8, the additional discount provided under the Plan B will not apply and will thus be excluded from any calculation of the termination liability for the remainder of the term plan.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.7 Contract Tariff Option 6 (N)

(A) Scope

Contract Tariff Option 6, the New Connect Discount Plan C, is an offering exclusively for new installations of certain Special Access SONET and optical services ordered during a specific period of time.

The regulations, terms and conditions provided in this Section 21.7 automatically apply to all customers who install new services offered under the New Connect Discount Plan C in the applicable MSAs during the specified subscription period. The qualifying services are listed in (B) following and the applicable Metropolitan Statistical Areas (MSAs) are specified in (C) following.

The subscription period during which the customer qualifies for Contract Tariff Option 6, the New Connect Discount Plan C (Plan C), begins on August 19, 2003 and ends December 31, 2003. In order for a service to be included in Plan C:

1) An order for the new service must be placed during the subscription period and the service must be one of the services specified in (B) following. A new service can not be a service that was disconnected from another contract option or discount plan in order to include that service in this plan.

2) The customer must accept the service on the original service date.

3) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company (N)

21. Contract Tariffs (Cont'd)

21.7 Contract Tariff Option 6

(B) Eligible Services

The New Connect Discount Plan C is an offering exclusively for new installations of certain Special Access and SONET services listed below:

- IntelliLight Broadband Transport (IBT)
  - Point-to-point service configurations at OC48/OC48c
  - Multiplexing Capability optional features including OC3, OC12 or OC48 multiplexing nodes and low speed ports. DS1, DS3 and STS1 low speed ports are only available when the associated DS1, DS3 or STS1 service is located within MSA #8, #14, #43, #59 or #104 as described in (C) following.
  - Point-to-point service configurations at OC3/OC3c or OC12/OC12c are available under the New Connect Plans A and B preceding and under the New Connect Plan D following.

- Verizon Dedicated SONET Ring (DSR) (T)
  - Enhanced nodes at OC12, OC48 and OC192
  - DS1 ports on enhanced OC12, OC48 and OC192 nodes. These ports are only available when the associated DS1 service is located in MSA #8, #14, #43, #59 or #104 as described in (C) following.
  - Gigabit Ethernet ports (GigE1 through GigE24) on an Enhanced OC12, OC48 or OC192 node
  - DSR standard nodes, mileage and Optical Carrier level (OCn) ports and concatenated Optical Carrier Level (OCnc) ports are available under the New Connect Plans A and B preceding and under the New Connect Plan D following. (T)

- IntelliLight Optical Transport Service (IOTS)
  - 4-Channel primary or expansion nodes
  - Protected and unprotected multi-port optical transport arrangements (facility channels and multi-port channels)
  - 16-Channel primary or expansion nodes, ring mileage, network amplification and all remaining protected and unprotected optical transport channels are available under the New Connect Plan B preceding.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.7 Contract Tariff Option 6 (N)

(C) Serving Area

The serving area of the New Connect Discount Plan C is comprised of the following Metropolitan Statistical Areas. Wire centers for the MSAs are listed in Section 14.7.

Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
New York NY	MSA #1
Vineland-Millville-Bridgeton NJ	MSA #228
Wilmington-Newark DE-MD	MSA #69
Washington, DC-MD-VA	MSA #8
Baltimore, MD	MSA #14
Norfolk, VA Beach-Portsmouth VA/NC	MSA #43
Newport News-Hampton VA	MSA #104
Richmond VA	MSA #59

Any additions or changes to the wire centers included in the MSA listed above that occur after August 19, 2003 will apply and be included in Plan C.

(D) Description of New Connect Discount Plan C

The New Connect Discount Plan C offers an automatic additional discount on all eligible services ordered from Sections 7 and 8 of this tariff that meet the conditions outlined in (A), (B) and (C) preceding. The additional discount will be applied to the monthly recurring rate elements associated with the options and categories listed in (B) preceding. The additional discount will not be applied to cross-connect services to collocation arrangements.

The services and the associated rate elements may be ordered on a month-to-month basis or as a term plan as allowed for that particular service as described in Section 7 or 8.

Under Plan C, the customer will receive a discount applied to the month-to-month rates or to the monthly rates of the term plan as described in Section 7 or 8. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis or under Contract Tariff Option 4 or 5 preceding or Option 7 following, service provided under Plan C is not eligible for any other circuit-specific service, term or volume discount offered under other sections of this tariff.

- For any 7-year term plan, the Plan C discount is 10%
- The Plan C discount for all other eligible services and all other term plans is 20%.

Shared use as set forth in Section 5.2.8 preceding is allowed under Plan C; however, only the special access portion of a service is eligible to receive the Plan C discount. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.7 Contract Tariff Option 6

(E) Terms and Conditions

All terms and conditions, including termination liability and minimum periods, as stated in Sections 7 & 8 preceding, apply for the respective services, except for those terms and conditions which involve the additional discount provided under New Connect Discount Plan C as stated following:

(1) For service ordered during the subscription period on a Month-to-Month basis under the New Connect Discount Plan C, the additional discount provided under Plan C will expire effective with the first bill period date following December 31, 2017.

(2) For service ordered in a term plan under the New Connect Discount Plan C, the discount of Plan C expires at the end of the initial term. The customer may extend Plan C for an additional term(s) of less, equal, or greater length than the expiring term plan. In all cases, the additional discount provided under Plan C will expire effective with the first bill period date following December 31, 2017.

(3) When service is disconnected prior to completing the minimum period, the Plan C discount is not used in calculating the minimum period charges for the remainder of the minimum period.

(4) With the exception of adding or removing a node to a DSR or IOTS dedicated ring, replacements, rearrangements, upgrades or any other physical change to service under the New Connect Discount Plan C will result in termination of the Plan C additional discount. The Plan C discount will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation. (T)

(5) When termination liability applies to a service in accordance with the terms and conditions as stated in either Section 7 or 8, the additional discount provided under Plan C will not apply and will thus be excluded from any calculation of the termination liability for the remainder of the term plan.

21. Contract Tariffs (Cont'd)

21.8 Contract Tariff Option 7

(A) Scope

Contract Tariff Option 7, the New Connect Discount Plan D, is an offering exclusively for new installations of certain Special Access and SONET services ordered during a specific period of time.

The regulations, terms and conditions provided in this Section 21.8 automatically apply to all customers who install new services offered under the New Connect Discount Plan D in the applicable MSAs during the specified subscription period. The qualifying services are listed in (B) following and the applicable Metropolitan Statistical Areas (MSAs) are specified in (C) following.

The subscription period during which the customer qualifies for Contract Tariff Option 7, the New Connect Discount Plan D (Plan D), begins on August 1, 2003 and ends December 31, 2003. In order for a service to be included in Plan D:

1) An order for the new service must be placed during the subscription period and the service must be one of the services specified in (B) following. A new service can not be a service that was disconnected from another contract option or discount plan in order to include that service in this plan.

2) The customer must accept the service on the original service date.

3) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company

(B) Eligible Services

The New Connect Discount Plan D is an offering exclusively for new installations of Special Access and SONET services listed below:

- Facilities Management Service (FMS)
- High Capacity Services (DS1 & DS3)
- IntelliLight Broadband Transport (IBT): Point-to-Point/non-multiplexed services only. Plan D excludes multiplexing capability and point-to-point OC48/OC48c service configurations, which are offered under the New Connect Discount Plan C preceding.
- Verizon Dedicated SONET Ring (DSR): excluding enhanced nodes, DS1 ports on enhanced OC12, OC48 and OC192 nodes, and Gigabit Ethernet ports on enhanced nodes (GigE1 through GigE24). Enhanced nodes and Gigabit Ethernet ports (GigE1 through GigE24) are offered under the New Connect Discount Plan C preceding. (T)
- IntelliLight Entrance Facility (IEF)
- IntelliLight Shared Dual Path (ISDP)
- IntelliLight Shared Single Path (ISSP)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.8 Contract Tariff Option 7 (Cont'd) (N)

(C) Serving Area

The serving area of the New Connect Discount Plan D is comprised of the following Metropolitan Statistical Area. Wire centers for the MSA are listed in Section 14.7.

Richmond VA MSA #59

Any additions or changes to the wire centers included in the MSA listed above that occur after August 1, 2003 will apply and be included in Plan D.

(D) Description of New Connect Discount Plan D

The New Connect Discount Plan D offers an automatic additional discount on all eligible services ordered from Sections 7 and 8 of this tariff that meet the conditions outlined in (A), (B) and (C) preceding. The additional discount will be applied to the monthly recurring rate elements associated with transport of the service (e.g., Channel Terminations, Ports, Terminations, Mileage, Channel Mileage), and to the DS3 to DS1, DS1 to Digital, DS1 to DS0, and DS1 to Voice Central Office Multiplexing optional features. Application of the additional discount on mileage is limited to those instances where the serving wire center of one end is within an MSA identified in (C) above, and the serving wire center of the other end is a Level 1 or Level 2 wire center of the same MSA or of a different MSA specified in Section 14.7 preceding.

The services and the associated rate elements may be ordered on a month-to-month basis or as a term plan as allowed for that particular service as described in Section 7 or 8.

Under Plan D, the customer will receive a discount applied to the month-to-month rates or to the monthly rates of the term plan as described in Section 7 or 8. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis, service provided under Plan D is not eligible for any other circuit-specific service, term, or volume discount offered under other sections of this tariff.

- For Facilities Management Service (FMS) and any 7-year term plan, the Plan discount is 10%
- The Plan discount for all other term plans is 20%.

Shared use as set forth in Section 5.2.8 preceding is allowed under Plan D; however, only the special access portion of a service is eligible to receive the Plan D discount. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.8 Contract Tariff Option 7 (Cont'd)

(E) Terms and Conditions

All terms and conditions, including termination liability and minimum periods, as stated in Sections 7 & 8 preceding, apply for the respective services, except for those terms and conditions which involve the additional discount provided under New Connect Discount Plan D as stated following:

(1) When service is ordered on a Month-to-Month basis under the New Connect Discount Plan D, the Plan D additional discount will expire effective with the first bill period date following December 31, 2017.

(2) When service is ordered in a term plan under the New Connect Discount Plan D, the Plan D discount expires at the end of the initial term. The customer may extend Plan D for an additional term(s) of less, equal, or greater length than the expiring term plan. In all cases, the additional discount provided under Plan D will expire effective with the first bill period date following December 31, 2017. (D) | | (D)

(3) When service is disconnected prior to completing the minimum period, Plan D discount is not used in calculating the minimum period charges for the remainder of the minimum period. (T)

(4) With the exception of adding or removing a node to a DSR or IOTS dedicated ring, replacements, rearrangements, upgrades or any other physical change to service under the New Connect Discount Plan D will result in termination of the Plan D additional discount. The Plan D discount will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation. (T)

(5) When termination liability applies to a service in accordance with the terms and conditions as stated in either Section 7 or 8, the additional discount provided under Plan D will not apply and will thus be excluded from any calculation of the termination liability for the remainder of the term plan. (T)

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21. Contract Tariffs (Cont'd)

21.9 Contract Tariff Option 8

(A) Scope

Contract Tariff Option 8, (Option 8) is an offering exclusively for customers with two existing and separate Special Access Verizon Dedicated SONET Ring (DSR) services with each in a 5-year term commitment period, and who replace such services with two new DSR services equipped with enhanced nodes under the terms and conditions specified in (B) following. Under Option 8, the customer will receive a twenty percent (20%) discount applied to the 5-year rates for DSR set forth in Section 23.1 following. (T)

(B) Eligibility

To be eligible for Option 8, the following criteria must be met:

(1) The customer must subscribe to two new DSR Services with enhanced nodes under Section 23.1 following and the nodes must be located at the same customer designated premises and Telephone Company wire centers as the DSR nodes on the existing services being replaced. (T)

(2) Each new DSR Service must have a commitment period of 5 years. The commitment period on each DSR shall commence upon notification that construction on that DSR is complete and the customer issues the required Access Service Request to commence billing in accordance with Section 5.2 preceding. (T)

(3) The customer must meet a projected total billed revenue commitment of at least $4,000,000.00 during the service period. The service period begins on the date specified in (2) preceding and ends 60 months later. The minimum revenue commitment is inclusive of the monthly recurring charges for all enhanced DSR nodes, ring mileage and ports associated with the two DSR services, excluding any state, local and federal taxes and surcharges as they may apply. (T)

(4) One of the DSR services must be within the Pittsburgh PA Metropolitan Statistical Area (MSA) and one must be within the Washington DC-MD-VA MSA. Any additions or changes to the wire centers included in these MSAs that occur after will apply and be included in Option 8. (T)

(5) The new DSR Services must be equipped with enhanced nodes and configured with the following components. (T)

Pittsburgh PA MSA	Washington DC-MD-VA MSA
10 - 13 Enhanced OC12 Nodes	4 - 6 Enhanced OC12 Nodes
55 - 65 OC12 total ring miles	5 - 10 OC12 total ring miles
160 - 200 DS1 ports	30 - 40 DS1 ports
4 - 8 DS3 Ports	3 - 6 DS3 Ports

(6) The customer must subscribe to the new DSRs during the subscription period ending December 21. 2003. A customer subscribes to Option 8 by submitting a written or electronic order to the Telephone Company for each DSR authorizing construction of the DSR to commence. The written or electronic order provided to the Telephone Company must be signed by an authorized representative of the customer and must include the components specified in (5) preceding. (T)

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21. Contract Tariffs (Cont'd)

21.9 Contract Tariff Option 8 (Cont'd)

(C) Terms and Conditions

All terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following, apply to service under Option 8, with the following exceptions: (T)

(1) Option 8 offers an automatic additional discount on all DSR enhanced node, ring mileage and port rate elements ordered from Section 23.1 following of this tariff that meet the conditions outlined in (A) and (B) preceding. (T) (T)
(2) The services and associated rate elements must be ordered with a term commitment period of 5 years.
(3) The additional discount percentage under Option 8 is 20% and is applied to the 5-year rates set forth in Section 23.1 following. (T)
(4) Shared use as set forth in Section 5.2.8 preceding is allowed under Option 8. However, only the special access portion of a service is eligible to receive the Option 8 discount.
(5) When termination liability applies in accordance with the terms and conditions stated in Section 23.1 following, the additional discount provided under Option 8 will not apply and will therefore be excluded from any calculation of the termination liability for the remainder of the term plan. The customer may be eligible for reduced termination liability under the provisions set forth for business downturn in (D) following. Termination liability under Option 8 is calculated in accordance with (E) following. If service is disconnected prior to completing the minimum period for DSR, the Option 8 discount is not used in calculating the minimum period charges for the remainder of the minimum period. (T) (T)
(6) The Option 8 additional discount will terminate upon expiration of the term commitment period. At the end of the term commitment period, the customer has the following options.
    (a) Disconnect service upon written notification to the Telephone Company; or
    (b) Continue with the service at the 5-year rate without the application of the additional discount afforded under this Option 8; or
    (c) Subscribe to any then offered contract tariff option for which the customer is eligible.
(7) Replacements, rearrangements, upgrades or any other physical change to service under Option 8 will result in termination of the Option 8 additional discount. The Option 8 discount will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation.
(8) Cancellation charges as set forth in Section 5.2 preceding apply if an order for service is cancelled in whole or in part under this Option 8.

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21. Contract Tariffs (Cont'd)

21.9 Contract Tariff Option 8 (Cont'd) (N)

(D) Business Downturn

This Contract Tariff Option 8 includes a reduction in termination liability as set forth in (E) following in the event that the customer terminates portions of the service due to business downturn as described following. To be eligible for reduction in termination liability under business downturn, the customer must meet an overall minimum revenue commitment of $4,000,000.00 as specified in (B)(2) preceding.

In the event the customer, despite reasonable efforts, is unable to meet the commitments under this Contract Tariff Option 8, and such inability is the result solely of either of the following: (i) divestiture, merger, sale or other disposition of a subsidiary, division or other significant business unit; or (ii) consolidation of business operations or reduction in the number of employees ("Business Downturn"), and the customer terminates portions of the service affected by the Business Downturn, the customer will pay reduced Termination Liability as set forth in (E)(1) following. In order for reduced termination liability to apply, the customer must first give the Telephone Company prior written notice of the Business Downturn. Business Downturn allowances shall not apply to any reduction in service resulting from the customer's use of substitute products or services that are provided by any party other than the Telephone Company, including outsourcing by the customer to third parties. The customer will continue to pay the applicable current monthly recurring rates set forth in this Option 8 following for those elements of service not affected by the Business Downturn.

(N)

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21. Contract Tariffs (Cont'd)

21.9 Contract Tariff Option 8 (Cont'd)

(E) Termination Liability

Termination liability applies to DSR under the terms and conditions set forth in Section 23.1 following, except that such liability under this Contract Tariff Option 8 is calculated as follows. (T) (T)

(1) Termination Liability with Business Downturn

Except as set forth in (2) following, if the service or any portion of the service is terminated prior to expiration of the commitment period and for any reason specified for a business downturn in (D) preceding, the customer will incur termination liability equal to a percentage of the 5-year rate set forth in Section 23.1 following multiplied by the number of elements terminated, multiplied by the number of months remaining in the commitment period. The percentage applied to termination of service is dependent on the year of the commitment period in which the termination occurs as follows. (T)

Year of Commitment Period	Percentage Applied
Year 1	75%
Year 2	50%
Years 3 through 5	10%

Terminations of service resulting from a Business Downturn shall not be subtracted from the customer's projected actual revenue commitment.

(2) Termination without Business Downturn

If the service or any portion of the service is terminated prior to expiration of the commitment period and for any reason other than a business downturn as specified in (D) preceding, the customer will incur termination liability equal to 100% of the 5-year rate set forth in Section 23.1 following for the unexpired portion of the first two years of service and 25% of the monthly charges for the 5-year rate set forth in Section 23.1 following for the remainder of the commitment period. (T) (T)

Terminations of Service not resulting from a business downturn as described in (1) above shall, when effective, be subtracted from the customer's projected actual revenue for the remainder of the commitment period. If, after such subtraction, the customer's total projected actual revenue under this Option 8 is less than the customer's minimum revenue commitment specified in (D) preceding, then the customer will incur termination liability as set forth in this section (E)(2) for all subsequent terminations of service, whether or not caused by a business downturn.

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21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9

(A) Scope

Contract Tariff Option 9 is an offering exclusively for customers currently subscribing to Frame Relay Service within the interstate corridor between New Jersey and New York, as defined in Section 14.3.2 preceding, who replace the Frame Relay Service with Verizon Dedicated SONET Ring (DSR) service at the same locations and in the quantities specified herein. (T) (T)

Rate Element	Initial Quantity	
DSR OC12 nodes	5	(T)
DSR OC12 mileage	9	(T)
DS3 Ports	24	

The customer's existing Frame Relay Service network must consist of 200 to 275 Frame Relay ports with eighty percent (80%) utilizing 56 kbps ports.

In order to be eligible for the Contract Tariff Option 9, the customer must also subscribe to a specified quantity of interstate DS1 Channel Terminations connecting to the DSR service. The end points of the DS1s must be located within the New Jersey and New York Corridor. (T)

Rate Element	Initial Quantity
DS1 Channel Terminations	16

The regulations, terms and conditions provided in this Section 21.10 apply to customers who subscribe to Contract Tariff Option 9 during the subscription period specified in (B) following. The wire centers of the New Jersey and New York corridor are within the North Jersey LATA and the New York Metropolitan LATA, collectively within the New York NY Metropolitan Statistical Area (MSA 1). The specific wire centers of the MSA that are included in Option 9 are specified in (C) following.

Billing of the initial quantity of DSR services (OC12 nodes and mileage) ordered during the subscription period will begin ninety (90) days after they are installed and operational. Any rate elements added to the installed DSR service after the subscription period ends and which are installed and operational from day ninety and after will be billed from the date of their respective installation to the end of their respective five year service period. Billing of existing Frame Relay Services will continue until they are disconnected. Frame Relay Services will be deemed disconnected effective the date provided by the customer. Customer must notify the Telephone Company a minimum of five (5) business days prior to the effective date of disconnection. (T) (T)

The minimum period for services ordered under this Contract Tariff is the same minimum period that applies to services specified in other sections of this tariff. The term period for services ordered under this Contract Tariff is five years.

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21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9 (Cont'd)

(B) General

The subscription period during which the customer qualifies for Contract Tariff Option 9 begins on February 10, 2004 and ends on March 11, 2004.

After the subscription period ends, the customer may add to the installed DSR service up to the maximum quantities of the rate elements specified herein at the same locations. Each new rate element will have its own term commitment period of five years. (T)

Rate Element	Quantity Range	
DSR OC12 nodes	5 - 10	(T)
DSR OC12 mileage	1 - 18	(T)
DS3 Ports	20 - 24	
DS1 Channel Terminations	15 - 65	

During the subscription period, the customer must provide the Telephone Company with a written request, signed by an authorized representative of the customer, for Contract Tariff Option 9 DSR service. The service date will be negotiated between the Telephone Company and the customer. The customer must accept the service on the original service date. If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for Contract Tariff Option 9, unless the change is initiated by the Telephone Company. (T)

Upon expiration of the five-year term, the rates and charges applicable under Contract Tariff Option 9 will expire, and services will continue on a month-to-month basis at the rates and charges applicable in other sections of this tariff unless the customer requests in writing that the Telephone Company discontinue the service.

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21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9 (Cont'd) (N)

(C) Serving Area

The serving area of Contract Tariff Option 9 is comprised of the following Telephone Company wire centers which are within the New York NY Metropolitan Statistical Area.

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(N)

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21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9 (Cont'd) (N)

(C) Serving Area (Cont'd)

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

The preceding Telephone Company wire centers in the New York NY MSA are in effect as of February 10, 2004. Any additions of, or changes to, Telephone Company MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff that occur after February 10, 2004 will apply. (N)

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21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9 (Cont'd)

(D) Application of Rates and Charges

Monthly recurring charges based on a five-year term plan apply for the enhanced nodes, ports and mileage between the nodes.

For each DS1 Service under this Contract Tariff, a Corridor Channel Termination monthly recurring charge shall apply for the New Jersey portion of the service and a Corridor Channel Termination monthly recurring charge shall apply for the New York portion of the service.

The Corridor Channel Termination provides the communications path from the customer's designated premises to the interconnection point between the facilities of the two Exchange Telephone Companies. Each Exchange Telephone Company shall bill its channel termination in accordance with the regulations set forth in Section 2.4.7 preceding of this tariff.

Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis, service provided under Contract Tariff Option 9 is not eligible for any other circuit-specific service, term or volume discount offered under other sections of this tariff.

Rates and charges are set forth in Section (F) following.

(E) Terms and Conditions

All DSR terms and conditions as stated in Section 23.1 following apply, including termination liability and minimum periods. (T)

21. Contract Tariffs (Cont'd)

21.10 Contract Tariff Option 9 (Cont'd) (N)

(F) Rates and Charges

The following rates apply in all price bands as determined in Section 14.7 preceding.

Service	USOC	Monthly Rate	Nonrecurring Charge	
Enhanced OC12 Node, Per Node - 5 Year Term	-----	$2,160.00	N/A	
OC12 Mileage, Per mile between nodes - 5 Year Term	-----	287.20	N/A	
DS3 Ports, Per Node - 5 Year Term	-----	115.00	N/A	
DS1 Corridor CT, Per CT - 5 Year Term	-----	170.00	$1.00	(N)

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21. Contract Tariffs (Cont'd)

21.11 Contract Tariff Option 10 (N)

(A) Scope

(1) Contract Tariff Option 10 (Option 10) is offered for a service period of twelve (12) months and provides a customer with a one-time credit(s) when it achieves total billed revenue (TBR) during the service period of between $49,000,000 ($49M) and $56,000,000 ($56M) in qualifying services, as defined in (B) following.

(2) Eligible customers who wish to subscribe to Option 10 must do so by submitting a written request, in a form prescribed by the Telephone Company and signed by an authorized representative of the customer, during the subscription period that begins May 27, 2004 and ends July 26, 2004. Eligibility for Option 10 is set forth in (B) following. The twelve month service period (service period) commences on the first day of the month following receipt of the customer's written authorization.

(B) Eligibility and Qualification for Option 10

All of the following apply in order to subscribe to Option 10.

(1) The customer must achieve TBR for qualifying services, as defined in (2) following, that is between $45,000,000 ($45M) and $56M during the service period. TBR for qualifying services is subject to (2) through (7) following.

(2) TBR for qualifying services are comprised of (a) Special Access Voice Grade Services, Digital Data Services, High Capacity 1.544 Mbps Services, and High Capacity 44.736 Mbps Services and (b) Switched Access DS1 and DS3 Direct Trunked Transport services which the customer subscribes to in all operating territories under this tariff and under the Telephone Company's Tariff F.C.C. Nos. 11, 14, and 16. The customer may subscribe to these services under other term and commitment discount plans as they may be offered under general sections of this tariff and under the general sections of the other Telephone Company tariffs included in this Option 10. The customer's TBR shall be calculated using only monthly recurring charges billed by the Telephone Company to the customer for the qualifying services. Any reductions and discounts associated with other term and commitment plans for the qualifying services will be included in the total TBR for qualifying services under this Option 10. (x) (x) (x) (x)

(3) The portion of the TBR for qualifying services attributable to the customer's Switched Access DS1 and DS3 Direct Trunked Transport services must be at least $350,000 ($350K), but may not exceed $2,000,000 ($2M). (N)

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21. Contract Tariffs (Cont'd)

21.11 Contract Tariff Option 10 (Cont'd)

(B) Eligibility and Qualification for Option 10 (Cont'd)

(4) TBR for qualifying services does not include any revenue other than monthly billed recurring revenue as set forth in (2) above, including without limitation, any of the following: (N)

- nonrecurring charges
- taxes or other charges (e.g., Federal Universal Service Fund) imposed by federal, state, local or other government entity
- service or administrative fees or charges (e.g., interest penalty, late payment penalty)
- other charges which are not applied on a recurring monthly basis
- any other billed amount for which payment is being withheld by the customer
- any billed amounts that are under dispute by the customer
- revenues, credits or adjustments associated with services other than those specified in (2) preceding
- credits or adjustments assessed by the Telephone Company that are associated with periods outside of the service period as defined in (1) preceding
- shortfall or overage charges associated with other term or commitment plans
- termination liabilities assessed under other term or commitment plans
- amounts billed for intrastate services
- amounts billed for non-tariffed services

(5) Other than as set forth in (6) below, the customer may not concurrently subscribe to any other contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the service period which provides a discount, credit, or other reduction in rates or terms based on achievement of certain total billed revenue by the customer for the qualifying services in (2) preceding.

(6) Provided that the customer meets all of the criteria set forth in this Option 10, the customer will be allowed to terminate this Option 10 and subscribe to a New Plan, as defined below, without paying the termination charges set forth in (E) following. A New Plan shall mean another contract tariff option, ICB arrangement, or special service arrangement for the qualifying services in (2) preceding and offered by the Telephone Company during the service period with identical or greater total billed revenue levels than those provided under this Option 10. If the customer elects to terminate this Option 10 in order to subscribe to a New Plan, then (1) the customer must so elect in writing; (2) the customer must subscribe to the New Plan concurrently with or prior to the termination date of this Option 10; and (3) the customer must independently qualify and be eligible for such new plan. The customer shall not be afforded any credit in the New Plan for any portion of the elapsed service period under this Option 10. (N)

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21. Contract Tariffs (Cont'd)

21.11 Contract Tariff Option 10 (Cont'd)

(B) Eligibility and Qualification for Option 10 (Cont'd)

(7) In the event the customer merges with another company, acquires another company, or acquires a portion of the business of another company, or is acquired by another company, either in whole or in part, the following regulations will apply: (N)

(a) The customer may not include in the calculation of TBR for the qualifying services any revenues of the merged or acquired company or assets for the purpose of obtaining the credit provided under this Option 10.

(b) The customer may continue subscribing to this Option 10 for the duration of the service period based on its business with the Telephone Company as of the beginning of its subscription to this Option 10, without adding the revenues attributable to expansion of the customer's purchase of services from the Telephone Company through merger or acquisition action.

(c) The Telephone Company reserves the right to terminate the customer's subscription to this Option 10 if the customer does not adhere to the provisions herein. Customer shall not be eligible for any credits in such event.

(C) Serving Area

The serving area of Option 10 is comprised of all Telephone Company Phase 1 and Phase 2 Metropolitan Service Areas (MSAs).

Any additions or changes to the wire centers included in the MSAs described above that occur after May 27, 2004 will apply and be included in Option 10.

(D) Application of Credits Under Option 10

The customer may receive a one-time credit under this Option 10 depending on the actual TBR for qualifying services achieved at the end of the service period. The one-time credit shall consist of a Billing Credit or a Billing Credit and an Incremental Credit, as described below. The actual TBR for qualifying services is determined in accordance with (B)(1) through (B)(7) preceding. Based on the actual TBR for qualifying services, the following applies. (N)

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21. Contract Tariffs (Cont'd)

21.11 Contract Tariff Option 10 (Cont'd)

(D) Application of Credits Under Option 10 (Cont'd)

(1) If the TBR for qualifying services for the service period was less than $45M (i.e., the minimum TBR for qualifying services), a shortfall penalty equal to fifty percent (50%) of the difference between the minimum TBR for qualifying services and the actual TBR for qualifying services will apply. For example, if the customer achieved actual TBR for qualifying services of $44,000,000 ($44M), the shortfall penalty would be 50% of the difference between the minimum TBR for qualifying services ($45M) and the actual TBR for qualifying services ($44M) or $500,000 in shortfall penalty. The shortfall penalty is due to the Telephone Company within sixty (60) days of the end of the service period. No Billing Credit or Incremental Credit will be applied under this Option 10 when the minimum TBR for qualifying services has not been met. (N)

(2) If the TBR for qualifying services for the service period was between $45M and $48,999,999.00, the customer is not eligible for a credit, and no shortfall penalty applies under this Option 10.

(3) If the TBR for qualifying services for the service period was between $49M and $56M, a single Billing Credit of $1,000,000 ($1M) will apply under this Option 10. The Billing Credit for the qualifying services shall be provided in Phase 1 and Phase 2 MSAs. Credit will be applied to the customer's account(s) in accordance with (E)(1) following.

(4) If the TBR for qualifying services for the service period was between $51,000,000 ($51M) and $56M, the customer will also receive an Incremental Credit in addition to the Billing Credit specified in (D)(3) preceding. The Incremental Credit amount will be applied in the same manner as the Billing Credit. The amount of Incremental Credit is determined by the amount of TBR for qualifying services actually achieved as follows.

TBR for Qualifying Services Achieved During Service Period	One-time Incremental Credit
$51,000,000 - $52,000,000	$ 250,000
$52,000,001 - $53,000,000	500,000
$53,000,001 - $54,000,000	1,000,000
$54,000,001 - $55,000,000	1,500,000
$55,000,001 - $56,000,000	2,000,000

(5) If the TBR for qualifying services for the service period was in excess of $56M, the customer is not eligible to receive a credit under this Option 10. (N)

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21. Contract Tariffs (Cont'd)

21.11 Contract Tariff Option 10 (Cont'd)

(E) Terms and Conditions (N)

(1) Subject to the terms and conditions of this Option 10, if the customer is eligible for the Billing Credit or the Incremental Credit under (D)(3) or (D)(4) preceding, the Billing Credit or Incremental Credit will be credited to the customer's account within sixty (60) days after the end of the service period. The amount of the credit is contingent on (a) resolution of outstanding billing disputes related to qualifying services provided by the Telephone Company to the customer no later than the 60th day after the end of the service period; and (b) payment in full by the customer of all undisputed billed amounts for qualifying services. After the 61st day following the end of the service period, any amounts that remain disputed or are withheld by the customer (even if the amount is resolved in favor of the customer or paid by the customer at a later date) shall not be used in calculation of the TBR for qualifying services, the Billing Credit, or the Incremental Credit. The amount of the Billing Credit and the Incremental Credit shall not be subject to any interest penalty.

(2) The customer may discontinue individual services during the service period subject to the terms and conditions, including any applicable termination or shortfall liabilities that may be applicable, for the specific service involved as set forth in the applicable sections of this tariff and of the other Telephone Company tariffs under which TBR for qualifying services is determined. (x) (x)

(3) In the event that the customer cancels its subscription to this Option 10, cancellation penalty equal to one hundred percent (100%) of the difference between the minimum TBR for qualifying services ($45M) and the actual TBR for qualifying services achieved by the customer at the time of cancellation shall apply. Cancellation penalty is due to the Telephone Company within sixty (60) days of the date of cancellation of Option 10. If the actual TBR for qualifying services on the date of cancellation is in excess of $45M, the customer shall not be eligible for any credit(s) under this Option 10. (N)

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21. Contract Tariffs (Cont'd)

21.12 Contract Tariff Option 11

(A) Scope

(1) Contract Tariff Option 11, the New Connect Discount Plan F (Plan F), is an offering exclusively for new installations of IntelliLight Optical Transport Service (IOTS), as set forth Section 7.2.14(C)(4) preceding, ordered during a specific period of time.

(2) The regulations, terms, and conditions provided in this Section 21.12 automatically apply to all customers who order new services offered under Plan F in the applicable Metropolitan Statistical Areas (MSAs) during the specified subscription periods. The qualifying services are listed in (B) following and the applicable MSAs are specified in (C) following. (C)

(3) Customers who wish to subscribe to Plan F must do so during the following subscription periods. An initial subscription period begins on June 12, 2004 and ends on December 31, 2004 (initial subscription period). A second subscription period begins on January 1, 2005 and ends February 28, 2005 (second subscription period). In order for a service to be included in Plan F: (C)

(a) An order for the new service must be placed during either the initial or second subscription period, and the service must be one of the services specified in (B) following. A new service can not be a service that was disconnected from another contract option, discount plan, or tariff arrangement and subsequently ordered under this plan in order to include that service in this plan. (C)

(b) The customer must accept the service on the original service date.

(c) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.12 Contract Tariff Option 11 (Cont'd)

(B) Eligible Services (N)

Plan F is an offering exclusively for new installations of the following IOTS services.

- 4-Channel Nodes, Primary or Expansion Customer Premises Nodes
- 4-Channel Nodes, Primary or Expansion Central Office Nodes
- 16-Channel Nodes, Primary or Expansion Customer Premises Nodes
- 16-Channel Nodes, Primary or Expansion Central Office Nodes
- Ring Mileage, Miles 1-20 and Miles 21 and Over
- Network Optimization, At-Node Amplification Devices and Mid-Span Amplification Devices
- Point-to-Point Optical Transport Channels
  - Protected and Unprotected Optical Transport Channels
  - Protected and Unprotected Multi-Port Optical Transport Channels (Multi-Port Facilities and Multi-Port Channels) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.12 Contract Tariff Option 11 (Cont'd)

(C) Serving Area (N)

The serving area of Plan F is comprised of the following MSAs. Wire centers for the MSAs are listed in Section 14.7 preceding.

New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Philadelphia PA-NJ	MSA #4
Lancaster PA	MSA #105
Washington DC-MD-VA	MSA #8
Huntington-Ashland WV-KY-OH	MSA #110
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Baltimore MD	MSA #14
Charleston WV	MSA #140
Norfolk-Virginia Beach-Portsmoth VA/NC a.k.a Norfolk	MSA #43
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA a.k.a Scranton	MSA#56
Lynchburg VA	MSA #203
Allentown-Bethlehem-Easton PA a.k.a Allentown	MSA #58
Altoona PA	MSA #225
Richmond VA	MSA #59
VINELAND-MILLVILLE-BRIDGETON NJ a.k.a. Vineland	MSA #228
Wilmington-Newark DE-MD	MSA #69
State College PA	MSA #259
Harrisburgh-Lebanon-Carlisle PA a.k.a Harrisburgh	MSA #84

Any additions or changes to the wire centers included in the MSAs listed above that occur after June 12, 2004 will apply and will be included in Plan F. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.12 Contract Tariff Option 11 (Cont'd)

(D) Description of Plan F

(1) Plan F offers an automatic additional discount on all eligible IOTS services ordered from Section 7.2.14(C)(4) preceding of this tariff that meet the conditions outlined in (A), (B), and (C) above. The discount will apply to new installations of IOTS rate elements (Nodes, Amplifiers, and Mileage). In addition, the discount will apply to new installations of Optical Transport Channels ordered during either the initial or second subscription period on any new or existing IOTS service. The additional discount will be applied to the monthly recurring rate elements associated with the options and categories listed in (B) above. The additional discount will not be applied to cross-connect services or to Collocated Interconnection arrangements. Application of the discount on Ring Mileage rate elements is limited to those instances where serving wire centers at each end of the mileage are within an MSA identified in (C) above. (C)

(2) The services and the associated rate elements may be ordered only on a term plan as allowed for IOTS as described in Section 7.2.14(C)(4) preceding.

(3) Under Plan F, the customer will receive a discount applied to the monthly recurring rate elements of the term plan in effect from time to time as described in Section 7.2.14(C)(4) preceding. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis or under Contract Tariff Option 6 preceding, service provided under Plan F is not eligible for any other circuit-specific service, term, or volume discount offered under other sections of this tariff.

- For any 3-year, 5-year, or 7 year term plan, the Plan F discount is 33%.

(4) Shared use as set forth in Section 5.2.8 preceding is allowed under Plan F; however, only the special access portion of a service is eligible to receive the Plan F discount.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.12 Contract Tariff Option 11 (Cont'd)

(E) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 7.2.14(C)(4) preceding, apply to the respective services subject to this Plan F:

(1) At the expiration of the initial term plan, if a new agreement for the service is not effective and the customer has not requested a discontinuance of the service in writing, the Telephone Company will automatically renew the service, and the discount of Plan F will automatically be extended for one additional term of equal length to the expiring term plan. The automatic extension will not apply if the customer notifies the Telephone Company within sixty (60) days after the expiration of the initial term that it wishes to select a new term plan or disconnect the service. Upon expiration of the renewal term of Plan F, the customer's rates will revert to the then current tariff rates for the same term.

(2) When service is disconnected prior to completing the minimum period, the Plan F discount is not used in calculating the minimum period charges for the remainder of the minimum period, and the customer shall be responsible for any cancellation charges and/or termination liabilities as set forth in Section 7.2.14(C)(4) preceding.

(3) With the exception of adding or removing a node to a Verizon Dedicated SONET Ring or an IOTS dedicated ring, replacements, rearrangements, or any other physical change to service under the Plan F will result in termination of the Plan F additional discount. The Plan F discount will not apply to any obligations or calculations of cancellation charges, termination liability, or charges applicable to the remaining minimum period obligation. (T)

(4) Only additional IOTS Optical Transport Channel rate elements may be added to an existing IOTS service or an IOTS service already under Plan F. Firm orders for such additional rate elements placed during either the initial or second subscription period will receive the discounts available under Plan F.

(5) Billing for Plan F will commence for all rate elements of the IOTS service simultaneously at the start of the 5-Year term plan. When such billing commences, billing will cease, without term liability, for the existing optical network service that is being replaced by the IOTS service.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.13 Contract Tariff Option 12

(A) Scope

(1) Contract Tariff Option 12, the New Connect Discount Plan G (Plan G), is an offering exclusively for new installations as set forth below of Verizon Dedicated SONET Ring (DSR) service, as set forth in Section 23.1 following, ordered during a specific period of time. (T) (T)

(2) The regulations, terms, and conditions provided in this Section 21.13 apply to all customers who order new services offered under Plan G in the applicable Metropolitan Statistical Areas (MSAs) during the specified subscription periods. The qualifying services are listed in (B) following, and the applicable MSAs are specified in (C) following.

(3) Customers who wish to subscribe to Plan F must do so during the following subscription periods. An initial subscription period begins on June 12, 2004 and ends on December 31, 2004 (initial subscription period). A second subscription period begins on January 1, 2005 and ends February 28, 2005 (second subscription period). In order for a service to be included in Plan G:

(a) An order for the new service must be placed during either the initial or second subscription period, and the service must be one of the services specified in (B) following. A new service can not be a service that was disconnected from another contract option, discount plan, or tariff arrangement and subsequently ordered under this plan in order to include that service in this plan.

(b) The customer must accept the service on the original service date.

(c) If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.13 Contract Tariff Option 12 (Cont'd)

(B) Eligible Services

(1) Plan G is an offering exclusively for new installations as described in (D)(1) below of the following DSR services. (T)

- Enhanced nodes (OC12, OC48, OC192)
- Non-enhanced nodes (OC3, OC12, OC48, OC192)
- Mileage (OC3, OC12, OC48, OC192)
- Ports (DS1, DS3, STS1, OC3/3c, OC12/12c, OC48/48c, GigE1, GigE3, GigE6, GigE9, GigE12, GigE24)

(C) Serving Area

The serving area of Plan G is comprised of the following MSAs. Wire centers for the MSAs are listed in Section 14.7 preceding.

New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Philadelphia PA-NJ	MSA #4
Lancaster PA	MSA #105
Washington DC-MD-VA	MSA #8
Huntington-Ashland WV-KY-OH	MSA #110
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Baltimore MD	MSA #14
Charleston WV	MSA #140
Norfolk-Virginia Beach-Portsmoth VA/NC a.k.a Norfolk	MSA #43
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA a.k.a Scranton	MSA#56
Lynchburg VA	MSA #203
Allentown-Bethlehem-Easton PA a.k.a Allentown	MSA #58
Altoona PA	MSA #225
Richmond VA	MSA #59
Vineland-Millville-Bridgeton NJ a.k.a. Vineland	MSA #228
Wilmington-Newark DE-MD	MSA #69
State College PA	MSA #259
Harrisburgh-Lebanon-Carlisle PA a.k.a Harrisburgh	MSA #84

Any additions or changes to the wire centers included in the MSAs listed above that occur after June 12, 2004 will apply and be included in Plan G.

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21. Contract Tariffs (Cont'd)

21.13 Contract Tariff Option 12 (Cont'd)

(D) Description of Plan G

(1) Plan G offers a discount as set forth in (D)(3) following on all eligible DSR services ordered from Section 23.1 following of this tariff that meet the conditions outlined in this Plan G. For the purchase of new DSR Ring arrangements, the Plan G discount will apply to DSR rate elements (Nodes, Ports, and Mileage). In addition, the discount will apply to new installations of DSR Ports ordered during either the initial or second subscription period on any new or existing DSR service. The Plan G discount will be applied to the monthly recurring rate elements associated with the options and categories listed in (B) above. Application of the discount on Ring Mileage rate elements is limited to those instances where serving wire centers at each end of the mileage is within an MSA identified in (C) above. (T)

(2) The services and the associated rate elements may only be ordered on a term plan as allowed for DSR and as described in Section 23.1 following. (T)

(3) Under Plan G, the customer will receive a discount, as set forth below, applied to the monthly recurring rate elements at the term plan and corresponding term plan rate then in effect as described in Section 23.1 following. Except for service provided under another contract tariff in this Section 21 for which minimum billed revenue is measured on a contract level basis or a term plan as described in Section 23.1 following, service subscribed to under Plan G is not eligible for any other service, term, or volume discount offered under this tariff. (T)

- For any 3-year or 5-year term plan, the Plan G discount is 20%.
- For any 7 year term plan, the Plan G discount is 10%.

(4) Shared use as set forth in Section 5.2.8 preceding is allowed under Plan G; however, only the special access portion of a service is eligible to receive the Plan G discount.

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21. Contract Tariffs (Cont'd)

21.13 Contract Tariff Option 12 (Cont'd)

(E) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following, apply to the respective services subject to this Plan G: (T)

(1) For service ordered with a term plan under Plan G, the Plan G discount expires at the end of the initial term.

(2) When service is disconnected prior to completing the minimum period, the Plan G discount is not used in calculating the minimum period charges for the remainder of the minimum period, and the customer shall be responsible for any cancellation charges and/or termination liabilities as set forth in Section 23.1 following. (T)

(3) Replacements, rearrangements, or any other physical change to service under the Plan G will result in termination of the Plan G discount, with the exception of adding or removing a node and ports to DSR. The Plan G discount will not apply to any obligations or calculations of cancellation charges, termination liability, or charges applicable to the remaining minimum period obligation. (T)

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

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21. Contract Tariffs (Cont'd)

21.14 Contract Tariff Option 13

21.14.1 Scope

Contract Tariff Option 13 (Option 13) is an offering exclusively for agencies and branches of the Federal Government (hereinafter "customer" in this Contract Tariff Option 13) who subscribe to three (3) OC192 Special Access Verizon Dedicated SONET Rings (DSRs) and one IntelliLight Optical Transport Service (IOTS) within the Metropolitan Statistical Areas (MSAs) specified in 21.14.2 following. (T) (T)

21.14.2 General

(A) A customer subscribes to Contract Tariff Option 13 by submitting an order for service using an ordering procedure designated by the Telephone Company no later than thirty (30) days following the effective date of this Contract Tariff Option 13 (i.e., the subscription period).

(B) The customer must subscribe to three (3) newly installed OC192 DSR services and one (1) newly installed IOTS within the following MSAs: (T)

Washington DC-MD-VA MSA (T)
Harrisburgh-Lebanon-Carlisle PA MSA (T)

(C) Except as otherwise specified in this Contract Tariff Option 13, the terms and conditions, minimum periods, and termination liability for DSR in Section 23.1 following and IOTS in Section 7.2.14(C)(4) preceding apply. Any other work, services, or facilities required will be provided subject to applicable rates, terms, and conditions in other sections of this tariff. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.14 Contract Tariff Option 13 (Cont'd)

21.14.3 Terms and Conditions

(A) The customer subscribes to this Contract Tariff Option 13 for a period of five (5) years.

(B) The rates and charges for DSR under this Contract Tariff Option 13 are set forth in 21.14.4(A) following. The rates and charges for IOTS under this Contract Tariff Option 13 are set forth in 21.14.4(B) following. The rates and charges for all other DSR port options and optional features and the rates and charges for all other IOTS nodes, network optimization, and optical transport channel options are set forth in Sections 23.1 following and 7.5.24 preceding, respectively. The rates and charges for other services connecting to DSR and IOTS are the rates and charges specified for the specific type of service as set forth in other sections of this tariff. (T)

(C) The customer may add additional nodes, ports, and optical transport channels at any time during the term of this Option 13. Additions of nodes, ports, and optical transport channels included in this Option 13 are subject to the terms and conditions of this Contract Tariff Option 13, including the rates and charges specified in 21.14.4 following. All other additions to DSR and IOTS services that are not included in this Option 13 are subject to the rates and charges set forth in Sections 23.1 following and 7.5.24 preceding, respectively. (T)

(D) Nodes, network optimization, DSR ports, and IOTS Optical Transport channels are subject to nonrecurring charges on an initial and subsequent basis. The application of rates and charges for all other rate elements associated with DSR and IOTS are set forth in Sections 23.1 following and 7.2.14(C)(4), preceding respectively. (T)

(E) Except as specified in (G) following, a customer subscribing to Contract Tariff Option 13 may not subscribe to any other discount plan, Contract Tariff Option, Individual Case Basis (ICB) arrangement, specialized service arrangement, or other promotional offering offered by the Telephone Company under this tariff for DSR and IOTS ordered pursuant to this Contract Tariff Option 13. (T)

(F) Upon expiration of the term of this Contract Tariff Option 13, the terms and conditions set forth for DSR and IOTS are set forth in Sections 23.1 following and 7.2.14(C)(4) preceding, respectively, apply. (T)

(G) Upon receiving a bona fide request to connect OC192 DSR to an equal speed IOTS optical transport channel, the Telephone Company will analyze the request for such a configuration and, if considered and accepted by the Telephone Company, file such revisions on a general or individual case basis accordingly. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.14 Contract Tariff Option 13 (Cont'd)

21.14.4 Rates and Charges

(A) Rates and charges for DSR (T)

Rate Element	Monthly Rate	Nonrecurring Charge
OC192 Enhanced Node, each	$8,050.00	
Initial Installation		None
Subsequent Installation		$50.00
OC192 Ring Mileage, per mile		
- Harrisburg-Lebanon-Carlisle PA MSA	895.30	
- All other MSAs	630.00	
Ports		
- OC3 port at OC192 Node, each	175.00	
Initial Installation		None
Subsequent Installation		50.00
- OC12 port at OC192 Node, each		
Harrisburg-Lebanon-Carlisle PA MSA	449.40	
Initial Installation		None
Subsequent Installation		50.00
All Other MSAs	350.00	
Initial Installation		None
Subsequent Installation		50.00
- OC48 port at OC192 Node, each		
Harrisburg-Lebanon-Carlisle PA MSA	980.00	
Initial Installation		None
Subsequent Installation		50.00
All Other MSAs	840.00	
Initial Installation		None
Subsequent Installation		50.00

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21. Contract Tariffs (Cont'd)

21.14 Contract Tariff Option 13 (Cont'd)

21.14.4 Rates and Charges

(B) Rates and charges for IOTS (N)

Rate Element	Monthly Rate	Nonrecurring Charge
16 Channel Primary Node, each	$4,550.00	
Initial Installation		$ 1.00
Subsequent Installation		50.00
16 Channel Expansion Node, each	4,550.00	
Initial Installation		1.00
Subsequent Installation		50.00
Network Optimization, per device		
- At Node	1,855.00	
Initial Installation		1.00
Subsequent Installation		50.00
- Mid Span	1,960.00	
Initial Installation		1.00
Subsequent Installation		50.00
Ring Mileage, per mile		
- Miles 1-20	447.30	
- Miles 21 and Over	210.00	
OC48 Optical Transport Channel, each	1,505.00	
Initial Installation		1.00
Subsequent Installation		50.00
OC12 Optical Transport Channel, each	700.00	
Initial Installation		1.00
Subsequent Installation		50.00 (N)

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21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (N)

(A) Scope

Contract Tariff Option 14 is an offering exclusively for new installations of Special Access High Capacity 1.544 Mbps (DS1) and 44.736 Mbps (DS3) Services ordered during a specific time period (subscription period) and connecting a premises in New Jersey to a premises or a wire center hub in New York, with both premises located within the New Jersey and New York Corridor (NJ/NY Corridor).

The regulations, terms and conditions provided in this Section 21.15 apply to customers who subscribe to Contract Tariff Option 14 during the subscription period specified in (B)(2) following. The wire centers of the NJ/NY Corridor are within the New York Metropolitan LATA and the North Jersey LATA, collectively within the New York NY Metropolitan Statistical Area (MSA). The specific wire centers of the MSA that are included in Contract Tariff Option 14 are specified in (C) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd) (N)

(B) General

(1) DS1 and DS3 services may be ordered under Contract Tariff Option 14 on a month-to-month basis or for a term plan of 3 or 5 years. This Contract Tariff Option 14 is applicable to newly installed DS1 or DS3 services ordered during the subscription period specified in (2) following.

(2) The subscription period during which the customer may subscribe to Contract Tariff Option 14 begins on June 12, 2004 and ends September 10, 2004. In order for a service to be included in Contract Tariff Option 14:

(a) A new service cannot be a service that was disconnected from another contract tariff option, discount plan, or tariff arrangement and subsequently ordered under this plan in order to include that service in this plan.

(b) The written request for service must be signed by an authorized representative of the customer and must specify the term option as either month-to-month, 3 years or 5 years.

(c) A confirmed due date for installation of DS1 and DS3 services ordered during the subscription period must be (1) within sixty (60) days of the date of ordering or (2) in accordance with a negotiated schedule of service dates requested by the customer and agreed to by the Telephone Company. Failure to accept service on the confirmed due date will result in cancellation of the order and the application of cancellation charges in accordance with Section 5.2 preceding, except when such failure to accept service is due to the Telephone Company's failure to provide service on the confirmed due date. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd) (N)

(C) Serving Area for Contract Tariff Option 14

The serving area of Contract Tariff Option 14 is comprised of the following Telephone Company wire centers which are within the New York NY Metropolitan Statistical Area.

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

(N

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21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd)

(C) Serving Area for Contract Tariff Option 14 (Cont'd) (N)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

The above Telephone Company wire centers in the New York NY MSA are in effect as of the effective date of this Contract Tariff Option 14. Any additions of, or changes to, Telephone Company MSAs, including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff that occur after June 12, 2004, will apply. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd)

(D) Terms and Conditions (N)

Unless superceded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 7.2.9 preceding, apply to the respective services ordered under this Contract Tariff Option 14.

(1) DS1 and DS3 services may be ordered under this Contract Tariff Option 14 during the subscription period on a month-to-month basis or as a 3 or 5-year term plan.

(2) The minimum periods for DS1 and DS3 services ordered under this Contract Tariff Option 14 are the same minimum periods that apply for DS1 and DS3 services specified in other sections of this tariff.

(3) Except as specified in (4) following, termination liability charges apply if service under this Contract Tariff Option 14 is disconnected in full or in part prior to the end of one year on a 3-year term plan or three years on a 5-year term plan. The termination liability charge applies as follows:

- For disconnects on or prior to the end of the minimum period and prior to the end of the first year on a 3-year plan or prior to the end of the third year on a 5-year plan, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof remaining between the end of the minimum period and the end of the first or third year, respectively.

- For disconnects after the end of the minimum period but prior to the end of the first year on a 3-year plan or prior to the end of the third year on a 5-year plan, the termination liability charge is 50% of the applicable monthly rates for each month and fraction thereof remaining between the date of termination and the end of the first or third year, respectively.

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd)

(D) Terms and Conditions (Cont'd)

(4) Termination liability will not apply if a customer changes from a 3-year term plan to a 5-year term plan. Time-in-service credit on the shorter plan will be granted on a month-for-month basis towards the term of the longer plan. The term plan rate for the longer plan shall commence effective with the first bill date following the order to change to a longer plan. No credit will be applied to the monthly rates previously billed for the shorter plan. (N)

(5) Replacements, rearrangements, upgrades or any other physical change to service provided under this Contract Tariff Option 14 will constitute termination of the existing service under this Contract Tariff Option 14 and installation of service as offered under other sections of this tariff. Termination liability charges apply as set forth in (D)(3) preceding unless all of the following conditions are met:

- The customer orders new DS1, DS3 or higher bandwidth service to replace the terminated service.
- The commitment period of the new service commences with the installation of the new service.
- The replacing service is provided under an equal or longer term (as offered under other sections of this tariff) than the terminated service.
- The new service is provided between the same customer and/or Company locations as the service being replaced.

The customer remains responsible for satisfying any outstanding minimum period obligations on the terminated service. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd) (N)

(D) Terms and Conditions (Cont'd)

(6) Upon expiration of the initial term, customers subscribing to Contract Tariff Option 14 may renew their subscription for one additional term of 3 or 5 years. Only one additional subscription is allowed. Upon expiration of the initial term, the customer may also convert service under this Contract Tariff Option 14 to any other payment option offered for the applicable service under other sections of this tariff, or may discontinue the service. If the customer does not notify the Telephone Company of its election prior to expiration of the initial term plan, the customer's initial term plan will be automatically renewed upon expiration. The renewed plan will have a term equal to that of the original plan, and the plan will be considered new. Only one automatic renewal will occur. The customer may cancel the renewed plan within the first sixty (60) days of the date of automatic renewal without termination liability. Except as set forth in (D)(4) preceding, cancellation after that date will incur termination liability.

All rates and charges for services ordered during the subscription period under this Contract Tariff Option 14, whether month-to-month or in a term plan, will expire no later than September 10, 2014.

Upon final expiration of the term of service under this Contract Tariff Option 14, the customer may continue with service under any other payment plan offered in other sections of this tariff or may discontinue service without termination liability. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd) (N)

(E) Application of Rates and Charges

For each DS1 or DS3 Service under this Contract Tariff Option 14, a Corridor Channel Termination shall apply for the New Jersey portion of the service and a Corridor Channel Termination shall apply for the New York portion of the service.

The Corridor Channel Termination provides the communications path from the customer's designated premises to the interconnection point between the facilities of the two Exchange Telephone Companies. Each Exchange Telephone Company shall bill its channel termination in accordance with the regulations set forth in Section 2.4.7 preceding of this tariff.

Optional features and functions or Basic Service Elements (BSEs) applicable to High Capacity DS1 and DS3 will be provided in accordance with the regulations set forth in Section 7.2.9(D) preceding. These optional features and functions or BSEs are provided under the rates set forth in Section 7.5.9(C) preceding.

Except when allowed under another contract tariff option in this Section 21, the DS1 and DS3 Services provided under this Contract Tariff Option 14 are not eligible for any other contract tariff option or service, term or volume discount offered in this and other sections of this tariff.

Shared use as set forth in Section 5.2.8 preceding of this tariff is not allowed on services ordered under this Contract Tariff Option 14.

Rates and charges for these services are set forth in (F) following of this tariff.

(N)

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21. Contract Tariffs (Cont'd)

21.15 Contract Tariff Option 14 (Cont'd) (N)

(F) Rates and Charges

Rates apply per Corridor Channel Termination. The following rates apply in all price bands as determined in Section 14.7 preceding.

Service	USOC	Monthly Rate	Nonrecurring Charge
DS1 Corridor CT			
- Month-to-month	-----	$ 425.00	None
- 3 Year	-----	200.00	None
- 5 Year	-----	200.00	None
DS3 Corridor CT			
- Month-to-month	-----	$2,750.00	None
- 3 Year	-----	2,050.00	None
- 5 Year	-----	2,050.00	None (N)

21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15

(A) Scope

Contract Tariff Option 15, (Option 15) is an offering exclusively for customers with two (2) existing and separate Special Access Verizon Dedicated SONET Ring services (DSR) that have been installed and operational for at least five (5) years, and who replace such services with two (2) new DSRs equipped with enhanced nodes under this Option 15. The customer will receive discounts Under Option 15, as set forth in Section (C) following. (T) (T)

(B) Eligibility

To be eligible for Option 15, the following criteria must be met:

(1) The customer must subscribe to two (2) new DSRs with enhanced nodes under Section 23.1 following, and the nodes must be located at the same customer designated premises and Telephone Company wire centers as the DSR nodes on the existing services being replaced. (T) (T) (T)

(2) The customer must subscribe to the new DSRs during the subscription period that begins on June 12, 2004 and ends July 12, 2004. A customer subscribes to Option 15 by submitting a written or electronic order to the Telephone Company for each new DSR authorizing construction of the new DSR to commence. The written or electronic order provided to the Telephone Company must be signed by an authorized representative of the customer and must include the components specified in (5) following. (T) (T) (T)

(3) Each new DSR must have a service period of sixty-six (66) months. The service period of each new DSR shall commence upon notification that construction of that new DSR is complete, and the customer issues the required Access Service Request to commence billing in accordance with Section 5.2 preceding. When such new DSR billing commences, the Telephone Company will stop billing, without termination liability, for the existing DSR. (T) (T) (T) (T) (T)

(4) One of the new DSR must be within the Pittsburgh PA Metropolitan Statistical Area (MSA), and one must be within the Washington DC-MD-VA MSA. Wire centers for these MSAs are listed in Section 14.7 preceding. Any additions or changes to the wire centers included in these MSAs that occur after June 12, 2004 will apply and be included in Option 15. (T)

21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15 (Cont'd)

(B) Eligibility (Cont'd)

(5) The new DSRs must be equipped with enhanced nodes and configured with the following components: (T)

Pittsburgh PA MSA	Washington DC-MD-VA MSA
10 - 15 Enhanced OC12 Nodes	3 - 8 Enhanced OC12 Nodes
55 - 65 OC12 Total Ring Miles	5 - 20 OC12 Total Ring Miles
160 - 200 DS1 Ports	22 - 40 DS1 Ports
4 - 8 DS3 Ports	3 - 8 DS3 Ports

(6) The customer must meet a minimum revenue commitment (MRC) of at least $4,000,000 that is generated by the new DSRs during the (T)
service period. The MRC is inclusive of the monthly recurring
charges for all enhanced DSR nodes, ring mileage, and ports (T)
associated with the two (2) new DSRs, excluding any state, local, (T)
and federal taxes and surcharges as they may apply. If the
customer terminates all or any portion of the new DSR during the (T)
service period, the Telephone Company will compare the customer's
projected actual revenue (Actual Revenue) under this Option 15 to
the MRC for purposes of calculating termination liability as set
forth in (E) following.

(C) Terms and Conditions

All terms and conditions, including termination liability and
minimum periods, as stated in Section 23.1 following, apply to (T)
service under Option 15, except for the terms and conditions
specified under this Option 15.

(1) Option 15 offers discounts on all new DSR enhanced nodes, ring (T)
mileage, and port rate elements ordered from Section 23.1 (T)
following of this tariff that meet the conditions outlined in (A) (T)
and (B) preceding.

(2) The discounts under Option 15 are: forty-four percent (44%) for
the first six (6) months of the service period on the new DSR in (T)
the Pittsburgh PA MSA, and twenty percent (20%) for the next sixty
(60) months of the service period on the new DSR in the Pittsburgh (T)
PA MSA; and twenty percent (20%) for the sixty-six (66) month
service period on the new DSR in the Washington DC-MD-VA MSA. The (T)
foregoing discounts will be applied to the applicable monthly
recurring rate elements then in effect as described in Section
23.1 following. (T)

(3) Shared use as set forth in Section 5.2.8 preceding is allowed
under Option 15. However, only the Special Access portion of a
service is eligible to receive the Option 15 discount.

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21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15 (Cont'd) (N)

(C) Terms and Conditions (Cont'd)

(4) The Option 15 discounts will terminate upon expiration of the service period. At the end of the service period, the customer has the following options:

(a) Disconnect service upon written notification to the Telephone Company;

(b) Continue with the service at the applicable five (5) year rate without the application of the discounts afforded under this Option 15; or

(c) Subscribe to any then-offered contract tariff option for which the customer is eligible.

(5) Replacements, rearrangements, upgrades, or any other physical change to service under Option 15 will result in termination of the Option 15 discounts. The Option 15 discounts will not apply to any obligations of termination liability or to charges applicable to the remaining minimum period obligation.

(6) Cancellation charges as set forth in Section 5.2 preceding apply if an order for service is cancelled in whole or in part under this Option 15. (N)

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21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15 (Cont'd) (N)

(D) Business Downturn

In the event the customer, despite reasonable efforts, is unable to meet the MRC under this Option 15, and such inability is the result solely of either of the following: (i) divestiture, merger, sale, or other disposition of a subsidiary, division, or other significant business unit; or (ii) consolidation of business operations or reduction in the number of employees ("Business Downturn"), and the customer terminates portions of the service affected by the Business Downturn, the customer will pay reduced termination liability as set forth in (E)(1) following. In order for reduced termination liability to apply, the customer must first give the Telephone Company prior written notice of the Business Downturn. Business Downturn allowances shall not apply to any reduction in service resulting from the customer's use of substitute products or services that are provided by any party other than the Telephone Company, including outsourcing by the customer to third parties. The customer will continue to pay the applicable monthly recurring rates as set forth in this Option 15 for those elements of service not affected by the Business Downturn. (N)

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21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15 (Cont'd)

(E) Termination Liability

(1) Termination liability applies in accordance with the terms and conditions stated in Section 23.1 following. When the termination liability applies, the discounts provided under Option 15 will not apply and will be excluded from the calculation of termination liability. If service is disconnected prior to completing the minimum period for the new DSRs, the Option 15 discounts are not used in calculating applicable minimum period charges. (T) (T)

(2) Termination Liability with Business Downturn

(a) Except as set forth in (3) following, if the new DSR or any portion of the new DSR is terminated prior to expiration of the service period for a Business Downturn as set forth in (D) preceding, the customer will pay termination liability equal to a percentage of the non-discounted five (5) year rate as set forth in Section 23.1 following multiplied by the number of rate elements terminated, multiplied by the number of months remaining in the service period. The percentage applied to termination liability is dependent on the year of the service period in which the termination occurs as follows: (T) (T) (T)

Year of Service Period	Percentage Applied
Year 1	75%
Year 2	50%
Years 3 through 5	10%

(b) Terminations of service resulting from a Business Downturn shall not be subtracted from the customer's projected Actual Revenue.

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21. Contract Tariffs (Cont'd)

21.16 Contract Tariff Option 15 (Cont'd)

(E) Termination Liability (Cont'd)

(3) Termination without Business Downturn

(a) If the new DSR or any portion of the new DSR is terminated prior to expiration of the service period for any reason other than a Business Downturn as set forth in (D) preceding, the customer will pay termination liability equal to a percentage of the non-discounted five (5) year rate as set forth in Section 23.1 following multiplied by the number of rate elements terminated, multiplied by the number of months remaining in the service period. The percentage applied to termination liability is dependent on the year of the service period in which the termination occurs as follows: (T) (T) (T)

Year of Service Period	Percentage Applied
Years 1 through 2	100%
Years 3 through 5	25%

(b) Terminations of service not resulting from a Business Downturn shall be subtracted from the customer's projected Actual Revenue for the remainder of the service period. If, after such subtraction, the customer's total projected actual revenue under this Option 15 is less than the customer's MRC specified in (D) preceding, then the customer will pay termination liability as set forth in this section (E)(3) for all subsequent terminations of service, whether or not caused by a Business Downturn.

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21. Contract Tariffs (Cont'd)

21.17 Contract Tariff Option 16 (N)

21.17.1 Scope

Contract Tariff Option 16 (Option 16) is an offering exclusively for customers subscribing to new IntelliLight Entrance Facility (IEF) Special Access Services at fifteen (15) or more different customer designated premises within the Metropolitan Statistical Areas (MSAs) of this tariff and of those specified in the Telephone Company's Tariff F.C.C. No. 11. (x)

21.17.2 General

(A) A customer subscribes to Option 16 by submitting an order for service using an ordering procedure designated by the Telephone Company during the first sixty (60) days following the effective date of this Option 16 (i.e., the subscription period).

(B) The customer must subscribe to a minimum of fifteen (15) new IEF systems with each system configured to include a Fractional OC48 Interface and twelve (12) or more STS1 Terminations. Connection of other access services to IEF systems is described in Section 7.2.15 preceding. Under this Option 16, STS1/51.84 Mbps Termination with a Fractional OC48 Interface IEF system shall be referred to as "STS1 Terminations."

(D) Except as otherwise provided for in this Option 16, the terms and conditions for IEF in Section 7.2.15 preceding apply. Other services required to provide IEF (for example, special construction) will be provided in accordance with the rates and regulations in this tariff and/or other interstate Telephone Company tariffs.

21.17.3 Serving Area

The serving area of the Option 16 is comprised of the Phase I and Phase II MSAs under this tariff and of those specified in the Telephone Company's Tariff F.C.C. No. 11. Wire centers for the Phase II MSAs specified in this tariff are listed in Section 14.7 preceding. Any additions of, or changes to, Telephone Company MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff) that occur during the service commitment period of this Option 16 will apply. (x) (N)

(x) Issued under authority of Special Permission No. 04-043 of the Federal Communications Commission

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21. Contract Tariffs (Cont'd)

21.17 Contract Tariff Option 16 (Cont'd)

21.17.4 Terms and Conditions (N)

(A) An order for the new IEF service must be placed during the subscription period. A new service can not be a service that was disconnected from another contract option, discount plan, or tariff arrangement and subsequently ordered under this option in order to include that service in this option.

(B) Except as otherwise set forth below, the service commitment period for IEF services purchased under this Option 16 is six (6) months. Prior to, or upon expiration of, the service period, the customer must choose one (1) of the following options. The customer must also provide written notification to the Telephone Company at least thirty (30) days prior to the expiration of the service period indicating its election of one of the options set forth below.

(1) Terminate this Option 16 and simultaneously subscribe to another then effective Contract Tariff Option for IEF service offered by the Telephone Company under this tariff (New Option). No termination liability, as set forth in Section 7.2.15 preceding, nor any minimum period obligation as set forth in 21.17.4(C) following and Section 7.2.15 preceding will be assessed by the Telephone Company for such termination. All terms and conditions of the New Option shall apply to such IEF services, including termination liability, as set forth in such New Option.

(2) Terminate this Option 16 and all services purchased pursuant to this Option 16. No termination liability, as set forth in Section 7.2.15 preceding, will be assessed by the Telephone Company for such termination. Minimum period obligations shall apply as set forth in Section 7.2.15 preceding.

(3) Elect to extend this Option 16 for a five (5) year service period. If the customer elects this option, the service period for all services subscribed to under this Option 16 shall be deemed to commence upon its initial subscription to this Option 16. The customer will continue receiving the IEF rate set forth in this Option 16 in 21.17.5 following until the expiration of the five (5) year service period. All other provisions of IEF service, including termination liability, as set forth in Section 7.2.15 preceding, will continue to apply. Minimum period obligations shall apply as set forth in Section 21.17.4(C) following. (N)

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21. Contract Tariffs (Cont'd)

21.17 Contract Tariff Option 16 (Cont'd)

21.17.4 Terms and Conditions (Cont'd)

(C) IEF services provided under this Option 16 are subject to a six (6) month minimum period which applies in lieu of the minimum period specified in Section 7.2.15 preceding. In any given month during the service period, if the customer fails to maintain a minimum of twelve (12) STS1 Terminations per system, the six (6) month minimum period does not apply to the services during such month, and the minimum period obligation set forth in Section 7.2.15 preceding shall apply in lieu thereof. If a customer subsequently returns to the minimum of twelve (12) STS1 Terminations per system in a subsequent month, the six (6) month period obligation shall again apply to the services. The applicable minimum period obligations shall apply in addition to any applicable termination liability as set forth in Section 7.2.15 preceding. (N)

(D) The rates and charges set forth in 21.17.5 following apply on a recurring monthly basis for each STS1 Termination.

(E) During the service period, the customer must maintain a minimum of twelve (12) STS1 Terminations per system. In any month where the customer fails to maintain a minimum of twelve (12) STS1 Terminations on one or more IEF systems, the rate per in-service STS1 Termination on the affected IEF system(s) for that month will be the monthly rate per STS1 Termination as set forth in Section 7.5.21 preceding in lieu of the rate per STS1 Termination set forth in 21.17.5 following.

(F) Additional IEF systems may be ordered subsequent to the subscription period of this Option 16 subject to the terms and conditions if this Option 16. Each additional IEF system must include a Fractional OC48 Interface and twelve (12) or more STS1 Terminations.

(G) With the exceptions of subscribing to 21.17.4(B)(1) above, a Commitment Discount Plan (CDP), or a Contract Tariff Option which provides a credit or discount based upon the achievement of certain Total Billed Revenue as set forth in this tariff, a customer subscribing to Option 16 may not subscribe to any other discount plan, Contract Tariff Option, Individual Case Basis (ICB) arrangement, specialized service arrangement, or other promotional offering offered by the Telephone Company under this tariff for IEF services ordered pursuant to this Option 16.

(H) Upon expiration of the service period set forth in 21.17.4(B) preceding, the terms and conditions set forth in Section 7.2.15 preceding will apply. (N)

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21. Contract Tariffs (Cont'd)

21.17 Contract Tariff Option 16 (Cont'd)

21.17.5 Rates and Charges (N)

The following rates apply in all MSAs under this tariff.

	Monthly Rate	Nonrecurring Charge
Per STS1/51.84 Mbps Termination with a Fractional IEF OC48 IEF System*		
12	$343.33	$1.00
13	342.41	1.00
14	340.58	1.00
15	338.74	1.00
16	337.82	1.00
17	335.99	1.00
18	334.15	1.00
19	333.23	1.00
20	331.40	1.00
21	329.56	1.00
22	327.73	1.00
23	326.81	1.00
24	324.97	1.00
25	323.14	1.00
26	322.22	1.00
27	320.38	1.00
28	318.55	1.00
29	317.63	1.00
30	315.79	1.00
31	313.96	1.00
32	312.12	1.00
33	311.20	1.00
34	309.37	1.00
35	307.53	1.00
36	306.61	1.00
37	304.78	1.00
38	302.94	1.00
39	300.19	1.00
40	296.51	1.00
41	292.84	1.00
42	289.17	1.00
43	285.50	1.00
44	280.91	1.00
45	277.24	1.00
46	273.56	1.00
47	269.89	1.00
48 and over	265.30	1.00

* Interface sold separately under Section 7.5.21 preceding (N)

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21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17

(A) Scope

(1) Contract Tariff Option 17 (Option 17) is an offering for new installations of Special Access Verizon Dedicated SONET Ring (DSR) service, as set forth in Section 23.1 following. Switched Access DSR rate elements, as set forth in Section 23.1 following, are not eligible to receive the Option 17 discount. (T) (T) (T)

(2) The regulations, terms, and conditions provided in this Section 21.18 apply to all customers who order new DSR services offered under Option 17 in the applicable Metropolitan Statistical Areas (MSAs) during the specified subscription period set forth below. (T)

(B) Eligible Services

Option 17 is an offering exclusively for new installations, as described in this Option 17, of the following DSR services, as set forth in Section 23.1 following. (T) (T)

- OC48 or OC192 Enhanced Nodes
- OC48 or OC192 Ring Transport (Mileage between Enhanced Nodes)

(C) Serving Area

(1) The serving area of Option 17 is comprised of the following MSAs.

New York NY
New Brunswick-Perth Amboy-Sayerville NJ

(2) The wire centers within the New York NY MSA are listed in Section 14.7 preceding. The wire centers within the New Brunswick-Perth Amboy-Sayerville NJ MSA are listed in (4) following. The wire centers that comprise the New York and New Jersey Corridor are listed in (5) following.

(3) Any additions or changes to the wire centers included in the MSAs listed above that occur after will apply and be included in Option 17.

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21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17 (Cont'd)

(C) Serving Area (Cont'd)

(4) The following Telephone Company wire centers comprise the New Brunswick-Perth Amboy-Sayerville NJ MSA: (N)

New York Wire Centers

MNTKNYMT

New Jersey Wire Centers

BWTWNJBT	JMBGNJJA	PSWYNJPI
CARTNJCA	MNJTNJ01	RHWYNJRA
DNLNNJDU	SORVNJSR	EDSNNJED
PAMBNJPM	SPWDNJSW	FNPKNJFP
PRPLNJPA	SYRVNJSA	FRDSNJFR
PSWYNJAL	WDBRNJWD	

(5) The following Telephone Company wire centers of the New York NY MSA comprise the geographic area of the New York and New Jersey Corridor:

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	(N)

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21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17 (Cont'd)

(C) Serving Area (Cont'd)

(5) (Cont'd)

New Jersey Wire Centers (N)

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(N)

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21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17 (Cont'd)

(D) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 17.

(1) Customers who wish to subscribe to Option 17 must do so by submitting a written authorization in a manner designated by the Telephone Company during the subscription period, which begins on September 4, 2004 and ends November 3, 2004 (the Subscription Period).

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company.

(3) A new service cannot be a service that was disconnected from another contract option, discount plan, or tariff arrangement in order to include that service in this plan.

(4) The customer must purchase a minimum of four (4) DSR OC48 or OC192 Enhanced Nodes and up to a maximum of twenty-two (22) DSR OC48 or OC192 Enhanced Nodes. All of the Enhanced Nodes must be within the MSAs listed in (C) above, and at least twenty-five percent (25%) of the Enhanced Nodes on any individual ring must be served by wire centers that are located within the New York and New Jersey Corridor, as set forth in (C)(5) preceding. (T) (T)

(a) When calculating the minimum number of nodes, always round up to the next node when the calculation results in a fraction of a node. For example, 25% of a seven (7) node ring would require 1.75 or a minimum of two (2) nodes that must be served by wire centers that are within the New York and New Jersey Corridor. Wire centers that are within the New York and New Jersey Corridor are listed in (C)(5) preceding.

(5) The customer must agree to a service period of sixty-three (63) months for DSR Enhanced Nodes and Ring Transport under this Option 17. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17 (Cont'd)

(E) Description of Option 17

(1) Option 17 offers a discount as set forth in (E)(2) following on all eligible DSR services that meet the conditions outlined in this Option 17. For the purchase of new DSR services, the Option 17 discount will apply to DSR monthly recurring rate elements (Enhanced Nodes and Ring Transport). Application of the discount on Ring Transport rate elements is limited to those instances where the wire centers serving the Enhanced Nodes are within an MSA identified in (C) above. (T) (T) (T)

(2) Under Option 17, the following discounted rates will apply in all price bands and all rate zones, as applicable.

Rate Element	MRC	NRC
Enhanced OC48 Node	$3,222.80	None
Enhanced OC192Node	6,440.00	None
OC48 Ring Transport	447.30	None
OC192 Ring Transport	895.30	None

(3) Except for service provided under another contract tariff in this Section 21 for which minimum revenue or total revenue is measured on a contract level basis, or a term plan as described in Section 23.1 following, service subscribed to under Option 17 is not eligible for any other service, term, or volume discount offered under this tariff. (T)

(4) Shared use as set forth in Section 5.2.8 preceding is allowed under Option 17; however, only the special access portion of a service is eligible to receive the Option 17 discount.

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21. Contract Tariffs (Cont'd)

21.18 Contract Tariff Option 17 (Cont'd)

(F) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions including termination liability and minimum periods, as stated in Section 23.1 following, apply to the DSR services subject to this Option 17. (T)

(1) At the expiration of the sixty three (63) month service period, the customer must choose one of the following options.

(i) disconnect service;

(ii) elect any then effective term plan or contract tariff option applicable to DSR; or (T)

(iii) continue with service at the rates set forth in (E)(2) preceding on a month-to-month basis.

(a) When (iii) is selected, or if the customer does not make a choice, the rates set forth in (E)(2) preceding will continue to apply until an election of (i) or (ii) is made, or until the first bill period after December 31, 2015, whichever occurs first.

(2) The Option 17 discount will not apply to any obligations or calculations involving cancellation charges, minimum periods, or termination liability. The customer shall be responsible for any cancellation charges, minimum period obligations, and/or termination liabilities as set forth in Section 23.1 following. (T)

(3) If the new DSR, or any portion of the new DSR, is terminated prior to expiration of the service period, termination liability applies as follows. (T)

(a) When service is disconnected within the first twenty-four (24) months of the service period, termination liability is equal to one hundred percent (100%) of the five (5) year term plan rate specified in Section 23.1 following multiplied by the number of rate elements terminated, and the resulting amount is multiplied by the number of months remaining in the service period. (T)

(b) When service is disconnected after the first twenty-four (24) months of the service period [month twenty-five (25) through month sixty-three (63)], termination liability is equal to twenty-five percent (25%) of the five (5) year term plan rate specified in Section 23.1 following multiplied by the number of rate elements terminated, and the resulting amount is multiplied by the number of months remaining in the service period. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (N)

(A) Scope

Contract Tariff Option 18 (**Option 18**) is offered for a service commitment period of one (1) year and provides a customer with a one-time credit when it meets certain total billed revenue (**TBR**) thresholds set forth in (B)(2) following for the Qualifying Services set forth in (E)(1) following (**TBR for Qualifying Services**). Calculation of TBR for Qualifying Services shall be in accordance with the terms of this Option 18.

(B) Eligibility

The customer must meet all of the following eligibility criteria in order to be eligible for subscription to Option 18.

(1) During the twelve (12) month period prior to commencement of the Service Period (set forth in (C) following), the customer must have achieved both:

(a) a minimum of $235,000,000 (**$235M**) in billed revenue for all Qualifying Services as set forth in (E)(1) following purchased by the customer from the Telephone Company; and

(b) a minimum of $101,500,000 (**$101.5M**) in billed revenue in Qualifying Facility Management Services (**Qualifying FMS**) as described in (E)(1) following. The TBR for Qualifying Services, as described in (1)(a) above, must include the TBR for Qualifying FMS as set forth in (B)(1)(b).

(2) During the Service Period set forth in (C) following, the customer must achieve both:

(a) A TBR for Qualifying Services, as defined in (E) following, of not less than $235M and no more than $300,000,000 (**$300M**); and

(b) A minimum TBR for Qualifying FMS, as described in (E) following, of not less than $101.5M. The TBR for Qualifying Services, as described in (2)(a) above, must include the TBR for Qualifying FMS set forth in this (B)(2)(b). (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) However, in order to receive any Billing Credit, as defined in (E)(2)(a) following, the customer must achieve both:

(a) a minimum TBR of at least $255,000,000 (**$255M**) of Qualifying Services; and

(b) a minimum TBR of at least $101.5M of Qualifying FMS during the Service Period. The TBR for Qualifying Services set forth in (3)(a) above must include the TBR for Qualifying FMS set forth in this (B)(3)(b).

TBR for Qualifying Services and TBR for Qualifying FMS shall be calculated using the criteria and mechanism set forth in (E) following. Billing Credits shall vary depending on the TBR for Qualifying Services and Qualifying FMS achieved by the customer during the Service Period. Such Billing Credits shall be calculated in accordance with (E) following.

(4) Eligible customers who wish to subscribe to Option 18 must do so by submitting a written request, in a form prescribed by the Telephone Company, and signed by an authorized representative of the customer. The customer must subscribe to Option 18 during the sixty (60) day period that begins December 14, 2004 and ends February 11, 2005 (**Subscription Period**).

(5) Other than as set forth in (E)(5) following, the customer may not concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period which provides a discount, credit, or other reduction in rates or terms based on achievement of certain revenue targets by the customer for the Qualifying Services. Notwithstanding the foregoing, the customer will be eligible to continue to participate in Tariff Option 4 offered in the Telephone Company's Tariff F.C.C. No. 14. (x) (x)

(C) Service Period

The Service Period of this Option 18 shall be for a period of one (1) year from the date the customer subscribes to this Option 18 under (B)(4) preceding (**Service Period**). (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(D) Serving Area

The Billing Credit, as defined in (E)(2)(a) following, will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and under the Telephone Company's Tariff F.C.C. Nos. 11 and 14. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff, Section 15.3 of Tariff F.C.C. No. 11, and Section 19.1 of Tariff F.C.C. No. 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in those sections) that occur during the Service Period of this Option 18 will apply. No Billing Credits will be provided in the operating territories of the Telephone Company's Tariff F.C.C. No. 16, but the calculation of the TBR for the Qualifying Services will include all Qualifying Services purchased by the customer under the Telephone Company's Tariff F.C.C. No. 16 as set forth in (E)(1) following. (x)

(E) Terms and Conditions

(1) Qualifying FMS Services and Qualifying Services

(a) Qualifying FMS shall be comprised of any switched or special access FMS, as set forth in Sections 6.8.26 and 7.2.13 of this tariff and Sections 6.2.12 and 7.2.16 of the Telephone Company's Tariff F.C.C. No. 11, purchased by the customer during the Service Period. Qualifying Services will be comprised of the following services purchased by the customer during the Service Period: (x)

- Special Access Voice Grade, Digital Data Service (DDS), DS1, DS3, and SONET services, as set forth in this tariff (Sections 7 and 8), the Telephone Company's Tariff F.C.C. No. 11 (Sections 7 and 26), Tariff F.C.C. No. 14 (Sections 5 and 20), and Tariff F.C.C. No. 16 (Sections 7 and 20), and Federal Telecommunications Access Service, as set forth in Section 17 of this tariff and Section 24 of the Telephone Company's Tariff F.C.C. No. 11 (**Special Access**); (x)

- Switched Access DS1 and DS3 Direct Trunk Transport services (**Switched DTT**), as set forth in this tariff (Section 6), the Telephone Company's Tariff F.C.C. (Section 6), Tariff F.C.C. No. 14 (Section 4), and Tariff F.C.C. No.16 (Section 6); and (x)

- Qualifying FMS. (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(a) (Cont'd)

(1) If the Telephone Company introduces a new Special Access Service or a new Switched DTT Service, or an enhancement to an existing Special Access or Switched DTT Service in this tariff and in its (x)
Tariff F.C.C. Nos. 11, 14, and 16, then such services shall be (x)
automatically included in Qualifying Services, and the customer's purchases of such new or enhanced Qualifying Services shall be included in the calculation of TBR, subject to the terms and conditions set forth in this Option 18.

(2) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in this Section (E)(1)(a) shall not be eligible for inclusion as Qualifying Services under this Option 18.

(b) Subject to any credits or adjustments as set forth in this Section (E)(1)(b), the customer's TBR shall include only monthly billed recurring revenues for the Qualifying Services, which shall include any credits or discounts given under existing pricing plans (e.g. Service Discount Plan, Term Payment Plans, or Commitment Discount Plan) or Contract Tariff Option 4 under the (x)
Telephone Company's Tariff F.C.C. No. 14, if applicable, that are (x)
generated in the course of billing monthly recurring revenue for the Qualifying Services provided during the Service Period. Any credits and adjustments made to monthly recurring billed amounts for Qualifying Services, as set forth in this Section (E)(1)(b), which are purchased by the customer during the Service Period shall be included in the calculation of TBR for the Qualifying (N)
Services.

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(c) TBR for the Qualifying Services does not include any revenue other than as set forth in Section (E)(1)(b) preceding. The following is an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from the calculation of TBR for the Qualifying Services.

- nonrecurring charges;
- taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
- service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);
- any other charges which are not applied on a recurring monthly basis;
- any other billed amount related to Qualifying Services for which payment is being withheld or under dispute by the customer;
- credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
- shortfall or overage charges associated with term plan true-ups, (for example, such as failure to satisfy commitment levels pursuant to the CDP Plan); or
- termination liabilities and minimum period charges.

(d) In calculating TBR for Qualifying Services, the Telephone Company shall determine the total amount of monthly billed recurring revenues for New SONET Qualifying Services (as defined below) which have been purchased by the customer during the Service Period, and multiply the same by 1.15 (that is, a fifteen percent (15%) incentive for subscription to New SONET Qualifying Services). For example, assume that the customer's total amount of monthly billed recurring revenues for New SONET Qualifying Services during the Service Period was $100,000. Then, in calculating TBR for Qualifying Services, the customer shall be deemed to have purchased $115,000 in Qualifying Services. For purposes of this Option 18, a **New SONET Qualifying Service** is a SONET Special Access Qualifying Service, as defined in Section (E)(1)(a) preceding, which meets one of the following criteria: (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(d) (Cont'd)

(1) newly ordered and provisioned during the Service Period by the customer under this Option 18 and this tariff and in the Telephone Company's Tariff F.C.C. Nos. 11, 14, and 16; (x) (x)

(2) upgrade of an existing Special Access service during the Service Period that is not a SONET Special Access service (e.g., upgrade of a DS1 or DS3 to an OC3 SONET service) under the provisions set forth in other sections of this tariff; or

(3) upgrade of an existing Special Access SONET service during the Service Period to a higher bandwidth SONET service (e.g. upgrade of an OC3 service to an OC12 service) under the provisions set forth in other sections of this tariff. A New SONET Qualifying Service shall not include any augments or additions of individual service components to an existing SONET Special Access service (e.g., addition of a node or a port to an existing IDSR Special Access service).

(e) In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in Option 18 and in this tariff and in the Telephone Company's Tariff F.C.C. Nos. 11, 14, and 16. (x)

(1) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of the merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services.

(2) The customer may continue subscribing to this Option 18 for the duration of the Service Period based on its business with the Telephone Company as of December 14, 2004, without adding the revenues attributable to expansion of the customer's purchase of Services from the Telephone Company though merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves the right to terminate this Option 18 if the customer does not adhere to the provisions of this Section (E)(1)(e). (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(f) If an Issuing Carrier of this tariff, or the assets of such Issuing Carrier, are acquired by an unaffiliated third party (**Acquired Issuing Carrier**), and such Acquired Issuing Carrier ceases to provide the Qualifying Services in the territories that it previously operated in during the Service Period, then the following shall apply:

(i) each range or tier of the TBR for Qualifying FMS and the TBR for Qualifying Services set forth in the table in Section (E)(2)(b) following shall be proportionately reduced by the applicable Acquisition Reduction Amount, as defined in (E)(1)(f)(1) following;

(ii) all Billing Credits set forth in the table in Section (E)(2)(b) following shall be reduced by a percentage which shall be calculated by dividing the Acquisition Reduction Amount for Qualifying Services by $255M; and

(iii) in calculating the Shortfall Penalty or Termination Liability, as set forth in Sections (E)(3) or (E)(4) following, the TBR of $235M for Qualifying Services shall be reduced by the Acquisition Reduction Amount for Qualifying Services, as calculated in (E)(1)((f)(1) following. For example, if the Acquisition Reduction Amount, as calculated in (E)(1)(f)(1) following, is $45M, then a Shortfall Penalty will not be assessed if the customer has a TBR for Qualifying Services of at least $190M (the minimum TBR for Qualifying Services of $235M less the Acquisition Reduction Amount of $45M).

(1) An Acquisition Reduction Amount shall be calculated for each of the Qualifying FMS and the Qualifying Services as follows:

(i) calculate the TBR for Qualifying FMS or the TBR for Qualifying Services, as applicable, purchased by the customer from the Acquired Issuing Carrier during the twelve (12) months prior to the time that the Acquired Issuing Carrier ceases to provide the Qualifying Services;

(ii) calculate the average monthly amount purchased by the customer from the Acquired Issuing Carrier for Qualifying FMS or the TBR for Qualifying Services, as applicable, by dividing the number in (i) above by 12; and

(iii) multiply the average monthly amount for Qualifying FMS or the TBR for Qualifying Services, as applicable, calculated in (ii) above by the number of months remaining in the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(f) (Cont'd)

(2) For example, assume that one of the Telephone Company's Issuing Carriers was acquired by an unaffiliated third party and ceased to operate in month 3 of the Service Period. Assume that the customer purchased $12M of Qualifying FMS and a total of $60M of Qualifying Services from the Acquired Issuing Carrier during the twelve (12) months prior to the time that the Issuing Carrier ceased to provide the Services under this Option 18. Assume also that at the end of the Service Period, the customer has a TBR for Qualifying FMS of $97M and TBR for Qualifying Services of $240M. To calculate the applicable Billing Credit, or the application of the Shortfall Penalty at the end of the Service Period, the following shall apply:

Step One: calculate the Acquisition Reduction Amounts. The Acquisition Reduction Amount for Qualifying Services is $45M in Qualifying Services (calculated as $5M ($60M divided by 12) multiplied by the remaining nine (9) months of the Service Period). The Acquisition Reduction Amount for Qualifying FMS is $9M (calculated as $1M ($12M divided by 12) and multiplied the remaining 9 months of the Service Period).

Step Two: determine the new table for calculation of Billing Credits or Shortfall Penalties based on the Acquisition Reduction Amounts. Subtract $45M (the Acquisition Reduction Amount for Qualifying Services) from each range or tier of the TBR for Qualifying Services and $9M (the Acquisition Reduction Amount for Qualifying FMS) from each range or tier of the TBR for Qualifying FMS. This will provide an adjusted table for the determination of the Billing Credit or Shortfall Penalty, as applicable.

Step Three: determine the applicable Billing Credits or Shortfall Penalty from the new table calculated in Step Two above. In this example, the Billing Credit set forth in the table in Section (E)(2)(b) following will be reduced by 17.6% (calculated as $45M divided by $255M). The customer would be eligible for a Billing Credit of $16.6M ($20.2M Billing Credit using the table in Section (E)(2)(b) following less $3.6M ($20.2M multiplied by 0.176). (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit

(a) At the end of the Service Period, the Telephone Company shall calculate (1) the total TBR achieved by the customer during the Service Period for Qualifying Services; and (2) the total TBR achieved by the customer during the Service Period for Qualifying FMS, in each case in accordance with the terms and condition set forth in this Option 18. Subject to the terms and conditions relating to disputes as set forth below, and subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable credit set forth in the table below (**Billing Credit**), which Billing Credit may be $0 depending on the customer's TBR for the Qualifying Services and TBR for the Qualifying FMS during the Service Period. If the customer has not met the minimum TBR requirement for Qualifying Services of $235M, or the adjusted minimum TBR requirement pursuant to (E)(1)(f) preceding, then the customer shall not receive any Billing Credits (i.e., a Billing Credit of $0 as set forth in the table below), and the customer shall be liable for the shortfall penalty as set forth in (E)(3) following.

(b) The Billing Credit shall be determined by using the table below. To calculate the Billing Credit, first, locate the customer's TBR for Qualifying FMS using the "x axis" of the table below under the heading "TBR for Qualifying FMS ($M)". Second, locate the customer's TBR for all Qualifying Services using the "y axis" of the table below under the heading "TBR for Qualifying Services ($M)". Third, find the corresponding meet-point of the two TBR amounts to determine the dollar amount of the Billing Credit. TBR Amounts will be rounded to the nearest $100,000. For example, assume that the customer has a TBR for Qualifying FMS of $114,725,342.00 (rounded to $114.7M) and a TBR for all Qualifying Services of $294,632,456.00 (rounded to $294.6M), then the customer shall be eligible for a Billing Credit of $28,300,000.00 ($28.3M). (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) (Cont'd)

TBR for Qualifying Services ($M)		TBR for Qualifying FMS ($M)					
		$0.0 to $101.4	$101.5 to $106.4	$106.5 to $108.4.	$108.5 to $110.4	$110.5 to $112.4	$112.5 +
$0.0 to	$234.9*	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
$235.0 to	$254.9	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
$255.0 to	$259.9	$0.0	$7.4	$8.5	$8.9	$9.4	$9.9
$260.0 to	$264.9	$0.0	$9.8	$11.3	$11.8	$12.5	$13.2
$265.0 to	$269.9	$0.0	$14.6	$16.1	$16.6	$17.2	$17.9
$270.0 to	$274.9	$0.0	$16.1	$17.6	$18.0	$18.7	$19.4
$275.0 to	$280.9	$0.0	$18.1	$19.6	$20.1	$20.8	$21.5
$281.0 to	$286.9	$0.0	$20.2	$21.7	$22.2	$22.9	$23.5
$287.0 to	$292.9	$0.0	$22.5	$24.0	$24.5	$25.2	$25.9
$293.0 to	$300.0	$0.0	$24.9	$26.4	$26.9	$27.6	$28.3

* Shortfall penalty applies in this range for Qualifying Services, as set forth in (E)(3) following.

(c) The Billing Credit will be applied only to the Qualifying Services which are located in the MSAs that have achieved Phase I or Phase II pricing flexibility as described in Section 14.7 of this tariff, Section 15.3 of Tariff F.C.C. No. 11 or Section 19.1 of Tariff F.C.C. No. 14. The Billing Credit shall apply after all other discounts, adjustments, and credits to the customer's monthly billed recurring revenues for the Qualifying Services have been calculated and applied. For example, if the customer subscribes to CDP as set forth in Section 25 preceding, then the customer would be billed CDP discounted rates on a monthly basis. These discounted revenues would be included in the customer's TBR for Qualifying Services calculation as set forth above. However, in accordance with (E)(1)(c) preceding, any shortfall charges resulting from an annual true-up as required by CDP would not be included in the TBR for Qualifying Services. (x) (x)

(d) If the customer exceeds the maximum TBR for Qualifying Services of $300M during the Service Period, the customer will not receive the Billing Credit under this Option 18. If the customer exceeds the TBR for Qualifying FMS of $112.5M, but has not exceeded a TBR for Qualifying Services of $300M, then the customer shall continue to be eligible for the applicable Billing Credit set forth in the table above based on the TBR for Qualifying Services. (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits, Disputes, Releases, and Waivers

(1) If the customer is eligible to receive the Billing Credit, the Billing Credit will be credited to the customer's account within sixty (60) days after the end of the Service Period, subject to the terms set forth in this Option 18.

(2) The Telephone Company's provision of the Billing Credit is contingent on payment in full by the customer of all undisputed billed amounts for Qualifying Services no later than the 45th day after the end of the Service Period.

(3) Subject to the restrictions set forth in this Section (E)(2)(e)(3), after the 45th day following the end of the Service Period, and until the second anniversary of the end of the Service Period, both the customer and the Telephone Company may re-examine or dispute any amounts related to the Qualifying Services provided by the Telephone Company to the customer during the Service Period. Such amounts may include the following:

- amounts billed by the Telephone Company and undisputed by the customer;
- amounts not billed by the Telephone Company as of such date,
- amounts disputed by the customer and not included in the calculation of TBR, and
- amounts previously included in the calculation of TBR. (N)

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21. Contract Tariffs (Cont'd)

(N)

21.19 Contract Tariff Option 18 (Cont'd)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits, Disputes, Releases, and Waivers (Cont'd)

(4) Upon the resolution of all such disputes, the Telephone Company shall recalculate the final TBR for Qualifying Services, the final TBR for Qualifying FMS, and the corresponding final Billing Credits or final shortfall penalties that may result from the resolution of all such disputes, in each case, in accordance with the terms of this Option 18. After such time, neither the customer nor the Telephone Company may dispute any amounts related to the Qualifying Services or Qualifying FMS, regardless of any provision to the contrary in this Option 18. Upon agreement by the customer and the Telephone Company that no further disputes or unbilled amounts exist with respect to the Qualifying Services provided during the Service Period, the Telephone Company shall credit to the customer's account, or the customer shall pay, as applicable, any amounts due pursuant to such calculation. Upon such payment or crediting, as applicable, or if the disputes are not resolved by the second anniversary of the end of the Service Period, the customer and the Telephone Company agree to waive and release, and forever discharge the other Party, of and from, any and all manner of claims, demands, rights, liabilities, damages, potential actions, causes of action, suits, agreements, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have arisen or might arise related to amounts payable by the customer or amounts credited to the customer by the Telephone Company for the Qualifying Services provided by the Telephone Company to the customer during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

(N)

21.19 Contract Tariff Option 18 (Cont'd)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits, Disputes, Releases, and Waivers (Cont'd)

(5) With respect to any dispute for Qualifying Services, and subject to the availability of such claim detail after reasonable diligence by the customer, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit identification, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error. The customer's disputes with respect to Qualifying FMS shall reduce the amount of the TBR for Qualifying FMS as calculated above. The aggregate amount of all disputes (including disputes for Qualifying FMS under this (E)(2)(e)(5) and Special Access and Switched and Special Access DTT Services) shall reduce the amount of the TBR for Qualifying Services, as calculated in accordance with the terms of this Option 18. For example, if the customer has billed revenue of $120M in Qualifying FMS, of which $5M are disputed by the customer, then the TBR for Qualifying FMS shall be $115M. In addition, assume that the customer has $290M of billed revenue of Qualifying Services, which amount includes billed revenues of $120M in Qualifying FMS from the prior sentence. If the customer has disputes of $10M on Switched and Special Access DTT Services, then the TBR for Qualifying Services shall be $275M ($290M less $15M in disputes (comprised of $5M in disputes on Qualifying FMS plus $10M in disputes on other Switched and Special Access DTT Services)).

(6) The amount of the Billing Credit shall not be subject to any interest penalty under Section 2 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Shortfall Penalty

(a) If the customer does not satisfy the minimum TBR requirement for Qualifying Services of $235M during the Service Period, the customer will pay the Telephone Company a shortfall payment equal to fifty percent (50%) of the difference between minimum TBR of $235M, or the adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding, for Qualifying Services and the customer's actual annual TBR for the Qualifying Services during the Service Period (**Shortfall Penalty**). Such payment shall be due and payable no later than 45 days after notification by the Telephone Company that a Shortfall Penalty is due. In addition, and even upon payment of the Shortfall Penalty Payment, the customer will not be eligible to receive any applicable Billing Credits under this Option 18. If the customer has a TBR for Qualifying Services of at least $235M, or an adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding, then no Shortfall Penalty shall apply, but the customer may be ineligible for any Billing Credits, as set forth in (E)(2)(b) preceding, based on the customer's TBR for Qualifying Services and the customer's TBR for Qualifying FMS, each as adjusted in accordance with (E)(1)(f) preceding, as applicable. For example, assume that the customer has a TBR for the Qualifying Services of $225,000,000 (**$225M**) during the Service Period, and assuming that no adjustment under (E)(1)(f) preceding occurred, then the customer shall pay to the Telephone Company an amount equal to $5,000,000 (which is equal to $10,000,000 (i.e., minimum TBR for Qualifying Services of $235M less the customer's actual TBR for the Qualifying Services of $225M), multiplied by 50%). The customer will not be eligible to receive any applicable Billing Credits.

(b) The customer shall not be charged a Shortfall Penalty for failing to meet the minimum TBR requirement for Qualifying FMS of $101.5M, or an adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding, during the Service Period. However, the customer shall not be eligible for any Billing Credits, as set forth in (E)(2)(b) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.19 Contract Tariff Option 18 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Termination Charges

If the customer cancels or terminates its subscription to this Option 18 prior to the expiration of the Service Period, the customer will be liable for fifty percent (50%) of the difference between the customer's TBR for the Qualifying Services at the time of cancellation or termination and the minimum TBR for Qualifying Services of $235M, or the adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding. In addition, the customer shall not be eligible for the Billing Credit. For example, assume that the customer has a TBR for Qualifying Services of $225M during the first eight (8) months of the Service Period, and that no adjustment under (E)(1)(f) preceding occurred, and the customer decides to terminate its subscription to this Option 18 at such time. The customer shall pay termination charges of $5,000,000.00 (the minimum TBR of $235M for Qualifying Services less the actual TBR for Qualifying Services of $225M, multiplied by 50%). The customer shall not be eligible for any applicable Billing Credits.

(5) New Contract Tariff Options

Provided that the customer meets all of the criteria set forth in this Section (E)(4), the customer will be allowed to terminate its subscription to Option 18 and subscribe to the New Plan (as defined below) without paying the termination charges set forth in (E)(4) preceding. New Plan shall mean another contract tariff option, ICB arrangement, or special service arrangement for the Qualifying Services offered by the Telephone Company during the Service Period with identical or greater TBR levels than those provided under this Option 18. If the customer elects to terminate its subscription to Option 18 in order to subscribe to the New Plan, then (1) the customer must so elect in writing; (2) the customer must subscribe to the New Plan concurrently with or prior to the termination date of its subscription to this Option 18; and (3) the customer must independently qualify and be eligible for such New Plan. Unless otherwise provided in the New Plan, the customer shall not be afforded any Billing Credits under this Option 18 for any time in service under this Option 18, nor shall the customer be afforded any credit in the New Plan for any portion of the Service Period that has elapsed at the time of the customer's subscription to the New Plan. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (N)

21.20.1 Scope

Contract Tariff Option 19 (**Option 19**) is an offering exclusively for customers subscribing to IntelliLight Entrance Facility (**IEF**) Special Access Services as set forth in Section 7.2.15 preceding and Section 26.1.4 of the Telephone Company's Tariff F.C.C. No. 11 (**IEF Services**) at fifteen (15) or more different customer designated premises within the Metropolitan Statistical Areas (**MSAs**) of this tariff and of those specified in the Telephone Company's Tariff F.C.C. No. 11, as set forth in Section 21.20.4 following. (x) (x) (x) (x)

21.20.2 Eligibility

To be eligible for Option 19, a customer must meet all of the following criteria:

(A) During the Subscription Period (as defined in Section 21.20.2(B) following), the customer must subscribe to a minimum of fifteen (15) IEF Services at a minimum of fifteen (15) different customer designated premises (**Minimum System Commitment**) that are either:

(1) new IEF Services installed pursuant to this Option 19. For purposes of meeting the Minimum Commitment set forth in this Section 21.20.2(A), a new IEF Service cannot be an existing IEF Service that was disconnected from another contract option, discount plan, or tariff arrangement and ordered under this Option 19 in order to include that service in this option; or

(2) IEF Services that were installed under Contract Tariff Option 16 (**Option 16**) preceding or under Contract Tariff Option 17 (**Option 17**) in the Telephone Company's Tariff F.C.C. No. 11 (collectively, **Prior Contract Tariffs**), and converted to this Option 19 pursuant to the terms and conditions set forth in this Option 19 and the Prior Contract Tariffs. For purposes of this Section 21.20.2, "conversion" shall mean migration of IEF Services purchased under Prior Contract Tariffs to this Option 19 without any disconnection of the actual IEF Service; or (x) (x)

(3) a combination of new and converted IEF Services.

Each IEF Service must be configured to include a Fractional OC48 Interface and twelve (12) or more STS1 Terminations (**Minimum STS1 Commitment**). The Minimum STS1 Commitment together with the Minimum System Commitment shall be referred to as the **Minimum Commitment**. Under this Option 19, an STS1/51.84 Mbps Termination with a Fractional OC48 Interface IEF Service shall be referred to as an **STS1 Termination**. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.2 Eligibility (Cont'd)

(B) Customers must subscribe to this Option 19 within the sixty (60) day period beginning January 11, 2005 and ending March 12, 2005 (**Subscription Period**). Unless the customer is converting IEF Services from the Prior Contract Tariffs to this Option 19 as set forth in Section 21.20.2(A) preceding, all orders for the Minimum Commitment of new IEF Services must be placed during the Subscription Period. If the customer is converting IEF Services from the Prior Contract Tariffs to this Option 19 as set forth in Section 21.20.2(A) preceding, then all such conversions must be completed prior to the end of the Subscription Period. (N)

(C) With the exception of subscribing to a Commitment Discount Plan as set forth in Section 25 following and in Section 25 of the Telephone Company's Tariff F.C.C. No. 11 (**CDP**), or another contract tariff option which provides a credit or discount based upon the achievement of certain total revenue as set forth in this tariff or in Section 32 of the Telephone Company's Tariff F.C.C. No. 11, the customer may not subscribe to any other discount plan, contract tariff option, Individual Case Basis arrangement, specialized service arrangement, or other offering offered by the Telephone Company under in this tariff or in the Telephone Company's Tariff F.C.C. No. 11 for IEF Services ordered pursuant to this Option 19. (x) (x) (x) (x) (x)

21.20.3 Service Period and Termination Liability

(A) Service Period and Term

Subject to (1) any time-in-service credit as set forth in Section 21.20.3(B) following, (2) any ability to terminate the IEF Services as set forth in Section 7.2.15 preceding or in Section 21.20.3(D) following, or (3) any termination pursuant to Section 21.20.6(E) following, the Service Period of each IEF Service under this Option 19 shall be for a period of five (5) years from the date that the IEF Service is in-service (**Service Period**). (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(A) Service Period (Cont'd)

(1) The Service Period of any individual STS1 Terminations shall be the same as the Service Period of the IEF Service with which it is associated, provided that, when an additional STS1 is added to an existing IEF Service, there are at least twelve (12) months remaining in the Service Period of the IEF Service with which an STS1 Termination is associated as set forth in Section 7.2.15(D) preceding. (N)

(2) The term of this Option 19 shall be the five (5) year period beginning January 11, 2005 (**Term**). New IEF Services may be added during the Term in accordance with the terms of this Option 19. The Minimum Period obligations, set forth in Section 21.20.3(C) following, are separate from and in addition to the Service Period.

(B) Time-In-Service Credit

Credit for actual time-in-service will be granted towards the Service Period for each IEF Service previously established under the Prior Contract Tariffs and converted to this Option 19 pursuant to the terms and conditions set forth in this Option 19 and the Prior Contract Tariff Options. The amount of time-in-service credit granted will be equal to the actual time that the IEF Service was in-service under the Prior Contract Tariffs.

(C) Minimum Period

Subject to any termination pursuant to Section 21.20.6 following, the customer must maintain each STS1 Termination in-service for a minimum period as set forth in Sections 21.20.3(C)(1) and (2) following (**Minimum Period**):

(1) In any month during the Term where the customer has met its Minimum STS1 Commitment in that month on the IEF Service associated with such STS1 Termination, the Minimum Period is six (6) months for each STS1 Termination associated with such IEF Service.

(2) In any month during the Term where the customer has not met its Minimum STS1 Commitment in that month on the IEF Services associated with such STS1 Terminations, the Minimum Period is twelve (12) months for each STS1 Termination associated with such IEF Service. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(C) Minimum Period (Cont'd)

If an IEF Service is terminated during the Minimum Period in accordance with Section 21.20.6 following, the Minimum Period obligation set forth in Sections 21.20.3(C)(1) and (2) preceding shall not apply. Failure to meet the 6-month Minimum Period for any STS1 Termination, as set forth in Section 21.20.3(C)(1) preceding, shall result in assessment of Minimum Period charges equal to the monthly rate as set forth in Section 21.20.8 following for the unexpired portion of the 6-month Minimum Period which has not been satisfied by the customer. Failure to meet the 12-month Minimum Period for any STS1 Termination, as set forth in Section 21.20.3(C)(2) preceding, shall result in assessment of Minimum Period charges as set forth in Section 21.20.3(C) preceding for the unexpired portion of the 12-month Minimum Period which has not been satisfied by the customer. Minimum Period obligations as set forth in this Section 21.20.3 are separate from and in addition to any termination liability that may apply. (N)

(D) Termination Liability

Sections 21.20.3(D)(1) through (D)(5) following set forth the terms and conditions relating to the application of termination liability when the customer has not established a CDP, or has not included IEF Services in such CDP. Section 21.20.3(D)(6) following sets forth the terms and conditions relating to the application of termination liability when the customer has established a CDP and has included IEF Services in such CDP.

(1) Ramp-Up Period

During the Ramp-Up Period (as defined in this Section 21.20.3(D)(1)), termination liability as set forth in Sections 21.20.3(D)(2) through (D)(6) following shall not be applied to any disconnected IEF Services if the customer has not met the Minimum STS1 Commitment during such period. During the Ramp-Up Period, the customer is offered relief from termination liability only, and not from any other terms and conditions of this Option 19, including any corresponding rate adjustments as a result of not having met the Minimum STS-1 Commitment as set forth in Section 21.20.5(C) following. Minimum Period obligations set forth in Section 21.20.3(C) preceding shall continue to apply during the Ramp-Up Period. Any termination liabilities or shortfall penalties that may otherwise be applicable under CDP as set forth in Section 21.20.3(D)(6) following or in Section 25 preceding shall continue to apply during the Ramp-Up Period. After July 1, 2005, and regardless of whether the customer has met the Minimum Commitment, termination liability shall be applied as set forth in this Option 19. The **Ramp-Up Period** shall mean the time period beginning January 11, 2005 to the earlier of (i) July 1, 2005 or (ii) the date that the customer reaches the Minimum Commitment. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(2) General (N)

Subject to the restrictions set forth in this Option 19, the customer may terminate an entire IEF Service at one (1) or more locations and/or one or more STS1 Terminations at one (1) or more locations. The **General Tariff Rate** shall mean the five (5) year monthly recurring rate for the number of STS1 Terminations in-service prior to termination, as set forth in Section 7.5.21 preceding. If termination liability is assessed for any IEF Services (or any STS-Terminations) under this Option 19, then it shall be equal to one hundred percent (100%) of the applicable Minimum Period charges as set forth in Section 21.20.3(C) preceding, and fifteen percent (15%) of the General Tariff Rate for each of the remaining months in the Service Period beyond the Minimum Period, if applicable. This calculation shall apply in lieu of the termination liability calculation set forth in Section 7.5.15(E) preceding.

(3) Relief from Termination Liability

The customer shall be relieved of termination liability calculated in accordance with Section 21.20.3(D)(2) preceding if, after giving effect to the proposed terminations of the specific STS1 Termination(s),the customer has in-service the Minimum Commitment of IEF Services and STS1 Terminations. If the customer has not met the Minimum Commitment, termination liability shall apply to all terminated IEF Services and STS-1 Terminations which are below the Minimum Commitment. The Minimum Commitment may be reduced in accordance with Sections 21.20.3(D)(4) and (D)(5) following, and such reduced Minimum Commitment shall be used in calculating termination liability as set forth in this Option 19. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(4) Termination Liability Applicable to Chronic Service Outages (N)

If the customer has exercised its right to terminate pursuant to Section 21.20.6 following, and subsequently seeks to terminate other STS1 Terminations for reasons other than as set forth in Section 21.20.6 following, then the terms of this Section (D)(4) shall apply. The customer shall be relieved of termination liability if, after giving effect to the proposed terminations of the specific IEF Service(s) or STS1 Termination(s), the customer has in-service the Minimum Commitment of IEF Services and STS1 Terminations less the total number of IEF Services terminated in accordance with Section 21.20.6 following. This reduced number of IEF Services, locations, and associated STS1 Terminations represents a new Minimum Commitment under this Option 19 and shall be used to calculate termination liability. If the customer has not met the new Minimum Commitment as set forth in this Option 19, termination liability shall apply to all terminated IEF Services and STS1 Terminations which are below such new Minimum Commitment.

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services

If the customer seeks to terminate an IEF Service in order to convert such IEF Service to an Optical Service (as defined in Section 21.20.3(D)(5)(a) following), the terms of this Section 21.20.3(D)(5) shall apply.

(a) For purposes of this Section 21.20.3(D)(5), an **Optical Service** shall mean any Telephone Company-provided service that is designated as an optical service under this tariff.

(b) The customer shall be allowed to disconnect an IEF Service under this Option 19 and install a new Optical Service without assessment of termination liability in accordance with Section 21.20.3(D)(3) preceding, provided that all of the following conditions are met: (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services (Cont'd)

(b) (Cont'd)

(1) The new Optical Service is installed at the same location as the existing IEF Service; (N)

(2) The total bandwidth capacity of the Optical Service is equal to or greater than the bandwidth capacity of the IEF services being disconnected (i.e., the new Optical Service is an OC-48 or greater bandwidth service);

(3) The customer commits the Optical Service to a new term plan or commitment period which has an expiration date that is beyond the expiration date of the discontinued IEF Service; and

(4) The customer must terminate the entire IEF Service and all STS1 Terminations associated therewith. Partial terminations of an IEF Service or termination of one or more STS1 Terminations are not permitted under this Section 21.20.3(D)(5).

(5) The customer must submit order(s) for the disconnect of the IEF Service and the installation of the new Optical Service, such that the installation date of the Optical Service is within ninety (90) days of the disconnection of the IEF Service. The orders must be related by related purchase order number (**RPON**).

(c) If all of the requirements of Section 21.20.3(D)(5)(a) and (b) preceding are met, then the customer shall be relieved of termination liability if, after giving effect to the proposed terminations of the specific IEF Service(s) or STS1 Termination(s), the customer has in-service the Minimum Commitment of IEF Services and STS1 Terminations less the total number of IEF Services terminated in accordance with this Section 21.20.3(D)(5) in order to convert such IEF Services to an Optical Service. This reduced number of IEF Services, locations, and associated STS1 Terminations represents a new Minimum Commitment under this Option 19 and shall be used to calculate termination liability. If the customer has not met the reduced Minimum Commitment as set forth in this Section 21.20.3(D)(5), termination liability shall apply to all terminated IEF Services and STS1 Terminations which are below such reduced Minimum Commitment. (N)

21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services (Cont'd)

The following examples illustrate the application of termination liability under this Option 19. (N)

Example 1

Assume the following apply:

- Customer has 20 IEF Services at 20 different locations
- Each IEF Service has 15 STS1 Terminations
- Customer has satisfied the Minimum Period on all IEF Services and all STS1 Terminations
- None of the IEF Services have experienced any Qualifying Service Outage under Section 21.20.6 following

Assume customer terminates the following:

- 4 IEF Services at 4 different locations including all of their associated STS1 Terminations
- 5 of the 15 STS1 Terminations on a 5th IEF Service at a fifth location

Application of Termination Liability and Rates

After giving effect to the proposed terminations, the customer has in service 16 IEF Services at 16 different locations; 15 of the 16 IEF Services have 15 STS1 Terminations associated with each IEF Service. The 16th IEF Service has 10 STS1 Terminations.

The customer would not incur termination liability for disconnecting the 4 IEF Services and their associated STS1 Terminations, or for disconnecting the 5 STS1 Terminations on the 5th IEF Service, since the customer continues to meet the Minimum Commitment.

However, the customer no longer meets the Minimum STS1 Commitment of 12 STS1 Terminations on the 5th IEF Service as that 5th IEF Service has only 10 remaining STS1 Terminations (15 STS1 Terminations less 5 STS1 Termination disconnected equals 10 remaining STS1 Terminations). The customer no longer receives the Option 19 discount set forth in Section 21.20.8 following on the 5th IEF Service due to its failure to meet the Minimum STS1 Commitment on such IEF Service. In lieu of the discounted rates set forth in Section 21.20.8 following, the customer will receive the General Tariff Rate per STS1 on the 5th IEF Service. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services (Cont'd)

Example 2 (N)

Assume the following apply:
- Customer has 20 IEF Services at 20 different locations
- Each IEF Service has 15 STS1 Terminations
- Customer has satisfied the Minimum Period on all IEF Services and all STS1 Terminations
- None of the IEF Services have experienced any Qualifying Service Outage under Section 21.20.6 following

Assume customer terminates the following:
- In month 15 of the Service Period, the customer terminates 5 IEF Services at 5 different locations including all of their associated STS1 Terminations
- In month 20 of the Service Period, the customer terminates 5 of the 15 STS1 Terminations on a 6th IEF Service at a 6th location

Application of Termination Liability and Rates

Disconnections in Month 15 of the Service Period: After giving effect to the proposed terminations in month 15 of the Service Period, the customer has in service 15 IEF Services at 15 different locations; each of the IEF Services has 15 STS1 Terminations associated with each IEF Service. The customer would not incur termination liability on any of the 5 IEF Services or their associated STS1 Terminations that were disconnected in month 15 of the Service Period since the customer continued to meet the Minimum Commitment.

Disconnections in Month 20: After giving effect to the proposed terminations in month 20 of the Service Period, the customer has in service 15 IEF Services at 15 different locations; 14 of the 15 IEF Services have 15 STS1 Terminations associated with each IEF Service. The 15th IEF Service has 10 STS1 Terminations. The customer would incur termination liability on 2 of the 5 STS1 Terminations that were disconnected from the 15th IEF Service since the customer is no longer meeting the Minimum Commitment. Although the customer has met the Minimum System Commitment (15 systems at 15 different locations remaining), the customer no longer meets the Minimum STS1 Commitment on the 15th IEF Service and is therefore subject to termination liability on the number of disconnected STS1 Terminations that are below the Minimum STS1 Commitment of 12 (15 STS1 Terminations less 5 STS1 Terminations disconnected equals 10 remaining STS1 Terminations which is 2 STS1 Terminations below the Minimum STS1 Commitment). (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services (Cont'd)

Example 2 (Cont'd)

Calculation of Termination Liability (N)

The termination liability for the 2 STS1 Terminations is calculated at 15% of the monthly recurring charges for the remainder of the five-year Service Period and is equal to $4,428.00 ($369 x 15% x 40 months x 2 STS1 Terminations). In the above calculation, the monthly rate of $369 is the General Tariff Rate, and the rate band used (Rate Band 15) will be the one associated with the number of STS1 Terminations prior to giving effect to the termination of STS1s. The 15th IEF Service will not receive the discounted rate set forth in Section 21.20.8 following under this Option 19 and shall instead receive the General Tariff Rate.

Example 3

Assume the following apply:

- Customer has 20 IEF Services at 20 different locations
- Each IEF Service has 15 STS1 Terminations
- Customer has satisfied the Minimum Period on all IEF Services and all STS1 Terminations

Assume customer terminates the following:

- In month 14 of the Service Period, the customer terminated 1 IEF Service and all of its STS1 Terminations in accordance with Section 21.20.6 following.
- In month 15 of the Service Period the customer terminates 6 additional IEF Services and all of their STS1 Terminations at 6 different locations. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(5) Termination Liability Applicable to Conversion of IEF Services to Optical Services (Cont'd)

Example 3 (Cont'd)

Application of Termination Liability and Rates (N)

Disconnections in Month 14 of the Service Period: After giving effect to the proposed terminations in month 14 of the Service Period, the customer has in service 19 IEF Services at 19 different locations; each of the IEF Services have 15 STS1 Terminations associated with each IEF Service. Termination under Section 21.20.6 following reduces the Minimum System Commitment for each IEF terminated under such provision. As a result, the customer's new Minimum System Commitment in this Example 3 is reduced to 14 IEF Services at 14 different locations. There is no effect on the Minimum STS1 Commitment due to this disconnection. The customer would not incur termination liability on the disconnection of the IEF Service and its associated STS1 Terminations in accordance with Section 21.20.6 following.

Disconnections in Month 15 of the Service Period: After giving effect to the proposed terminations in month 15 of the Service Period, the customer has in service 13 IEF Services at 13 different locations; each of the IEF Services have 15 STS1 Terminations associated with each IEF Service. Although each remaining IEF Service meets its individual Minimum STS1 Commitment, the customer is below the new Minimum System Commitment of 14 IEF Services at 14 different locations, and is therefore subject to termination liability for disconnection of one (1) Service prior to the end of the applicable Service Period.

Calculation of Termination Liability

The termination liability for the 1 IEF Service that is below the Minimum System Commitment applies as termination liability on 12 of the 15 STS1 Terminations on that IEF Service. Termination liability on the 12 STS1 Terminations is calculated at 15% of the monthly recurring charges for the remainder of the five-year Service Period and is equal to $29,889.00 ($369 x 15% x 45 months x 12 STS1 Terminations associated with the one IEF Service below the Minimum Commitment). In the above calculation, the monthly rate of $369 is the General Tariff Rate, and the rate band used (Rate Band 15) will be the one associated with STS1 Terminations prior to giving effect to the termination of STS1s. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.3 Service Period and Termination Liability (Cont'd)

(D) Termination Liability (Cont'd)

(6) Termination Liability Provisions When IEF Service is Included in CDP (N)

If the customer has subscribed to CDP and has included IEF Services in CDP, then termination liability under this Option 19 is only applicable when the customer discontinues all IEF Services under CDP or cancels the CDP for its IEF Services. The customer may disconnect individual IEF Services or STS1 Terminations associated with an IEF Service without the application of termination liability as specified in Sections 21.20.3(D)(1) through (D)(5) preceding. To the extent that such termination results in a reduction to the equivalent capacity under the customer's CDP, the customer shall be liable for the application of any shortfall penalty under CDP.

21.20.4 Serving Area

The IEF Service (and all credits, discounts, rates, and charges associated therewith) will be provided only in the MSAs that have achieved Phase I or Phase 2 pricing flexibility under this tariff and under the Telephone Company's Tariff F.C.C. No. 11. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff and Section 15.3 of the Telephone Company's Tariff F.C.C. No. 11. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding) that occur during the Service Period of this Option 19 will apply. (x) (x) (x)

21.20.5 Terms and Conditions

(A) Except as set forth under this Option 19, the terms and conditions of Section 7.2.15 preceding, shall apply to the IEF Services and connection of other services to the IEF Service. Other services required to provide IEF (for example, special construction) will be provided in accordance with the rates and regulations set forth preceding in this tariff.

(B) Additional IEF Services may be ordered under this Option 19 during the Term of Option 19. Each additional IEF Service must include a Fractional OC48 Interface and the Minimum STS1 Commitment and is subject to all of the terms and conditions set forth in this Option 19 and in Section 7.2.15 preceding, as applicable. Upon expiration of the Term of Option 19, all IEF Services then currently in-service shall continue to remain subject to the terms and conditions of this Option 19 until the end of the applicable Service Period for each such IEF Service. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.5 Terms and Conditions (Cont'd)

(C) During the Service Period, the rate for STS1 terminations as set forth in Section 21.20.8 following will apply, subject to any limitations as set forth in this Option 19. These rates and charges apply on a recurring monthly basis for each STS1 Termination on each IEF Service. A nonrecurring charge also applies for each STS1 termination installed on each IEF Service. During any month of the Service Period (including during the Ramp-Up Period), if the customer does not maintain the Minimum STS1 Commitment in connection with each IEF Service, the rate per in-service STS1 Termination on the affected IEF Service(s) for that month will be the General Tariff Rate per STS1 Termination in lieu of the monthly rate per STS1 Termination set forth in Section 21.20.8 following. (N)

As an illustrative example, assume that the customer has 10 IEF Services at 10 different locations. Of such 10 IEF Services, 7 IEF Services have 15 STS1 Terminations associated with each IEF Service, but the remaining 3 IEF Services have 8 STS1 Terminations associated with each such IEF Service. Assume further that all IEF Services in this example are in month 3 of the Service Period (i.e., during the Ramp-Up Period). Then, the customer will be charged the General Tariff Rate for the 3 IEF Services which are below the Minimum STS1 Commitment. The other 7 IEF Services will be charged the rate set forth in Section 21.20.8 following in lieu of the General Tariff Rate. During month 3 of the Service Period, the Minimum Period for the 7 IEF Services which have met the Minimum STS-1 Commitment is 6 months, and the Minimum Period for the 3 IEF Services which have not met the Minimum STS-1 Commitment is 12 months.

(D) If the customer chooses to convert any existing services that it currently purchases to IEF Services, the terms and conditions of such services (including any applicable termination liability) shall apply.

(E) Upon expiration of the Service Period for each IEF Service, the terms and conditions set forth in Section 7.2.15 preceding will apply to the IEF Service. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.6 Chronic Service Outage

(A) Option 19 provides options to the customer in the event that the same IEF Service is in a Chronic Condition and meets the other requirements of this Section 21.20.6. The options available to the customer under this Section 21.20.6 apply in addition to any credit for service interruption that the customer may be eligible for under Section 2.7.1.1 (B)(10) preceding. (T)

(B) Definitions

(1) **Qualifying Service Outage** – the term "Qualifying Service Outage" shall mean an interruption of service which is a continuous sixty (60) minutes or more in duration and which renders the IEF Service inoperable due to failure of any portion of the IEF Service that is under the control of the Telephone Company. For purposes of determining the duration that the IEF Service was interrupted, a Qualifying Service Outage begins when the customer notifies the Telephone Company that service is inoperable, and ends when the Telephone Company determines that service is operable. The Condition that renders IEF inoperable is determined by the Telephone Company.

(2) **Condition** – the term "Condition" under this Option 19 denotes one of the prescribed reasons for a Qualifying Service Outage as determined by the Telephone Company after analysis of the trouble reports in its trouble ticketing service.

(3) **Chronic Condition** – the term "Chronic Condition" under this Option 19 denotes an individual IEF Service which experiences two (2) or more Qualifying Service Outages that are due to the same Condition and that occur within the same consecutive thirty (30) calendar day period.

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.6 Chronic Service Outage (Cont'd)

(C) Determination of A Chronic Condition (N)

(1) The customer must request credit for a Chronic Condition by submitting a written request to the Telephone Company within thirty (30) calendar days of the last Qualifying Service Outage (**Chronic Outage Notification**). The Chronic Outage Notification must include all relevant information about the Qualifying Service Outage to allow the Telephone Company to verify that a Chronic Condition exists, including any circuit identification number(s) for each circuit affected by the Qualifying Service Outage. Failure to provide all requested information will delay the Telephone Company's response and any available remedies as set forth in Section 21.20.6(E) following.

(2) Within two (2) business days of receiving the customer's complete and accurate Chronic Outage Notification, the Telephone Company will provide the customer with written acknowledgement of receipt of the Chronic Outage Notification.

(3) No later than five (5) business days following receipt of the customer's complete and accurate Chronic Outage Notification, the Telephone Company will provide written notice to the customer as to whether or not it can confirm that the IEF Service is in a Chronic Condition (**Telephone Company Notice**).

(D) Cure Period and Additional Review Period

(1) Once the IEF Service is in a Chronic Condition as determined by Section 21.20.6(C) preceding, a Cure Period of fifteen (15) calendar days commences (**Cure Period**). The Cure Period is the time during which the Telephone Company will attempt to correct the Chronic Condition on the affected IEF Service.

(2) If, during the Cure Period the IEF Service experiences one or more subsequent Qualifying Service Outage(s) due to the same Condition as the prior two (2) Qualifying Service Outages that caused the Chronic Condition, the provisions set forth in Section 21.20.6(E) following apply. If, during the Cure Period the IEF Service does not experience any additional Qualifying Service Outages due to the same Condition as the prior two (2) Qualifying Service Outages that caused the Chronic Condition, the provisions set forth in Section 21.20.6(E) following are not applicable. (N)

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21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.6 Chronic Service Outage (Cont'd)

(D) Cure Period and Additional Review Period (Cont'd)

(3) If, within the first sixty (60) calendar days following the Cure Period, the IEF Service experiences one or more subsequent Qualifying Service Outage(s) due to the same Condition as the prior two (2) Qualifying Service Outages that caused the Chronic Condition, the provisions set forth in Section 21.20.6(E) following apply. If, within the first 60 calendar days following the Cure Period, the IEF Service does not experience any additional Qualifying Service Outages due to the same Condition as the prior two (2) Qualifying Service Outages that caused the Chronic Condition, the provisions set forth in Section 21.20.6(E) following are not applicable. (N)

(E) Remedies

When an IEF Service that is in a Chronic Condition experiences one or more additional Qualifying Service Outage(s) during the Cure Period or within the first 60 calendar days following the Cure Period resulting from the same Condition as the prior two (2) Qualifying Service Outages that caused the Chronic Condition, the customer has the following options:

(1) Elect Option 1 or Option 2 as set forth below.

(a) Option 1. Retain the IEF Service that is in a Chronic Condition. In this case, the customer will remain responsible for all terms and conditions and rates and charges applicable under this Option 19. When the customer elects this option, for an IEF Service, such IEF Service is not eligible for any additional remedies or rights under this Section 21.20.6, other than the CDP Commitment Reduction Option as set forth in Section 21.20.6(E)(2) following.

(b) Option 2. Terminate the IEF Service that is in a Chronic Condition. The customer must terminate the entire IEF Service and all STS1 Terminations associated therewith. Partial terminations of an IEF Service or termination of one (1) or more STS1 Terminations are not permitted under this Section 21.20.6(E). Termination must occur within ninety (90) calendar days of the Telephone Company Notice that the IEF Service is experiencing a Chronic Condition. Termination under this Section 21.20.6(E)(1) will not incur charges for failure to satisfy the Minimum Period obligation or any termination liability associated with the affected IEF Service(s) as they may apply in this Option 19 and other sections of this tariff. The customer is responsible for issuance of the necessary access orders to terminate the service. When the customer elects this option, other services that utilize STS1 Terminations for transport within the affected IEF Service are not relieved of their minimum period obligations, termination liability, or shortfall penalty, as they may apply for the specific service(s) involved. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

(N)

21.20.6 Chronic Service Outage (Cont'd)

(E) Remedies (Cont'd)

(2) CDP Commitment Reduction Option: In addition to the election of Option 1 or 2 preceding, a customer enrolled in a current CDP, pursuant to Section 25 following of this tariff, has the option to reduce the minimum commitment of DS0 equivalents in CDP by the lesser of:

(a) the total number of DS0 equivalents that subtend an IEF Service(s) that are eligible for remedies as set forth in this Section 21.20.6 preceding; or

(b) 192 DS3-equivalents (a DS3 equivalent being 672 DS0s or 28 DS1s).

The customer must include IEF Services in its CDP in order to be eligible for this option. In each case, the customer shall not be liable for any shortfall charges under the CDP to the extent the customer meets the reduced minimum commitment under the CDP (i.e., the commitment reduced by the applicable number of DS-x equivalent circuits attributable to the IEF Service that is eligible for remedies as set forth in this Section 21.20.6(E)).

When Option 1 is selected along with the CDP Commitment Reduction Option, the IEF Service that is eligible for remedies as set forth in this Section 21.20.6(E) will continue to receive the discounted pricing it was eligible for under the current CDP. If such IEF Service is part of CDP where all IEF Services are aggregated, other IEF facilities which are part of such CDP but are not in a Chronic Condition will continue to receive the discounted pricing consistent with the original commitment level on that CDP (i.e., the commitment prior to the reductions described in Section 21.20.6(E)).

21.20.7 Exceptions

The remedies set forth in Section 21.20.6(E) preceding will not apply in the following instances.

(A) Interruptions, failures, or delays in service resulting from DC power, equipment, service, or services not under the sole responsibility of the Telephone Company.

(B) Interruptions, failures, or delays in service resulting from customer owned and/or installed equipment.

(C) Interruptions, failures, or delays in service that occur at any time in which the Telephone Company or its authorized agents, after reasonable attempt to gain access to the customer's premises, are not granted access to such premises where Telephone Company facilities and equipment associated with the provision of IEF Service are terminated.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.7 Exceptions (Cont'd)

(D) Interruptions or delays in service resulting from maintenance, rearrangement of service, or implementation of an order authorized by the customer.

(E) Interruptions, failures, or delays in service resulting from the customer's refusal to release IEF Service(s) to the Telephone Company or its authorized agents for testing and/or repair, after reasonable attempts by the Telephone Company or its authorized agent to schedule repair with the customer.

(F) Interruptions, failures, or delays in service due to acts of God or the public enemy, compliance with any order of any governmental authority, acts of terrorism, war, rebellion, insurrection, or sabotage or damage resulting from, fires, floods, earthquakes, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, breakdowns, riots, strikes or other concerted acts of its employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer, or electronic services, or any similar cause, or other causes beyond such party's reasonable control.

(G) Interruptions, failures, or delays in service during periods of scheduled maintenance and scheduled downtimes where the customer has received prior written (electronic, fax, or paper) notification from the Telephone Company.

(H) Interruptions resulting from the negligence, gross negligence, willful misconduct, or other act or omission of the customer or other party authorized by the customer to use the service.

(I) Any other interruptions of the IEF Service due to any of the reasons specified in Section 2.7.4(B) preceding. (T)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.20 Contract Tariff Option 19 (Cont'd)

21.20.8 Rates and Charges (N)

The following rates apply in all operating territories, subject to the customer complying with the terms of this Option 19.

	Monthly Rate	Nonrecurring Charge
Per STS1/51.84 Mbps Termination with a Fractional IEF OC48 IEF Service*		
12	$343.33	$1.00
13	342.41	1.00
14	340.58	1.00
15	338.74	1.00
16	337.82	1.00
17	335.99	1.00
18	334.15	1.00
19	333.23	1.00
20	331.40	1.00
21	329.56	1.00
22	327.73	1.00
23	326.81	1.00
24	324.97	1.00
25	323.14	1.00
26	322.22	1.00
27	320.38	1.00
28	318.55	1.00
29	317.63	1.00
30	315.79	1.00
31	313.96	1.00
32	312.12	1.00
33	311.20	1.00
34	309.37	1.00
35	307.53	1.00
36	306.61	1.00
37	304.78	1.00
38	302.94	1.00
39	300.19	1.00
40	296.51	1.00
41	292.84	1.00
42	289.17	1.00
43	285.50	1.00
44	280.91	1.00
45	277.24	1.00
46	273.56	1.00
47	269.89	1.00
48 and over	265.30	1.00

* The Interface is sold separately under Section 7.5.21 preceding. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.21 Contract Tariff Option 20 (N)

(A) Scope

Contract Tariff Option 20 (**Option 20**) is an offering exclusively for customers who subscribe to Special Access Basic Video Service (**BVS**), as set forth in Section 7.2.5 preceding, and in accordance with the terms and conditions of Option 20. Option 20 provides for a billing credit for BVS as described herein.

(B) Serving Area

(1) The serving area of Option 20 is comprised of the New York NY MSA (**MSA #1**). Wire centers for MSA #1 are listed in Section 14.7 preceding and in Section 15.3 of the Telephone Company's Tariff F.C.C. No. 11. (x) (x)

(2) Any additions or changes to the wire centers included in MSA #1 that occur after February 2, 2005 will apply and be included in Option 20.

(C) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 20.

(1) Customers who wish to subscribe to Option 20 must do so by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on February 2, 2005 and ends on March 4, 2005 (**Subscription Period**).

(2) The customer must subscribe to a minimum of two hundred (200) and up to a maximum of three hundred (300) BVS Services within MSA #1 (**Service Commitment**).

(3) The originating and terminating point of each BVS Service ordered under Option 20 must be located entirely within MSA #1. (N)

(x) Issued under authority of Special Permission No. 05-002 of the Federal Communications Commission

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.21 Contract Tariff Option 20 (Cont'd) (N)

(D) Service Period

The Service Period of this Option 20 is twelve (12) months and shall commence as follows. For those customers who, as of the end of the Subscription Period, have sufficient in-service BVS Services to satisfy eligibility as determined in (C)(2) preceding, the Service Period shall commence on the first day of the bill period that follows the end of the Subscription Period (**Service Period**). For those customers who, as of the end of the Subscription Period, have sufficient BVS Services that are in-service and on order to satisfy eligibility requirements as set forth in (C)(2) preceding, the Service Period shall commence upon installation of the last BVS Service installed to meet the eligibility requirements (**Service Period**).

(E) Terms and Conditions

(1) The regulations, terms, and conditions provided in this Section 21.21 apply to all customers who subscribe to BVS (as offered under Option 20) in MSA #1 during the specified Subscription Period set forth in (C)(1) preceding.

(2) The rates and charges applicable to BVS under this Option 20 are the rates set forth in Section 7.5.5 preceding (as determined in Section 14.7 preceding).

(3) In any month where the customer's BVS Service is either below the Service Commitment or exceeds the Service Commitment as specified in (C)(2) preceding, the customer shall not be eligible for the billing credits specified in (E)(4) following for the entire Service Period.

(4) Billing Credits

(a) The customer qualifies for billing credits under this Option 20 if the customer meets the Service Commitment during each month of the Service Period. Customers who qualify for billing credits will receive an initial billing credit under (E)(4)(b)(1) following and a final billing credit under (E)(4)(c)(1) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.21 Contract Tariff Option 20 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Billing Credits (Cont'd)

(b) Initial Billing Credit

(1) The customer qualifies for an initial billing credit if the customer has met its Service Commitment in each of the first six (6) months of the Service Period. Qualification is determined in a review performed by the Telephone Company following the initial 6 months of the Service Period.

(2) The initial billing credit for qualifying customers will be an amount equal to two percent (2%) of the rates and charges that were assessed to the customer for the BVS Basic Channel Termination, Fixed Channel Mileage, and Per Mile Channel Mileage rate elements over the first 6 months of the Service Period. In calculating the initial billing credit, the Telephone Company will only include the recurring monthly charges and nonrecurring charges for the above rate elements. The calculation will exclude all other rate elements, interest penalty as applied under Section 2 preceding, fees, billed taxes, or any other charges not attributable to the Basic Channel Termination, Fixed Channel Mileage, and Per Mile Channel Mileage rate elements. The Telephone Company will apply the initial billing credit to the customer's next bill that follows the review set forth in (E)(4)(b)(1) preceding.

(c) Final Billing Credit

(1) The customer qualifies for a final billing credit if the customer has met the Service Commitment for each of the twelve (12) months of the Service Period.

(2) In order to qualify for the final billing credit, the customer must have already qualified for the initial billing credit under (E)(4)(b) preceding and must have met its Service Commitment in each month of the Service Period.

(3) In the event that the customer qualified for and received the initial billing credit, but does not qualify for the final billing credit, the customer does not qualify to receive the final billing credit and must return the initial billing credit that was already issued. The billing credit shall be returned through the issuance of an adjustment to the customer's account that charges an amount equal to the initial billing credit that was previously applied. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.21 Contract Tariff Option 20 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Billing Credits (Cont'd)

(c) Final Billing Credit (Cont'd)

(4) The final billing credit for qualifying customers will be an amount equal to two percent (2%) of the rates and charges that were assessed to the customer for the BVS Basic Channel Termination, Fixed Channel Mileage, and Per Mile Channel Mileage rate elements over the prior 6 months of the Service Period. In calculating the final billing credit, the Telephone Company will only include the recurring monthly charges and nonrecurring charges for the above rate elements. The calculation will exclude all other rate elements, interest penalty as applied under Section 2 preceding, fees, billed taxes, or any other charges not attributable to the Basic Channel Termination, Fixed Channel Mileage, and Per Mile Channel Mileage rate elements. The Telephone Company will apply the final billing credit to the customer's next bill that follows the review set forth in (E)(4)(c)(1) preceding.

(5) Expiration of the Service Period

Upon expiration of the Service Period, the customer may discontinue service or continue with the service at the rates and charges set forth for BVS in Section 7.5.5(A) through (C) and under the terms and conditions set forth in Section 7.2.5 preceding. In either case, no further billing credits will be issued.

(6) Minimum Period

The minimum period for BVS Services under this Option 20 is the minimum period for BVS specified in Section 7.2.5(E)(4)(b) preceding. In the event that the customer discontinues service prior to the end of the minimum period, charges in accordance with Section 5.2.6 preceding will apply from the date of disconnection to the end of the minimum period.

(7) The customer may not subscribe to any other contract tariff option for BVS that may be offered under this Section 21 unless the other contract tariff option specifically allows such subscription. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.21 Contract Tariff Option 20 (Cont'd) (N)

(F) Rates and Charges

(1) The rates and charges for BVS are set forth in Sections 7.5.5(A) through (C) preceding.

(2) Any other work, services, or facilities required, including special construction, will be provided subject to the Telephone Company's applicable filed and effective tariff rates, terms, and conditions then in effect. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (N)

(A) Scope

Contract Tariff Option 21 (**Option 21**) is offered for a service commitment period of one (1) year and provides a customer with a one-time credit when it meets certain total billed revenue (**TBR**) thresholds set forth in (B)(2) following for the Qualifying Services set forth in (E)(1) following (**TBR for Qualifying Services**). Calculation of TBR for Qualifying Services shall be in accordance with the terms of this Option 21.

(B) Eligibility

The customer must meet all of the following eligibility criteria in order to be eligible for subscription to Option 21.

(1) A customer subscribes to Option 21 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on February 17, 2005 and ends on March 18, 2005 (**Subscription Period**).

(2) During the twelve (12) month period prior to the commencement of the Service Period (as defined in (C) following), the customer must have achieved both:

(a) a minimum of $144,000,000 (**$144M**) in billed revenue for all Qualifying Services (as defined in (E) following) purchased by the customer from the Telephone Company; and

(b) a minimum of $45,000,000 (**$45M**) in billed revenue in Qualifying Facilities Management Services (**FMS**) (as defined in (E)(1) following) purchased by the customer from the Telephone Company. The billed revenue for all Qualifying Services as set forth in (B)(2)(a) preceding shall include the billed revenue for Qualifying FMS.

(3) During the Service Period, the customer must achieve a TBR, as described in (E)(1)(b) following, for Qualifying Services (as defined in (E)(1) following) of not less than $134,000,000 (**$134M**) and no more than $165,000,000 (**$165M**) for Qualifying Services. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(B) Eligibility (Cont'd)

(4) In order to receive any Billing Credit (as defined in (E)(2)(a) following), other than a Billing Credit of $0 under this Option 21, the customer must achieve both:

(a) a minimum TBR of at least $144M of Qualifying Services and less than or equal to a maximum of $165M; and

(b) a minimum TBR of at least $45M of Qualifying FMS during the Service Period. The TBR for Qualifying Services set forth in (B)(4)(a) preceding shall include the TBR for Qualifying FMS.

TBR for Qualifying Services and TBR for Qualifying FMS shall be calculated using the criteria and mechanism set forth in this Option 21. Billing Credits shall vary depending on the TBR for Qualifying Services and Qualifying FMS achieved by the customer during the Service Period, and such Billing Credits shall be calculated in accordance with terms and conditions of this Option 21.

(5) Other than as set forth in (E)(5) following, the customer may not concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period which provides a discount, credit, or other reduction in rates or terms based on achievement of certain revenue targets by the customer for the Qualifying Services.

(C) Service Period

The Service Period of this Option 21 shall be for a period of one (1) year beginning March 1, 2005 (**Service Period**). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(D) Service Area

The Billing Credit will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and the Telephone Company's Tariff F.C.C. Nos. 11 and 14 (**Service Area**). Wire centers for the Phase II MSAs are listed in Section 14.7 preceding, Section 15.3 of the Telephone Company's Tariff F.C.C. No. 11, and Section 19.1 of the Telephone Company's Tariff F.C.C. No. 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding) that occur during the Service Period of this Option 21 will apply. No Billing Credits will be provided in the operating territories of the Telephone Company's Tariff F.C.C. No. 16, on Advanced Services purchased from Section 16 preceding, or from the Telephone Company's other tariffs offering Advanced Services, but the calculation of the TBR for the Qualifying Services will include all Qualifying Services purchased by the customer under Section 16 preceding and the Telephone Company's Tariff F.C.C. Nos. 16 and 20 as set forth in (E)(1)(a) following. (x) (x) (x) (x) (x) (x) (x) (x) (x) (N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions

(1) Qualifying FMS and Qualifying Services

(a) Description of Qualifying Services

Qualifying Services will be comprised of the following services purchased by the customer during the Service Period:

(1) Special Access Voice Grade, Digital Data Service (**DDS**), DS1, DS3, and SONET services, as set forth in Sections 7 and 8 preceding, and Section 25 following; the Telephone Company's Tariff F.C.C. No. 11 (Sections 7, 25, 26, 30, and 31); the Telephone Company's Tariff F.C.C. No. 14 (Sections 5 and 20); and the Telephone Company's Tariff F.C.C. No. 16 (Sections 7 and 20) (collectively, **Special Access**); (x) (x) (x) (x)

(2) Switched Access DS1 and DS3 Direct Trunk Transport services, as set forth in Section 6 preceding; the Telephone Company's Tariff F.C.C. No. 11 (Sections 6, 30, and 31); the Telephone Company's Tariff F.C.C. No. 14 (Section 4); and the Telephone Company's Tariff F.C.C. No. 16 (Section 6) (collectively, **Switched DTT**); and (x) (x) (x) (x)

(3) Advanced Services, as set forth in Sections 16 and 22 preceding; the Telephone Company's Tariff F.C.C. No. 20; the Telephone Company's Tariff F.C.C. No. 11 (Sections 17 and 33); the Telephone Company's Tariff F.C.C. No. 14 (Section 16); and the Telephone Company's Tariff F.C.C. No. 16 (Section 18) in the operating territories covered by such tariffs (collectively, **Advanced Services**); and (x) (x) (x) (x) (x) (x)

(4) Qualifying FMS which is comprised of any Switched or Special Access FMS, as set forth in Sections 6.8.26 and 7.2.13 preceding, and the Telephone Company's Tariff F.C.C. No. 11 (Sections 6.2.12 and 7.2.16) (**Qualifying FMS**) (x) (x)

If the Telephone Company introduces a new Special Access Service, Switched DTT Service, Advanced Service, or an enhancement to an existing Special Access Service, Switched DTT Service or Advanced Service in its Tariff F.C.C. Nos. 1, 11, 14, 16, and 20 (collectively, **Tariffs**), then such services shall be automatically included in Qualifying Services, and the customer's purchases of such new or enhanced Qualifying Services shall be included in the calculation of TBR, subject to the terms and conditions set forth in this Option 21. (x) (x)

All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in this (E)(1)(a) shall not be eligible for inclusion as a Qualifying Service under this Option 21. (N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(b) Revenues Included in Calculation of TBR for Qualifying Services

The customer's TBR for Qualifying Services shall include only the following:

(1) monthly billed recurring revenues, including any credits or discounts given under existing pricing plans (e.g., Term Payment Plans or Commitment Discount Plan), if applicable, that are generated in the course of billing monthly recurring revenue for the Qualifying Services provided during the Service Period;

(2) certain installation and maintenance related non-recurring revenues associated with new installations of certain Qualifying Services provided during the Service Period; and

(3) any credits and adjustments made to monthly recurring billed amounts for Qualifying Services, as set forth in (E)(1)(b)(1) preceding, which are purchased by the customer during the Service Period.

(c) Examples of Revenue Not Included in Calculation of TBR for Qualifying Services

TBR for Qualifying Services does not include any revenue other an as set forth in (E)(1)(b) preceding. The following types of charges are an illustrative list and are not intended to be a comprehensive listing of all other charges excluded from the calculation of TBR for Qualifying Services.

- non-recurring charges other than those set forth in (E)(1)(b) preceding;
- taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
- service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty);
- any other charges which are not applied on a recurring monthly basis;
- any other billed amount related to Qualifying Services for which payment is being withheld or under dispute by the customer;
- credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
- Shortfall or overage charges associated with term plan true-ups (e.g., such as failure to satisfy commitment levels pursuant to a term plan);
- minimum period charges;
- termination liabilities; or
- Billing Credits (as defined in (E)(2)(b) under this Option 21. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(d) FMS Plan – Combined Commitment Levels and Coterminous Expiration Date

(1) Combined Commitment Level

All of the customer's FMS Special Access and Switched Access DS-0 Commitment Levels in this tariff and in the Telephone Company's (x)
Tariff F.C.C. No. 11 shall be combined together to form one (x)
Commitment Level, allowing the Telephone Company to manage FMS as a single plan across both tariffs. Commitment Levels for FMS are (x)
specified in Sections 6.8.26(D)(3) and 7.2.13(D)(3) preceding and Sections 6.2.12(E)(5) and 7.2.16(E)(5) in the Telephone Company's (x)
Tariff F.C.C. No. 11. This combined Commitment Level shall be the (x)
Commitment Level used to determine compliance with the FMS plan. In the event that the customer does not meet the combined DS-0 equivalent Commitment Level at the time of the Annual Review, then the customer shall be subject to any applicable shortfall penalties that may be assessed in accordance with Sections
6.8.26(D)(3)(b)(ii) and 7.2.13(D)(3)(b)(ii) preceding and Sections (x)
6.2.12(E)(4)(b) and 7.2.16(E)(4)(b) of the Telephone Company's (x)
Tariff F.C.C. No. 11. (x)

(2) Coterminous Expiration Date

Regardless of the existing term of a Qualifying FMS, all Qualifying FMS shall become coterminous and expire on May 1, 2007. In the event that the customer terminates any FMS plan prior to May 1, 2007, termination liability under each FMS plan shall apply as set forth in Sections 6.8.26(F) and 7.2.13(F) preceding and Sections 6.2.12(G)(3) and 7.2.16(G)(3) of the Telephone Company's (x)
Tariff F.C.C. No. 11. (x)

Except as otherwise set forth in this Option 21, the terms and conditions of the applicable FMS plans shall continue to apply to Qualifying FMS purchased by customer. The terms of this (E)(1)(d) shall survive expiration of this Option 21 and remain in effect until May 1, 2007. (N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(e) Mergers and Acquisitions of Customer

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Option 21 and the Tariffs. (x)

(i) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services.

(ii) The customer shall continue subscribing to this Option 21 and the applicable Contract Tariffs for the duration of the Service Period based on its business with the Telephone Company as of February 17, 2005, without adding the revenues attributable to expansion of the customer's purchase of Services from the Telephone Company though merger, transfer, assignment, or acquisition. (x)

(iii) The Telephone Company reserves the right to terminate this Option 21 if the customer does not adhere to the provisions of this (E)(1)(e).

(N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(f) Sale of Verizon Operating Telephone Company

If a Verizon operating telephone company issuing this tariff, or the assets of such Verizon operating telephone company are acquired by an unaffiliated third party (**Acquired VZ Telco**), and the Telephone Company does not provide the Qualifying Services to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in the Telephone Company's Tariffs F.C.C. No. 1, No. 11, No. 14, No. 16, and No. 20. (x) (x)

(i) each range or tier of the TBR for Qualifying FMS and the TBR for Qualifying Services set forth in the table in (E)(2)(b) following shall be proportionately reduced by the applicable Acquisition Reduction Amount (as calculated in this (E)(1)(f));

(ii) all Billing Credits set forth in the table in (E)(2)(b) following shall be reduced by a percentage which shall be calculated by dividing the Acquisition Reduction Amount for Qualifying Services by $144M; and

(iii) in calculating the Shortfall Penalty or Termination Liability, as set forth in Sections (E)(3) and (E)(4) following, respectively, the TBR of $134M for Qualifying Services shall be reduced by the Acquisition Reduction Amount for Qualifying Services, or the Acquisition Reduction Amount for Qualifying FMS, as calculated in this (E)(1)(f). For example, if the Acquisition Reduction Amount for Qualifying Services, as calculated in this (E)(1)(f), is $7,500,000 (**$7.5M**), then a Shortfall Penalty will not be assessed if the customer has a TBR for Qualifying Services of at least $126,500,000 (the minimum TBR for Qualifying Services of $134M less the Acquisition Reduction Amount of $7.5M). (N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(f) Sale of Verizon Operating Telephone Company (Cont'd)

An Acquisition Reduction Amount shall be calculated for each of the Qualifying FMS and the Qualifying Services as follows:

Step 1: calculate the TBR for Qualifying FMS or the TBR for Qualifying Services, as applicable, purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Services;

Step 2: calculate the average monthly amount purchased by the customer from the Acquired VZ Telco for Qualifying FMS or the TBR for Qualifying Services, as applicable, by dividing the number in Step 1 above by 12; and;

Step 3: multiply the average monthly amount for Qualifying FMS or the TBR for Qualifying Services, as applicable, calculated in Step 2 above by the number of months remaining in the Service Period.

(N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(f) Sale of Verizon Operating Telephone Company (Cont'd)

As an illustrative example, assume that Verizon Delaware LLC was acquired by an unaffiliated third party and ceased to operate in month 3 of the Service Period. Assume that the customer purchased $4,000,000 (**$4M**) of Qualifying FMS and a total of $10,000,000 (**$10M**) of Qualifying Services from Verizon Delaware LLC during the twelve (12) months prior to the time that Verizon Delaware LLC ceased to provide the Services under this Option 21. Assume also that at the end of the Service Period, the customer has achieved a TBR for Qualifying FMS of $47,000,000 and TBR for Qualifying Services of $150,000,000. To calculate the applicable Billing Credit, or the application of Shortfall Penalty (as defined in (E)(3) following) at the end of the Service Period, the following shall apply: (C) (C) (C)

Step 1: calculate the Acquisition Reduction Amounts. The Acquisition Reduction Amount for Qualifying Services is $7.5M in Qualifying Services (calculated as $833,333 ($10M divided by 12) multiplied by the remaining 9 months of the Service Period). The Acquisition Reduction Amount for Qualifying FMS is $3,000,000 (**$3M**) (calculated as $333,333 ($4M divided by 12) and multiplied by the remaining 9 months of the Service Period).

Step 2: determine the new table for calculation of Billing Credits or Shortfall Penalties (as defined in (E)(3) following) based on the Acquisition Reduction Amounts. Subtract $7.5M (the Acquisition Reduction Amount for Qualifying Services) from each range or tier of the TBR for Qualifying Services and $3M (the Acquisition Reduction Amount for Qualifying FMS) from each range or tier of the TBR for Qualifying FMS. This will provide an adjusted table for the determination of the Billing Credit or Shortfall Penalty, as applicable.

Step 3: determine the applicable Billing Credits as defined in (E)(2) or Shortfall Penalty as described in (E)(3) from the new table calculated in Step 2 above. In this example, the Billing Credit set forth in the table at (E)(2) following will be reduced by 5.2% (calculated as $7.5M divided by $144M). Customer would be eligible for a Billing Credit of $11,470,000 ($12,100,000 Billing Credit using the table set forth in (E)(2)(b) following less $630,000 ($12,100,000 multiplied by 0.052).

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS and Qualifying Services (Cont'd)

(g) Business Downturn

In the event of a Business Downturn (as defined in this (E)(1)(g)) which results in Customer being unable to meet the minimum TBR for Qualifying Services of $134M (and notwithstanding the customer's best efforts to avoid such a shortfall), the customer shall not be liable for a Shortfall Penalty pursuant to (E)(3) following to the extent that the Business Downturn results in a reduction in the Qualifying Services purchased by the customer as set forth in this (E)(1)(g). In the event that the customer seeks to invoke the Business Downturn clause under this Option 21, then it shall provide to the Telephone Company written notice of its intent to exercise this clause and any information and records requested by the Telephone Company to support its claim, including without limitation, documentation demonstrating that the End User's bankruptcy, liquidation, or reorganization resulted in the termination or severe decrease in purchases of Qualifying Services by the customer. At its option, the Telephone Company may conduct an audit of the customer's records relating to the discontinued Qualifying Services. Other than with respect to the relief from the Shortfall Penalty as expressly provided in this section, this provision does not constitute a waiver of any charges, penalties, or other amounts, including without limitation, the Shortfall Penalty and any termination liabilities, which the Telephone Company may otherwise be entitled to under this Option 21 or the applicable Tariffs. (x)

Business Downturn shall mean the loss of one or more customers of the customer (**End Users**) due to the bankruptcy, reorganization, or liquidation of such End User(s), which results in the End User(s) ceasing to purchase, or severely curtailing its purchases of Qualifying Services from the customer, which in turn directly results in a twenty-five (25%) or greater reduction in the minimum TBR for Qualifying Services of $134M (i.e., Customer's TBR at the end of the Service Period must be at or below $100,500,000 (**$100.5M**) in order to exercise this clause). For example, assume that an End User declared bankruptcy and ceased purchasing services from Customer, which in turn resulted in a corresponding decrease in the customer's purchase of the Qualifying Services. As a result, the customer's TBR for the Qualifying Services at the end of the Service Period is $120,000,000. Under this scenario, the customer has not experienced a Business Downturn as defined herein since the customer has achieved a TBR of more than $100.5M. The customer shall be liable for a Shortfall Penalty of $7M pursuant to Section (E)(3) following. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit

(a) At the end of the Service Period, the Telephone Company shall calculate (1) the total TBR achieved by the customer during the Service Period for Qualifying Services; and (2) the total TBR achieved by the customer during the Service Period for Qualifying FMS, in each case in accordance with the terms and condition set forth in this Option 21. Subject to the terms and conditions relating to disputes as set forth in (E)(3)(iv) and (E)(3)(v) following, and subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable credit set forth in the table at (b) following (the **Billing Credit**), which Billing Credit may be $0 depending on the customer's TBR for the Qualifying Services and TBR for the Qualifying FMS during the Service Period. If the customer has not met the minimum TBR requirement for Qualifying Services of $134M, or the adjusted minimum TBR requirement pursuant to (E)(1)(f) preceding, then the customer shall not receive any Billing Credits (i.e., a Billing Credit of $0 as set forth in the table set forth in (E)(2)(b) following), and the customer shall be liable for the Shortfall Penalty as set forth in (E)(3) following.

(b) The Billing Credit shall be determined by using the table below. To calculate the Billing Credit, first, locate the customer's TBR for Qualifying FMS using the "x axis" of the table below under the heading "TBR for Qualifying FMS ($M)". Second, locate the customer's TBR for all Qualifying Services using the "y axis" of the table below under the heading "TBR for Qualifying Services ($M)". Third, find the corresponding meet-point of the two TBR amounts to determine the dollar amount of the Billing Credit. TBR Amounts will be rounded up or down to the nearest $10,000. As an illustrative example, assume that the customer has a TBR for Qualifying FMS of $46,993,456.27 (rounded down to $46.99) and a TBR for all Qualifying Services of $154,494,666.23 (rounded down to $154.49M), then the customer shall be eligible for a Billing Credit of $8,100,000.00 (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) (Cont'd)

TBR for Qualifying Services ($M)	TBR for Qualifying FMS ($M)							
	0.00 to 44.99	45.00 to 46.99	47.00 to 48.99	49.00 to 50.99	51.00 to 52.99	53.00 to 54.99	55.00 to 56.99	57.00 +
134.00 – 143.99*	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
144.00 – 146.62	$0.0	$4.2	$4.9	$5.6	$6.3	$7.0	$7.7	$8.4
146.63 – 149.24	$0.0	$5.5	$6.2	$6.9	$7.6	$8.3	$9.0	$9.7
149.25 – 151.87	$0.0	$6.8	$7.5	$8.2	$8.9	$9.6	$10.3	$11.0
151.88 – 154.49	$0.0	$8.1	$8.8	$9.5	$10.2	$10.9	$11.6	$12.3
154.50 – 157.12	$0.0	$9.4	$10.1	$10.8	$11.5	$12.2	$12.9	$13.6
157.13 – 159.74	$0.0	$10.7	$11.4	$12.1	$12.8	$13.5	$14.2	$14.9
159.75 – 162.37	$0.0	$12.1	$12.8	$13.5	$14.2	$14.9	$15.6	$16.3
162.38 – 165.00	$0.0	$13.4	$14.1	$14.8	$15.5	$16.2	$16.9	$17.6

* Shortfall Penalty applies if Customer is below this range for Qualifying Services, as set forth in (E)(3) following.

(c) The Billing Credit shall apply after all other discounts, adjustments, and credits to the customer's monthly billed recurring revenues for the Qualifying Services have been calculated and applied. For instance, if the customer subscribes to Commitment Discount Plan as set forth in Section 25 of this tariff (**CDP**), then the customer would be billed CDP discounted rates on a monthly basis. These discounted revenues would be included in the customer's TBR for the Qualifying Services calculation as set forth (E)(2)(b) preceding. In accordance with (E)(1)(c) preceding, any Shortfall Penalties (as defined in (E)(3) following) resulting from an annual true-up as required by CDP would not be included in the TBR for the Qualifying Services.

(d) If the customer exceeds the maximum TBR for Qualifying Services of $165M during the Service Period, the customer will not receive the Billing Credit under this Option 21. If the customer exceeds the TBR for Qualifying FMS of $57M, but has not exceeded a TBR for Qualifying Services of $165M, then the customer shall continue to be eligible for the applicable Billing Credit set forth in the table at (E)(2)(b) preceding based on the TBR for Qualifying Services. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits; Disputes; Releases and Waivers

(1) If the customer is eligible to receive the Billing Credit, the Billing Credit will be credited to the customer's account no later than the ninetieth (90th) day following the end of the Service Period, subject to the terms of this Option 21. If the customer is required to pay a Shortfall Penalty in accordance with the terms of (E)(3) following, then the customer shall pay such amount no later than the ninetieth (90th) day following the end of the Service Period.

(2) The Telephone Company's provision of the Billing Credit is contingent on payment in full by the customer of all undisputed billed amounts for Qualifying Services no later than the 45th day after the end of the Service Period. After the 45th day following the end of the Service Period, any amounts that remain disputed or are withheld by the customer (i.e., not paid in full) shall not be used in calculation of the TBR for the Qualifying Services, TBR for Qualifying FMS, in determination of the Billing Credit, or in determination of any applicable Shortfall Penalty, as applicable. The foregoing shall apply regardless of whether such dispute is resolved in favor of the customer at a later date.

(3) Upon inclusion of any amounts in the TBR for Qualifying Services or in the TBR for Qualifying FMS, the parties agree to the following:

(i) such amounts included in the calculation of TBR shall not be subject to dispute at a later date. The Telephone Company shall not backbill for any Qualifying Services included in the calculation of the TBR;

(ii) each party waives and releases, and forever discharges the other party of and from any and all manner of claims, demands, rights, liabilities, damages, potential actions, causes of action, suits, agreements, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have arisen or might arise related to amounts payable by the customer or amounts credited to the customer by the Telephone Company for the Qualifying Services provided by the Telephone Company to the customer during the Service Period.

(iii) The customer shall retain its right to dispute with respect to any amounts that are not included in the TBR for Qualifying Services or in the TBR for Qualifying FMS. The Telephone Company shall retain its rights to backbill for any Qualifying Services not included in the calculation of TBR for the Qualifying Services. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(3) (Cont'd)

(iii) (Cont'd)

As an illustrative example, assume that the Telephone Company calculates the TBR for the Qualifying Services to be equal to $160,000,000 (**$160M**), and the TBR for Qualifying FMS to be equal to $50,000,000 (**$50M**). Assume that of the $160M, the customer disputes $10M in Special Access Services, and has no other disputes for Qualifying Services. Assume also that the customer has paid such amount and that such dispute remains unresolved as of the 90th day following the end of the Service Period. Then, the final TBR for Qualifying Services shall be $150,000,000 ($160M less the $10M in disputes) and the final TBR for Qualifying FMS of $50M, and the Telephone Company shall pay a Billing Credit of $8,200,000 in accordance with the terms of this Option 21. The customer shall retain its right to dispute and recover any amounts (and interest penalties, as applicable) on the outstanding dispute of $10M, but such amounts (even if resolved in favor of the customer at a later date) shall not result in an adjustment of the Billing Credit. The Telephone Company may backbill the customer for any Qualifying Services included in the $10M. Upon payment of the Billing Credit, the customer may not dispute, and the Telephone Company may not backbill, charges on any amounts included in the $150,000,000 (the TBR for Qualifying Services) or in the $50M (the TBR for Qualifying FMS).

(iv) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(3) (Cont'd)

(v) The customer's disputes with respect to Qualifying FMS shall reduce the amount of the TBR for Qualifying FMS as calculated in (E)(2) preceding. Notwithstanding the foregoing, the aggregate amount of all disputes (including disputes for Qualifying FMS from the prior sentence and Services other than Qualifying FMS) shall reduce the amount of the TBR for Qualifying Services, as calculated in accordance with the terms of this Option 21. For example, if the customer has billed revenue of $50M in Qualifying FMS, of which $5,000,000 (**$5M**) are disputed by the customers, then the TBR for Qualifying FMS shall be $45,000,000. In addition, assume that the customer has $150M of billed revenue of Qualifying Services, which amount includes billed revenues of $50M in Qualifying FMS. If the customer has disputes of $10M on Services other than Qualifying FMS, then the TBR for Qualifying Services shall be $135,000,000 ($150M less $15,000,000 in disputes (comprised of $5M in disputes on Qualifying FMS plus $10M in disputes on other Switched Access, Special Access, and Advanced Services).

(vi) The amount of the Billing Credit shall not be subject to any interest penalty. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Shortfall Penalty

If the customer does not satisfy the minimum TBR requirement for Qualifying Services of $134M during the Service Period, the customer will pay a shortfall payment equal to fifty percent (50%) of the difference between minimum TBR of $134M, or the adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding, as applicable, and the customer's actual annual TBR for the Qualifying Services during the Service Period (the **Shortfall Penalty**). In addition, and even upon payment of the Shortfall Penalty as set forth in the prior sentence, the customer will not be eligible to receive any applicable Billing Credits under this Option 21. If the customer has a TBR for Qualifying Services of at least $134M, or an adjusted minimum TBR requirement as set forth in Section (E)(2) preceding, then no Shortfall Penalty, as set forth in this Section (E)(3), shall apply, but the customer may be ineligible for any Billing Credits, as set forth in the table set forth in (E)(2)(b) preceding, based on the customer's TBR for Qualifying Services and the customer's TBR for Qualifying FMS, each as adjusted in accordance with (E)(1)(f) preceding, as applicable. As an illustrative example, assume that the customer has achieved a TBR for the Qualifying Services of $125,000,000 (**$125M**) during the Service Period, and assuming that no adjustment under (E)(2)occurred, then the customer shall pay to the Telephone Company an amount equal to $4,500,000 (which is equal to $9,000,000 (i.e., minimum TBR for Qualifying Services of $134M less the customer's actual TBR for the Qualifying Services of $125M), multiplied by 50%). The customer will not be eligible to receive any applicable Billing Credits.

The customer shall not be charged a Shortfall Penalty for failing to meet the minimum TBR requirement for Qualifying FMS of $45M, or an adjusted minimum TBR requirement as set forth in (E)(1)(f) preceding, as applicable, during the Service Period. However, the customer shall not be eligible for any Billing Credits, as set forth in the table at (E)(2)(b) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Termination Charges

If Customer cancels or terminates this Option 21 or its subscription to the applicable Contract Tariff Option(s) under the Tariffs prior to the expiration of the Service Period, the customer will be liable for one hundred percent (100%) of the difference between the customer's TBR for the Qualifying Services at the time of cancellation or termination and the minimum TBR for Qualifying Services of $134M, or the adjusted minimum TBR requirement as set forth in Section (E)(1)(f) preceding, as applicable. The foregoing does not apply in the event that the customer terminates this Option 21 for the Telephone Company's failure to materially comply with this Option 21 or the Tariffs applicable to the Qualifying Services. In addition, the customer shall not be eligible for the Billing Credit. This section does not relieve the customer of any termination liabilities or minimum period charges under the Tariffs that may apply for termination of any individual Qualifying Service. The terms and conditions of the Tariffs, including any applicable termination liabilities, shall continue to apply with respect to termination of any Qualifying Service. (x)

As an illustrative example, assume that the customer has a TBR for the Qualifying Services of $100,000,000 during the first eight months of the Service Period, and that no adjustment under (E)(1)(f) preceding occurred. Also assume that the customer decides to terminate this Option 21 at such time, and that such termination is not related to a material failure by the Telephone Company to provide the Qualifying Services in accordance with the Tariffs. Customer shall pay termination charges of $34,000,000 (the minimum TBR of $134M for Qualifying Services less the actual TBR for the Qualifying Services of $100,000,000, multiplied by 100%). The customer shall not be eligible for any applicable Billing Credits. In this example, if customer also terminates or discontinues one or more Qualifying Services, then customer shall be responsible for any associated termination liabilities and minimum period charges assessable under the applicable Tariff for such terminated or discontinued service. (x) (N)

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21. Contract Tariffs (Cont'd)

21.22 Contract Tariff Option 21 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) New Contract Tariff Option

Provided that the customer meets all of the criteria set forth in this (E)(5), the customer will be allowed to terminate Option 21 and subscribe to the New Plan without paying the termination charges set forth in (E)(4) preceding. **New Plan** shall mean another contract tariff option for the Qualifying Services offered by the Telephone Company during the Service Period with identical or greater TBR levels than those provided under this Option 21. If the customer elects to terminate this Option 21 in order to subscribe to the New Plan, then (1) the customer must so elect in writing; (2) the customer must subscribe to the New Plan concurrently with or prior to the termination date of this Option 21 or the applicable Contract (x)
Tariff Option(s) under the Tariffs; and (3) the customer must (x)
independently qualify and be eligible for such New Plan. Unless otherwise provided in the New Plan, the customer shall not be afforded any Billing Credits under this Option 21 for any time in service under this Option 21, nor shall the customer be afforded any credit in the New Plan for any portion of the Service Period that has elapsed at the time of the customer's subscription to the New Plan. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (N)

(A) Scope

Contract Tariff Option 22 (**Option 22**) provides a discount to the monthly rates on Special Access High Capacity DS3 Service - Primary Premises Channel Termination (**SpA Primary Premises CT**) rate elements when the customer subscribes to High Capacity 44.736 Mbps Switched Access Services (**SwA DS3 Services**) and/or High Capacity 44.736 Mbps Special Access Services (**SpA DS3 Services**) in accordance with (B) through (F) following. Switched Access High Capacity DS3 Service - Primary Premises Channel Termination (**SwA Primary Premises CT**) rate elements are not eligible for the Option 22 discount, but are counted for the purpose of determining the rate step for eligibility and discounting on SpA Primary Premises CTs under this Option 22. A Primary Premises is a customer-designated premises where DS3 Services are either originated or terminated in accordance with Sections 6.8.1(A)(1) and 7.4.1(A)(1) preceding for SwA DS3 Services and SpA DS3 Services, respectively.

(B) Eligibility

To be eligible for the benefits provided under this Option 22, the customer must meet all of the following eligibility criteria.

(1) At the time of subscription to this Option 22, the customer must have a minimum count of twelve (12) SpA Primary Premises CTs and/or SwA Primary Premises CTs at each location that is within a Phase I or Phase II Metropolitan Statistical Area (**Qualifying Location**). Only those Qualifying Locations which the customer subscribes to Option 22 will be eligible for the benefits of this Option 22. The manner in which DS3 Primary Premises CTs are counted is specified in Sections 6.8.1(A)(1) and 7.4.1(A)(1) preceding for SwA DS3 Service and SpA DS3 Service, respectively. This count is used to determine the rate step and corresponding rate in the schedule set forth in Sections 6.9.1 and 7.5.9 preceding for SwA DS3 Services and SpA DS3 Services, respectively.

(2) At each Qualifying Location, all SpA Primary Premises CTs at such Qualifying Location must be subscribed to this Option 22.

(3) In order to subscribe to Option 22, the customer must subscribe at least one (1) Qualifying Location that meets the criteria set forth herein during the Subscription Period as defined in (E) following. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(B) Eligibility (Cont'd)

(4) A customer must subscribe each individual Qualifying Location that it seeks to include under this Option 22 at any time during the Subscription Period in accordance with (E) following. The date on which a Qualifying Location is subscribed to Option 22 is the date that the Service Period (as set forth in (D) following) for that Qualifying Location commences and the date that the Option 22 discount for that Qualifying Location goes into effect. The Option 22 discount is further described in (F)(4) following.

As an illustrative example, assume that customer subscribes five (**5**) Qualifying Locations on April 1, 2005 in accordance with the terms of Option 22. Assume further that customer subscribes an additional 5 Qualifying Locations on June 1, 2005. Then, the Service Period and the Option 22 discount for the initial 5 Qualifying Locations shall commence on April 1, 2005. The Service Period and the Option 22 discount for the subsequent 5 Qualifying Locations shall commence on June 1, 2005.

(5) During its subscription to this Option 22, a customer may concurrently subscribe, either currently or at any time during the Service Period, to other contract tariff offerings in this Section 21 that offer a discount or billing credit based on achievement of a total quantity or total billed revenue for qualifying services. Other than as set forth in the prior sentence, the customer may not concurrently subscribe any of the SpA Primary Premises CTs included in this Option 22 to any other contract tariff option, special service arrangement, or ICB arrangement unless specifically allowed under such contract tariff option, special service arrangement, or ICB arrangement.

(C) Serving Area

(1) The serving area of Option 22 is comprised of all Phase I and Phase II Metropolitan Statistical Areas (**MSAs**) of this tariff. The Phase II MSAs are identified in Section 14.7 preceding.

(2) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding) that occur during the Service Period of this Option 22 will apply. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(D) Service Period

(1) The Service Period for each SpA Primary Premises CT at a Qualifying Location is the time that such SpA Primary Premises CT is in-service and subscribed to Option 22, whether under a Term Pricing Plan (**TPP**), Commitment Discount Plan (**CDP**), or other commitment period as described in (D)(1)(a) through (D)(1)(e) below and (F)(12) following (**Service Period**). In no event will the Service Period of any SpA Primary Premises CT extend beyond December 31, 2010.

(a) SpA Primary Premises CTs that are included in a TPP and which subscribe to Option 22 during the Subscription Period will have an initial Service Period that is equal to the TPP of the associated SpA DS3 Service. Upon expiration of the commitment period of such TPP, such SpA Primary Premises CT will be subject to the terms and conditions set forth in (F)(12) following. The Service Period shall commence on the date that the SpA Primary Premises CT is subscribed to Option 22 and terminate on the earlier of (i) the date of disconnection of the SpA Primary Premises CT, or (ii) December 31, 2010.

(b) SpA Primary Premises CTs that are included in a TPP and added to Option 22 during the Additional Service Window under (D)(2) following will have an initial Service Period equal to the TPP of the associated SpA DS3 Service. Upon expiration of the commitment period of such TPP, such SpA Primary Premises CT will be subject to the terms and conditions set forth in (F)(12) following. The Service Period for such additional SpA Primary Premises CT(s) shall commence on the date that service is installed (**Service Date**) and terminate on the earlier of (i) the date of disconnection of the SpA Primary Premises CT, or (ii) December 31, 2010. For SpA DS3 Service under a 5-year TPP that is still in effect on December 31, 2010, the Option 22 discount applicable to such SpA Primary Premises CT under this Option 22 will cease at the close of the day on December 31, 2010.

(c) A mix of 3-year and 5-year TPPs at the same Qualifying Location is permitted. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(D) Service Period (Cont'd)

(1) (Cont'd)

(d) As an illustrative example of the foregoing, assume the following:

(1) On March 20, 2005, the customer subscribes 5 Qualifying Locations in accordance with the terms of Option 22. Assume that all SpA Primary Premises CTs at all such Qualifying Locations are under new 3-year TPPs. Then, with respect to such 5 Qualifying Locations, the SpA Primary Premises CTs at each such Qualifying Location shall have a Service Period of 3 years commencing on March 20, 2005, and shall receive the Option 22 discount from such date.

(2) On March 20, 2008, the customer renews/extends its TPP at 4 Qualifying Locations for a new 5-year commitment period and adds 10 new SpA Primary Premises CTs at each of the 4 Qualifying Locations. Then, in accordance with (F)(12) following, the Service Period of the SpA Primary Premises CTs at each such Qualifying Location, and the Option 22 discount will be available until the earlier of (i) the date of disconnection of the SpA Primary Premises CT, or (ii) December 31, 2010. In accordance with this Section (D), the Service Period and the Option 22 discount for the newly added SpA Primary Premises CTs at each location commences on March 20, 2008 and ends on (i) the date of disconnection of the SpA Primary Premises CT, or (ii) December 31, 2010. The TPP commitment period for all SpA Primary Premises CTs at such Qualifying Locations are unaffected by the Service Period under this Option 22 and shall terminate on March 20, 2013.

(3) On March 20, 2008, the 3-year commitment period at the fifth Qualifying Location terminates and the customer continues the SpA Primary Premises CTs at such Qualifying Location on a month to month basis. Then, in accordance with (F)(12) following, the Service Period of each SpA Primary Premises CTs at such fifth Qualifying Location and the Option 22 discount to each SpA Primary Premises CT at such Qualifying Location will be available until the earlier of (i) the date of disconnection of the SpA Primary Premises CT, or (ii) December 31, 2010.

(e) SpA Primary Premises CTs included in a 3-year or 5-year CDP will have an initial Service Period equal to the number of months remaining in the CDP commitment period in accordance with (F)(2) following, and such Service Period will continue under the terms and conditions set forth in (F)(12) following. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(D) Service Period (Cont'd)

(1) (Cont'd)

(f) The Service Period of SpA Primary Premises CTs under this Option 22 does not change or affect the commitment period the customer selected for its TPP or CDP under other sections of this tariff.

(2) Following initial subscription to Option 22, a customer may order additional SpA DS3 Services to be installed at a Qualifying Location at any time prior to March 31, 2008 (**Additional Service Window**). Such additions must be ordered with a 3-year or 5-year TPP or CDP, and the SpA Primary Premises CT rate elements will automatically receive the Option 22 discount in accordance with this Option 22.

SpA DS3 Services that are installed at a Qualifying Location at any time after the March 31, 2008 are not eligible for the Option 22 discount on the SpA Primary Premises CT rate elements. Such SpA DS3 Services may be ordered under any then available SpA DS3 Service offering or term plan set forth in other sections of this tariff.

(E) Subscription to Option 22

(1) Subscription of each Qualifying Location which the customer wishes to include in Option 22 must occur during the Subscription Period that begins March 16, 2005 and ends December 31, 2005 and in accordance with (E)(2) following (**Subscription Window**).

(2) A customer subscribes a Qualifying Location to Option 22 by submitting its request in writing during the Subscription Period specified in (E)(1) preceding. The request shall be submitted in a manner designated by the Telephone Company and must include, at a minimum, the following information.

(a) The Qualifying Locations, as defined in (B)(1) preceding, which are to be included in this Option 22. For each Qualifying Location, the customer must specify the Access Customer Terminal Location (**ACTL**), or in the alternative, the location of the Primary Premises. All Qualifying Locations that the customer seeks to include in this Option 22 must be subscribed to this Option 22 at any time during the Subscription Period as set forth in (E)(1) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(E) Subscription to Option 22

(2) (Cont'd)

(b) The date of subscription to Option 22. The date of subscription for a Qualifying Location is the date that the Telephone Company receives the customer's written request to subscribe such Qualifying Location to Option 22. The customer may specify a later date for its subscription to Option 22 provided that such date is no later than December 31, 2005. The date of subscription serves as the date on which the Service Period for SpA Primary Premises CTs at a Qualifying Location commences. For in-service SpA Primary Premises CTs that are subscribed to during the Subscription Period, the Option 22 discount commences with the date of subscription. For SpA Primary Premises CTs that are added during the Additional Service Window, the Service Period and Option 22 discount commence on the Service Date of the associated SpA DS3 Service.

(c) A list of Telephone Company circuit identification numbers for the SpA DS3 Services at that Qualifying Location. For each circuit identification number on the list, the customer must also specify the TPP or CDP for the SpA Primary Premises CTs as a 3-year or a 5-year period in accordance with (D)(1) preceding and (F) following.

(F) Terms and Conditions

(1) Extension or Conversion of Existing Services

In order to include a Qualifying Location in this Option 22, the customer must extend the commitment period of the current TPP or CDP or must convert the current TPP or CDP on each SpA DS3 Service at each Qualifying Location as follows:

(a) Extension of TPPs

(1) When subscribing a Qualifying Location that includes SpA DS3 Service(s) that have been in-service under their current 3-year or 5-year TPP for four (4) months or less, the customer has the option to either (i) subscribe the SpA Primary Premises CT(s) at that Qualifying Location to Option 22 under their existing TPP without having to extend the TPP under (F)(1)(a)(2) following, or (ii) subscribe the SpA Primary Premises CT(s) at that Qualifying Location to Option 22 by extending the TPP in accordance with (F)(1)(a)(2) following. The terms applicable to a 3-year extension or a 5-year extension are set forth in (F)(1)(a)(4) following. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Extension or Conversion of Existing Services (Cont'd)

(a) Extension of TPPs (Cont'd)

(2) Except as set forth in (F)(1)(a)(1) preceding, the customer must extend the TPP on each SpA DS3 Service at a Qualifying Location that has been in-service under its current 3-year or 5-year TPP for more than four (4) months at the time of subscription to Option 22 by selecting a new 3-year or 5-year TPP for each SpA DS3 Service. The terms applicable to a 3-year extension or a 5-year extension are set forth in (F)(1)(a)(4) following. SpA Primary Premises CTs that are under a TPP at the time of subscription to Option 22 are subject to the regulations set forth in (D)(1) preceding.

(3) Where the SpA Primary Premises CT at a Qualifying Location is under a month-to-month billing option at the time of subscription to Option 22, the customer must convert each month-to-month billed SpA DS3 Service at a Qualifying Location to a 3-year or 5-year TPP. No TISC as described in (F)(1)(a)(4) following will be granted for the time that the SpA DS3 Service was under a month-to-month billing option.

(4) Method of Extending TPPs and Associated TISC

(a) A TPP is extended by canceling the current TPP and subscribing to an extended (new) TPP with an equal or greater term in accordance with Section 7.4.13(A) preceding. Specifically, a 3-year TPP must be extended to a new 3-year TPP or a new 5-year TPP, and a 5-year TPP must be extended to a new 5-year TPP. Time-in-service credit (**TISC**) of one (1) year will apply towards the commitment period of the new TPP, regardless of the actual time that the SpA DS3 Service was in-service under its current TPP. TISC reduces the period of time during which the customer is subject to termination liability under the new TPP. For example, a customer subscribing to a 3-year TPP with 1 year of TISC applied is no longer subject to termination liability if the customer terminates the service after month twenty-four (24) of the commitment period (3-year commitment period less 1 year of TISC = 24 months).

(b) When extending the commitment period under this F(1)(a)(4), termination liability and minimum period obligations as set forth in Section 7.4.13 preceding are not applicable to cancellation of the current 3-year or 5-year TPP. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Extension or Conversion of Existing Services (Cont'd)

(b) Conversion of Expired TPP

A customer with an expired 3-year or 5-year TPP at a Qualifying Location must convert such SpA DS3 Service at that Qualifying Location to a new 3-year or 5-year TPP. TISC of one (1) year will apply towards the commitment period of the new TPP. TISC reduces the period of time during which the customer is subject to termination liability under the new TPP.

(2) Terms and Conditions for Special Access DS3 Services That Are Included in a CDP

For a customer whose Special Access DS3 Services are included in a CDP as set forth in Section 25 following, the customer must choose one of the following options:

(a) If the expiration date for the CDP is on or after December 31, 2007, no action is required.

(b) If the expiration date of the CDP is prior to December 31, 2007, the customer must choose one of the following options prior to the expiration date of the CDP commitment period.

(1) Extend the commitment period of the CDP under the terms and conditions set forth in Section 25.1.8(D)(8) following; or

(2) Convert the Special Access DS3 Services upon expiration of the CDP commitment period to a 3-year or 5-year TPP with a commitment period that begins with the expiration of the CDP.

(3) With the exception of the SpA Primary Premises CTs specified in this Option 22, no other Special Access DS3 channel terminations are eligible for the Option 22 discount including any channel termination associated with Type 1 Facility Management Service, Switched Access DS3 Primary Premises Entrance Facilities CTs, and Special Access DS3 Secondary Premises CTs. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(4) Option 22 Discount Levels and Application of the Option 22 Discount

(a) Option 22 offers a discount to SpA Primary Premises CT rate elements that meet the terms and conditions of this Option 22. Only those SpA Primary Premises CTs that are subscribed to Option 22 and meet the requirements set forth herein will receive the Option 22 discount set forth in (F)(4)(d) following. The discount level is determined by the rate step achieved for the number of in-service SpA Primary Premises CTs at a Qualifying Location as set forth in (F)(4)(d) following.

(b) The Telephone Company will first apply any discount associated with the TPP or CDP under which the SpA DS3 Service is ordered, and then apply the Option 22 discount to that already discounted rate. For example: assume that the monthly rate for a SpA Primary Premises CT is $1,000 and that the TPP discount is ten percent (10%). Also assume that the applicable discount based on the rate step achieved in (F)(4)(d) following is fifteen percent (15%) under this Option 22. The Telephone Company will first apply the TPP discount to the monthly rate [$1,000 - ($1,000 x 10%) = $900] and then apply the Option 22 discount to that already reduced rate [$900 - ($900 x 15%) = $765].

(c) When the SpA Primary Premises CTs are also under another contract tariff option in this Section 21 for which minimum revenue, total revenue or minimum quantities of SpA DS3 Services are measured on an aggregate basis, the Telephone Company will apply the Option 22 discount in the manner specified in (F)(4)(b) preceding prior to applying any discount associated with the other contract tariff option.

(d) The following discounts apply to Option 22.

Billable Number of Special Access and Switched Access* Primary Premises CTs	
Rate Step 12 - 39	15%
Rate Step 40 or higher	20%

* SwA DS3 Primary Premises CTs are not eligible for the Option 22 discount, but are counted for the purpose of determining the rate step applicable to Primary Premises CTs. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(4) Option 22 Discount Levels and Application of the Option 22 Discount (Cont'd)

(e) For each month during the Service Period where the customer has achieved a rate step of at least twelve (12) Primary Premises CTs at a Qualifying Location, the Option 22 discount will be applied that month to all SpA Primary Premises CTs at that Qualifying Location. The discount level for each Qualifying Location in a particular month is determined by the rate step achieved for the number of billable in-service Primary Premises CTs in that month at such Qualifying Location.

(f) For each month during the service period where the customer has not achieved a rate step of at least twelve (12) Primary Premises CTs at a Qualifying Location, the Option 22 discount will not be applied that month to any SpA Primary Premises CTs at such Qualifying Location. The customer will continue to receive any other discount it would normally receive under other sections of this tariff. For example, the customer will be eligible for any CDP or TPP related discounts. The customer will also be eligible to receive the Option 22 discount at any other Qualifying Location(s) where the customer has achieved a rate step of at least twelve (12) Primary Premises CTs.

The customer shall remain subscribed to Option 22 and continue to receive the Option 22 discount at any Qualifying Location in those future months where the minimum rate step has been achieved until the SpA Primary Premises CT is disconnected or at the end of the Service Period as described (F)(12) following, whichever occurs first.

(5) The Option 22 discount will not apply to any obligations or calculations involving cancellation charges as described in Section 5.2.3 preceding or minimum period charges described in Section 5.2.6 preceding.

(6) The Option 22 discount will apply to any obligations or calculations involving termination liability or shortfall charges as specified in other sections of this tariff.

(7) At the end of the applicable Service Period, the Option 22 discount will cease. (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(8) Except as set forth in (F)(6) preceding, termination liability applies to any discontinuance of SpA Primary Premises CTs prior to the end of the Service Period in accordance with Section 7.4.13 preceding for SpA Primary Premises CTs included in a TPP, or for SpA Primary Premises CTs included in a CDP in accordance with Section 25 following.

(9) Shared Use as set forth in Section 5.2.8 preceding is allowed on DS3 Services. The Option 22 discount will only be applied to the portion of the SpA Primary Premises CT that is rated as SpA DS3 Service.

(10) Unless explicitly superseded by the terms and conditions set forth herein, all terms and conditions including termination liability, shortfall charges, and minimum periods, as stated in other sections of this tariff, apply to SpA Primary Premises CTs under this Option 22.

(11) Shortfall charges for failure to maintain the CDP minimum commitment also apply in accordance with the terms and conditions set forth in Section 25 following.

(12) At the expiration of the initial 3-year or 5-year Service Period under the applicable TPP or CDP, the customer has the following options:

(a) disconnect service; or

(b) continue with the service on a month-to-month basis, during which time the customer will receive the Option 22 discount in accordance with this Option 22 through December 31, 2010; or

(c) renew or extend the expired TPP or CDP under the terms and conditions specified for the applicable TPP or CDP. If the renewed or extended TPP or CDP is still in effect on December 31, 2010, the Option 22 discount will cease at the close of the day on December 31, 2010; or

(d) select any then effective term plan or commitment plan applicable to DS3 Primary Premises CTs, during which commitment period the Option 22 discount will be applied to the reduced term plan or commitment plan discounted base rates, as applicable, through December 31, 2010, unless prohibited by such term plan or commitment plan; or (N)

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21. Contract Tariffs (Cont'd)

21.23 Contract Tariff Option 22 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(12) (Cont'd)

(e) convert its expired CDP to a TPP under the terms specified in (F)(2) preceding. In this case, the customer will continue to receive the Option 22 discount in accordance with this Option 22 through the end of the TPP or December 31, 2010, whichever occurs first.

Notwithstanding the foregoing, in no event will the Option 22 discount be provided after December 31, 2010. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (N)

(A) Scope

Contract Tariff Option 23 (**Option 23**) is offered for a service commitment period of one (1) year and provides a customer with an annual credit when it meets certain total billed revenue (**TBR**) thresholds set forth in (B)(4) following for the Qualifying Services set forth in (E)(1) following (**TBR for Qualifying Services**). Calculation of TBR for Qualifying Services shall be in accordance with the terms of this Option 23.

(B) Eligibility

The customer must meet all of the following eligibility criteria in order to be eligible for subscription to Option 23.

(1) A customer subscribes to Option 23 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on April 2, 2005 and ends on May 1, 2005 (**Subscription Period**). The customer must notify the Telephone Company of its election to each of the following three (3) options available under this Option 23 at the time of subscription to this Option 23:

(a) RMC option under Section (E)(2)(d) following;
(b) Use of Telephone Company provided Special Access Services under Section (E)(1)(f) following; and
(c) Qualifying DS1 Rate Stability Option under Section (E)(6) following.

(2) During calendar year 2004, the customer must have achieved billed revenue in Qualifying Switched Access DS1 and DS3 Direct Trunk Transport services, as defined in (E)(1) following, purchased by the customer from the Telephone Company that is greater than zero ($0) and less than a maximum of $750,000 (**$750K**).

(3) During the Service Period as set forth in (C) following, the customer must achieve a TBR for Qualifying Services (as defined in (E)(1) following) of not less than $43,000,000 (**$43M**) and no more than $69,000,000 (**$69M**) for Qualifying Services. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(B) Eligibility (Cont'd)

(4) In order to receive any Billing Credit (as defined in (E)(2)(a) following), other than a Billing Credit of $0 under this Option 23, the customer must achieve a minimum TBR of at least $45M and less than or equal to a maximum of $69M of Qualifying Services.

(5) TBR for Qualifying Services and TBR for Qualifying DS1 Services (as defined in (E)(1)(b) following) shall be calculated using the criteria and mechanism set forth in this Option 23. Billing Credits shall vary depending on the TBR for Qualifying Services and the TBR for Qualifying DS1 Services achieved by the customer during the Service Period, and such Billing Credits shall be calculated in accordance with terms and conditions of this Option 23.

(6) The customer must include all of the Access Customer Name Abbreviations (**ACNAs**) that it owns or has right to use, and all ACNAs of affiliates when subscribing to this Option 23. All such ACNAs must be verified and accepted by the Telephone Company prior to inclusion in this Option 23. All purchases of Qualifying Services by all of the customer's ACNAs and ACNAs of the customer's affiliates will be included in determining whether the customer has met the TBR for Qualifying Services.

(7) The customer may not concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period which provides a discount, credit, or other reduction in rates or terms based on achievement of certain revenue targets by the customer for the Qualifying Services.

(C) Service Period

The Service Period of this Option 23 shall be for a period of one (1) year beginning April 2, 2005 and ending April 1, 2006 (**Service Period**). (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(D) Service Area

The Billing Credit will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and the Telephone Company's Tariff F.C.C. Nos. 11 and 14 (**Service Area**). Wire centers for the Phase II MSAs are listed in Section 14.7 preceding, Section 15.3 of the Telephone Company's Tariff F.C.C. No. 11, and Section 19.1 of the Telephone Company's Tariff F.C.C. No. 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding) that occur during the Service Period of this Option 23 will apply. No Billing Credits will be provided in the operating territories of the Telephone Company's Tariff F.C.C. No. 16, but the calculation of the TBR for the Qualifying Services will include all Qualifying Services purchased by the customer under (E)(1)(a) following. (x) (x) (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions

(1) Qualifying DS1 and Qualifying Services

(a) Description of Qualifying Services

Qualifying Services will be comprised of the following services purchased by the customer during the Service Period:

(1) Special Access Voice Grade, Digital Data Service (**DDS**), DS1, DS3, SONET, Dense Wave Division Multiplexing, and other Optical services, as set forth in Sections 7, 8, and 25 preceding; the Telephone Company's Tariff F.C.C. No. 11 (Sections 7, 25, 26, 30, and 31); the Telephone Company's Tariff F.C.C. No. 14 (Sections 5 and 20); and the Telephone Company's Tariff F.C.C. No. 16 (Sections 7 and 20) (collectively, **Special Access**); and (x)

(2) Switched Access DS1 and DS3 Direct Trunk Transport services, as set forth in Section 6 preceding; the Telephone Company's Tariff F.C.C. No. 11 (Sections 6, 30, and 31); the Telephone Company's Tariff F.C.C. No. 14 (Section 4); and the Telephone Company's Tariff F.C.C. No. 16 (Section 6) (collectively, **Switched DTT**). (x)

If the Telephone Company introduces a new Special Access Service or Switched DTT Service, or an enhancement to an existing Special Access Service or Switched DTT Service in this tariff or in its Tariff F.C.C. Nos. 11, 14, or 16 (collectively, **Tariffs**), then such services shall be automatically included in Qualifying Services, and the customer's purchases of such new or enhanced Qualifying Services shall be included in the calculation of TBR, subject to the terms and conditions set forth in this Option 23. (x)

All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in this (E)(1)(a) shall not be eligible for inclusion as a Qualifying Service under this Option 23. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(b) Description of Qualifying DS1

Qualifying DS1 (1.544 Mbps) will be comprised of the following services purchased by the customer during the Service Period:

Special Access 1.544 Mbps High Capacity services, as set forth in Section 7 preceding; the Telephone Company's Tariff F.C.C. No. 11 (Section 7); the Telephone Company's Tariff F.C.C. No. 14 (Section 5); and the Telephone Company's Tariff F.C.C. No. 16 (Section 7) (collectively, **DS1**). (x) (x) (x)

(c) Revenues Included in Calculation of TBR for Qualifying Services

The customer's TBR for Qualifying Services shall include only the following:

(1) monthly billed recurring revenues, including (that is, net) any credits or discounts given under existing pricing plans (e.g., Term Payment Plans or Commitment Discount Plan), if applicable, for the Qualifying Services provided during the Service Period; and

(2) any credits and adjustments made to monthly recurring billed amounts for Qualifying Services, as set forth in (E)(1)(c)(1) preceding, which are purchased by the customer during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(d) Examples of Revenue Not Included in Calculation of TBR for Qualifying Services

TBR for Qualifying Services does not include any revenue other than as set forth in (E)(1)(c) preceding. The following types of charges are an illustrative list and are not intended to be a comprehensive listing of all other charges excluded from the calculation of TBR for Qualifying Services.

- non-recurring charges;
- taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
- service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty);
- any other charges which are not applied on a recurring monthly basis;
- any billed amount related to Qualifying Services for which payment is being withheld or under dispute by the customer;
- credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
- Shortfall or overage charges associated with term plan true-ups (e.g., such as failure to satisfy commitment levels pursuant to a term plan);
- minimum period charges;
- termination liabilities; or
- Billing Credits (as defined in (E)(2)(b) under this Option 23)

(e) Use of Telephone Company SONET OC3 Services

For customers who subscribe to this Option 23 and also purchase new SONET IntelliLight Broadband Transport (**IBT**) OC3/OC3c service during the Service Period, a TBR multiplier of 1.15 will be applied to such TBR associated with such new SONET IBT OC3/OC3c service. IBT is set forth in Section 8.2 preceding. This multiplier shall only be used to determine the TBR for Qualifying Services, and not for any other purpose. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(e) Use of Telephone Company SONET OC3 Services (Cont'd)

In calculating TBR for Qualifying Services, the Telephone Company shall determine the total amount of monthly billed recurring revenues for new IBT OC3/OC3c services which have been purchased by the customer during the Service Period, and multiply the same by 1.15 (that is, a fifteen percent (15%) incentive for subscription to new IBT OC3/OC3c services). For example, assume that the customer's total amount of monthly billed recurring revenues for new IBT OC3/OC3c services during the Service Period was $1,000,000 ($1M). Then, in calculating TBR for Qualifying Services, the customer shall be deemed to have purchased $1,150,000 ($1.15M) in Qualifying Services. For purposes of this Option 23, a new SONET IBT OC3/OC3c service must meet one of the following criteria:

(1) newly ordered and provisioned during the Service Period by the customer under this Option 23 or in the Telephone Company's Tariff F.C.C. Nos. 11, 14, or 16; or (x) (x)

(2) upgrade of an existing Special Access service during the Service Period that is not a SONET IBT OC3/OC3c service (e.g., upgrade of a DS1 or DS3 to a SONET IBT OC3 service) under the provisions set forth in other sections of this tariff. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(f) Use of Telephone Company Provided Special Access Services

For customers who subscribe to this Option 23 and convert their DS1 capacity loops, dedicated transport, or Expanded Extended Loops (**EELs**) (collectively, **DS1 UNEs**) provided by the Telephone Company as unbundled network elements (**UNEs**) to Special Access DS1 Service under Section 7.2.9 preceding of this tariff, the Telephone Company will multiply the customer's TBR associated with such converted DS1 UNEs by 1.50. This multiplier shall only be used to determine the TBR for Qualifying Services, and not for any other purpose.

For example, if the customer converts $1,000,000 ($1M) in DS1 UNEs to Special Access DS1 Services during the Service Period of this Option 23, then, in calculating TBR for Qualifying Services, the customer shall be deemed to have purchased $1,500,000 ($1.50M) in Special Access DS1 Services for purposes of calculating the TBR for Qualifying Service.

(g) Mergers and Acquisitions of Customer

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Option 23 and the Tariffs. (x)

(i) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services.

(ii) The customer shall continue subscribing to this Option 23, Contract Tariff Option 25 in the Telephone Company's Tariff F.C.C. No. 11, or Contract Tariff Option 13 in the Telephone Company's Tariff F.C.C. No. 14 for the duration of the Service Period based on its business with the Telephone Company as of the customer's date of subscription to Option 23 without adding the revenues attributable to expansion of the customer's purchase of Services from the Telephone Company through merger, transfer, assignment, or acquisition. (x) (x) (x)

(iii) The Telephone Company reserves the right to terminate this Option 23 without any liability if the customer does not adhere to the provisions of this (E)(1)(g). (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(h) Sale of Verizon Operating Telephone Company

If a Verizon operating telephone company issuing this tariff, or the assets of such Verizon operating telephone company are acquired by an unaffiliated third party (**Acquired VZ Telco**), and the Telephone Company does not provide the Qualifying Services to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff and in the Telephone Company's Tariff F.C.C. Nos. 11, 14, and 16. (x) (x)

(i) each range or tier of the TBR for Qualifying DS1 and the TBR for Qualifying Services set forth in the table in (E)(2)(b) following shall be proportionately reduced by the applicable Acquisition Reduction Amount (as calculated in this (E)(1)(h));

(ii) all Billing Credits set forth in the table in (E)(2)(b) following shall be reduced by a percentage which shall be calculated by dividing the Acquisition Reduction Amount for Qualifying Services by $45M; and

(iii) in calculating the Shortfall Penalty or Termination Liability, as set forth in Sections (E)(4) and (E)(5) following, respectively, the TBR of $43M for Qualifying Services shall be reduced by the Acquisition Reduction Amount for Qualifying Services, or the Acquisition Reduction Amount for Qualifying DS1, as calculated in this (E)(1)(h). For example, if the Acquisition Reduction Amount for Qualifying Services, as calculated in this (E)(1)(h), is $8,500,000 (**$8.5M**), then a Shortfall Penalty will not be assessed if the customer has a TBR for Qualifying Services of at least $34,500,000 (the minimum TBR for Qualifying Services of $43M less the Acquisition Reduction Amount of $8.5M). (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(h) Sale of Verizon Operating Telephone Company (Cont'd)

An Acquisition Reduction Amount shall be calculated for each of the Qualifying DS1 and the Qualifying Services as follows:

Step 1: calculate the TBR for Qualifying DS1 or the TBR for Qualifying Services, as applicable, purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Services;

Step 2: calculate the average monthly amount purchased by the customer from the Acquired VZ Telco for Qualifying DS1 or the TBR for Qualifying Services, as applicable, by dividing the number in Step 1 above by 12; and

Step 3: multiply the average monthly amount for Qualifying DS1 or the TBR for Qualifying Services, as applicable, calculated in Step 2 above by the number of months remaining in the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(h) Sale of Verizon Operating Telephone Company (Cont'd)

As an illustrative example, assume that an Acquired VZ Telco ceased to operate in month 3 of the Service Period. Assume that the customer purchased $4,000,000 (**$4M**) of Qualifying DS1 and a total of $10,000,000 (**$10M**) of Qualifying Services from the Acquired VZ Telco during the twelve (12) months prior to the time that the Verizon operating telephone company ceased to provide the Services under this Option 23. Assume also that at the end of the Service Period, the customer has achieved a TBR for Qualifying DS1 of $25,000,000 and TBR for Qualifying Services of $57,000,000. To calculate the applicable Revenue Maintenance Credit (**RMC**) under (E)(2)(d) following, Billing Credit, or the application of Shortfall Penalty (as defined in (E)(4) following) at the end of the Service Period, the following shall apply:

Step 1: calculate the Acquisition Reduction Amounts. Using the number from the example above, the Acquisition Reduction Amount for Qualifying Services is $7.5M in Qualifying Services (calculated as $833,333 ($10M divided by 12) multiplied by the remaining 9 months of the Service Period). The Acquisition Reduction Amount for Qualifying DS1 is $3,000,000 (**$3M**) (calculated as $333,333 ($4M divided by 12) and multiplied by the remaining 9 months of the Service Period).

Step 2: If the customer has subscribed to the RMC billing credit option under (E)(2)(d) following, then the customer's 3-month average TBR for Qualifying Services (as measured on a rolling 3 month basis) shall be reduced by the average monthly TBR for Qualifying Services purchased by customer from the Acquired VZ Telco. Using the example above, the adjusted monthly minimum TBR that customer must maintain to receive the RMC billing credit and to remain eligible for the Billing Credit at the end of the Service Period is $3.7M ($4.5M less $833,333 ($10M TBR from the Acquired VZ Telco divided by 12 months).

Step 3: determine the new table for calculation of Billing Credits or Shortfall Penalties (as defined in (E)(4) following) based on the Acquisition Reduction Amounts. Subtract $7.5M (the Acquisition Reduction Amount for Qualifying Services) from each range or tier of the TBR for Qualifying Services and $3M (the Acquisition Reduction Amount for Qualifying DS1) from each of the two ranges for Qualifying DS1. This will provide an adjusted table for the determination of the Billing Credit or Shortfall Penalty, as applicable. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying DS1 and Qualifying Services (Cont'd)

(h) Sale of Verizon Operating Telephone Company (Cont'd)

Step 4: determine the applicable Billing Credits as defined in (E)(2) or Shortfall Penalty as described in (E)(4) from the new table calculated in Step 3 above. In this example, the Billing Credit set forth in the table at (E)(2) following will be reduced by 16.7% (calculated as $7.5M divided by $45M). The customer would be eligible for a Billing Credit of $3,165,400 ($3,800,000 Billing Credit using the table set forth in (E)(2)(b) following as adjusted in Step 3 above, less $634,600 ($3,800,000 multiplied by 0.0167).

(2) Calculation of TBR and Billing Credit

(a) At the end of the Service Period, the Telephone Company shall calculate (1) the total TBR achieved by the customer during the Service Period for Qualifying Services; and (2) the total TBR achieved by the customer during the Service Period for Qualifying DS1s, in each case in accordance with the terms and conditions set forth in this Option 23. Subject to the terms and conditions relating to disputes as set forth in (E)(2)(e)(3)(iii) and (E)(2)(e)(3)(iv) following, and subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable credit set forth in the table in (E)(2)(b) following (the **Billing Credit**), which Billing Credit may be $0 depending on the customer's TBR for the Qualifying Services and TBR for the Qualifying DS1 during the Service Period. If the customer has not met the minimum TBR requirement for Qualifying Services of $43M, or the adjusted minimum TBR requirement pursuant to (E)(1)(h) preceding, then the customer shall not receive any Billing Credits (i.e., a Billing Credit of $0 as set forth in the table set forth in (E)(2)(b) following), and the customer shall be liable for the Shortfall Penalty as set forth in (E)(4) following. If the customer exceeds the maximum TBR for Qualifying Services of $69M during the Service Period, the customer will not receive the Billing Credit under this Option 23.

(b) The Billing Credit shall be determined by using the table below. To calculate the Billing Credit, first, locate the customer's TBR for Qualifying DS1 using the "x axis" of the table below under the heading "TBR for Qualifying DS1 ($M)". Second, locate the customer's TBR for all Qualifying Services using the "y axis" of the table below under the heading "TBR for Qualifying Services ($M)". Third, find the corresponding meet-point of the two TBR amounts to determine the dollar amount of the Billing Credit. TBR Amounts will be rounded up or down to the nearest $10,000. As an illustrative example, assume that the customer has a TBR for Qualifying DS1 of $26,993,456.27 (rounded down to $26.99) and a TBR for all Qualifying Services of $54,494,666.23 (rounded down to $54.49M), then the customer shall be eligible for a Billing Credit of $2,500,000.00. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) (Cont'd)

TBR for Qualifying Services ($M)	TBR for Qualifying DS1	
	Up to $20,000,000	$20,000,001 and above
$43.00 – $44.99*	$0.00	$0.00
45.00 – 45.99	0.76	0.95
46.00 – 46.99	0.96	1.20
47.00 – 47.99	1.16	1.45
48.00 – 48.99	1.36	1.70
49.00 – 50.99	1.56	1.95
51.00 – 53.99	1.775	2.225
54.00 – 56.99	2.00	2.50
57.00 – 58.99	2.20	2.75
59.00 – 60.99	2.40	3.00
61.00 – 62.99	2.70	3.40
63.00 – 64.99	3.00	3.80
65.00 – 66.99	3.50	4.40
67.00 – 69.00	4.00	5.00

* Shortfall Penalty applies if the customer is below this range for Qualifying Services, as set forth in (E)(4) following.

(N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) The Billing Credit is subject to the terms and conditions relating to disputes as set forth in (E)(2)(e)(3)(iii) and (E)(2)(e)(3)(iv) following, and subject to any reductions and adjustments as set forth herein.

(d) Revenue Maintenance Credit Option

The customer has the option to receive a credit of $500,000 ($500K) under this Option 23 if the customer achieves a monthly TBR for Qualifying Services that is greater than $4,500,000 (**$4.5M**) in any of the first three (3) months of its subscription to Option 23 (**Revenue Maintenance Credit or RMC**). In the event that the customer's 3-month average TBR for Qualifying Services (as measured on a rolling 3 month basis) falls below $4.5M in any of the remaining nine (9) months of the Service Period, the RMC amount must be refunded to the Telephone Company, and the customer will not be eligible for any Billing Credits at the end of the Service Period. The customer may also be subject to a Shortfall Penalty under (E)(4) following, in which event, the customer must refund the amount of the RMC in addition to paying any applicable Shortfall Penalty. If the customer terminates this Option 23, then the customer may also be subject to termination penalties under (E)(5) following, in which event, the customer must refund the amount of the RMC in addition to paying any applicable termination penalties. If the customer is eligible to receive the RMC, the RMC will be credited to the customer's account in the fifth bill period following subscription to Option 23. The amount of the RMC shall not be subject to any interest penalty. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits, Disputes, Releases, and Waivers

(1) If the customer is eligible to receive the Billing Credit, the Billing Credit will be credited to the customer's account no later than the ninetieth (**90th**) day following the end of the Service Period, subject to the terms of this Option 23.

If the customer is required to pay a Shortfall Penalty in accordance with the terms of (E)(4) following, then the customer shall pay such amount no later than the 90th day following the end of the Service Period. If the Customer is required to refund the RMC in accordance with Section (E)(2)f) preceding, then customer must refund such RMC no later than the ninetieth (90th) day following the end of the Service Period.

(2) The Telephone Company's provision of the Billing Credit is contingent on payment in full by the customer of all undisputed billed amounts for Qualifying Services no later than the 45th day after the end of the Service Period. After the 45th day following the end of the Service Period, any amounts that remain disputed or are withheld by the customer (i.e., not paid in full) shall not be used in calculation of the TBR for the Qualifying Services, TBR for Qualifying DS1, in determination of the Billing Credit, or in determination of any applicable Shortfall Penalty, as applicable. The foregoing shall apply regardless of whether such dispute is resolved in favor of the customer or the customer remits payment of undisputed amounts at a later date.

(3) Upon inclusion of any amounts in the TBR for Qualifying Services or in the TBR for Qualifying DS1, the customer agrees to the following:

(i) such amounts included in the calculation of TBR shall not be subject to dispute at a later date.

(ii) the customer waives and releases, and forever discharges the Telephone Company of and from any and all manner of claims, demands, rights, liabilities, damages, potential actions, causes of action, suits, agreements, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have arisen or might arise related to amounts paid or payable by the customer or any amounts credited to the customer by the Telephone Company for the Qualifying Services provided by the Telephone Company to the customer during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(e) Timing of Payments and Billing Credits, Disputes, Releases, and Waivers (Cont'd)

(3) (Cont'd)

(iii) The customer shall retain its right to dispute with respect to any amounts that are not included in the TBR for Qualifying Services or in the TBR for Qualifying DS1.

As an illustrative example, assume that the Telephone Company calculates the TBR for the Qualifying Services to be equal to $60,000,000 (**$60M**), and the TBR for Qualifying DS1 to be equal to $25,000,000 (**$25M**). Assume that of the $60M, the customer disputes $10M in SONET Special Access Services, and has no other disputes for Qualifying Services. Assume also that the customer has paid such amount and that such dispute remains unresolved as of the 45th day following the end of the Service Period. Then, the final TBR for Qualifying Services shall be $50,000,000 ($60M less the $10M in disputes) and the final TBR for Qualifying DS1 shall be $25M, and the Telephone Company shall pay a Billing Credit of $1,950,000 in accordance with the terms of this Option 23. The customer shall retain its right to dispute and recover any amounts (and interest penalties, as applicable) on the outstanding dispute of $10M, but such amounts (even if resolved in favor of the customer at a later date) shall not result in an adjustment of the Billing Credit. Upon payment of the Billing Credit, the customer may not dispute charges on any amounts included in the $50,000,000 (the TBR for Qualifying Services) or in the $25M (the TBR for Qualifying DS1).

(iv) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (**BAN**), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error.

(v) The amount of the Billing Credit shall not be subject to any interest penalty. (N)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Migration from Existing Contract Tariff Options

Customers who convert (migrate) from Contract Tariff Option 10 preceding to this Option 23 are eligible to receive a pro-rated billing credit for the elapsed time of the Service Period of Contract Tariff Option 10. For example, assume the customer was eligible for a three million (**$3M**) dollar billing credit under Contract Tariff Option 10 if it met the applicable total billed revenue requirement thereunder. Further assume that the service period for that contract tariff option is twelve (12) months and that the customer is in the tenth (10th) month of the 12 month service period of Option 10 at the time of migration to this Option 23. In this case, the customer would receive a pro-rated billing credit for the first ten (10) months of the 12 month service period equal to $2.5M ($3M x 10/12), and the customer's subscription to Contract Tariff Option 10 would be ended. The pro-rated billing credit will be credited to the customer within sixty (60) days of subscription to this Option 23.

(4) Shortfall Penalty

If the customer does not satisfy the minimum TBR requirement for Qualifying Services of $43M during the Service Period, the customer will pay a shortfall payment equal to fifty percent (50%) of the difference between the minimum TBR of $43M, or the adjusted minimum TBR requirement as set forth in (E)(1)(h) preceding, as applicable, and the customer's actual annual TBR for the Qualifying Services during the Service Period (the **Shortfall Penalty**). In addition, and even upon payment of the Shortfall Penalty as set forth in the prior sentence, the customer will not be eligible to receive any applicable Billing Credits under this Option 23. Further, if customer has elected to and has received the RMC in accordance with (E)(2)(d) preceding, such RMC amount must be refunded to the Telephone Company. The refund of the RMC amount is in addition to any Shortfall Penalties that are payable by customer under this section (E)(4). If the customer has a TBR for Qualifying Services of at least $43M, or an adjusted minimum TBR requirement as set forth in Section (E)(1)(h) preceding, then no Shortfall Penalty, as set forth in this Section (E)(4), shall apply, but the customer may be ineligible for any Billing Credits, as set forth in the table in (E)(2)(b) preceding, based on the customer's TBR for Qualifying Services and the customer's TBR for Qualifying DS1, each as adjusted in accordance with (E)(1)(h) preceding, as applicable.

As an illustrative example, assume that the customer has achieved a TBR for the Qualifying Services of $40,000,000 (**$40M**) during the Service Period, and assuming that no adjustment under (E)(1)(h) occurred, then the customer shall pay to the Telephone Company an amount equal to $1,500,000 (which is equal to $3,000,000 (i.e., minimum TBR for Qualifying Services of $43M less the customer's actual TBR for the Qualifying Services of $40M), multiplied by 50%). The customer will not be eligible to receive any applicable Billing Credits, and must refund any RMC amounts previously paid by Telephone Company. (N)

(Issued under Transmittal No. 549)

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Termination Charges

If the customer cancels or terminates this Option 23 or its subscription to Contract Tariff Option 25 in the Telephone Company's Tariff F.C.C. No. 11 or Contract Tariff Option 13 in the Telephone Company's Tariff F.C.C. No. 14 prior to the expiration of the Service Period, the customer will be liable for one hundred percent (100%) of the difference between the customer's TBR for the Qualifying Services at the time of cancellation or termination and the minimum TBR for Qualifying Services of $43M, or the adjusted minimum TBR requirement as set forth in (E)(1)(h) preceding, as applicable. Additionally, the customer must refund any RMC amounts previously paid under (E)(2)(d) by the Telephone Company. This section does not relieve the customer of any termination liabilities or minimum period charges under the Tariffs that may apply for termination of any individual Qualifying Service. The terms and conditions of the Tariffs, including any applicable termination liabilities, shall continue to apply with respect to any Qualifying Service. (x) (x) (x) (x)

As an illustrative example, assume that the customer has a TBR for the Qualifying Services of $35,000,000 (**$35M**) during the first eight (8) months of the Service Period, and that no adjustment under (E)(1)(h) preceding occurred. Also assume that the customer decides to terminate this Option 23 at such time. The customer shall pay termination charges of $8,000,000 (the minimum TBR of $43M for Qualifying Services less the actual TBR for the Qualifying Services of $35M, multiplied by 100%) and must refund any RMC amounts previously paid by the Telephone Company. The customer shall not be eligible for any applicable Billing Credits. In this example, if the customer also terminates or discontinues one or more Qualifying Services, then the customer shall be responsible for any associated termination liabilities and minimum period charges assessable under the applicable Tariff for such terminated or discontinued Qualifying Services. (x) (N)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

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21. Contract Tariffs (Cont'd)

21.24 Contract Tariff Option 23 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Qualifying DS1 Rate Stability Option

Customers whose purchases of Qualifying DS1 Special Access Services are equal to or more than ninety percent (90%) of such customer's purchases of DS1 services from the Telephone Company are eligible to subscribe to this Qualifying DS1 Rate Stability Option. The 90% threshold will be measured using revenues of the customer during the prior 12-month period from the date of the customer's subscription to this Option 23.

For avoidance of doubt, assume that the customer purchases $50M in total DS1 services from the Telephone Company during the 12 month period prior to its subscription to this Option 23, and that of such $50M, the customer's purchases of Qualifying DS1 Special Access Services are equal to $46M, then such customer is eligible to subscribe to this Qualifying DS1 Rate Stability option. If the customer elects the Qualifying DS1 Rate Stability option and complies with the terms set forth in this section, during the Service Period, the Telephone Company will not initiate any rate increases to the applicable rate elements for such Qualifying DS1 Services in those MSAs where the Telephone Company has achieved Phase I or Phase II pricing flexibility under this tariff, even if rates for Qualifying DS1 Services under other sections of this tariff may be increased. The customer is required to meet the 90% threshold described above only at the time of subscription to this Option 23, and is not required to meet this 90% threshold on a continuous basis during the Service Period of this Option 23 in order to be eligible for this Qualifying DS1 Rate Stability Option. (N)

21. Contract Tariffs (Cont'd)

21.25 Contract Tariff Option 24

(A) Scope

(1) Contract Tariff Option 24 (**Option 24**) provides a transitional billing credit for certain monthly recurring rates assessed during an upgrade of IntelliLight® Dedicated SONET Ring (**DSR**) as set forth in this Section 21.25. An upgrade is the replacement of one or two existing DSRs with a new DSR of a greater capacity (e.g., an OC12 DSR is replaced with an OC48 DSR). DSR is described in Section 23.1 following. (T)

(2) The terms and conditions provided in this Section 21.25 apply to customers who subscribe to an upgrade of DSR as offered herein. (T)

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 24.

(1) A customer must subscribe to Option 24 by submitting a written authorization in a manner designated by the Telephone Company during the period that begins April 26, 2005 and ends April 25, 2006 (**Subscription Period**). The customer may subscribe an upgrade to Option 24 that was ordered by the customer prior to April 26, 2005, provided that the upgrade as defined in (B)(2) following has not been completed as defined in (D)(4) following at the time of subscription to Option 24.

(2) A customer must replace one (1) or two (2) existing DSRs with one (1) new DSR of greater capacity than the combined capacity of the DSR(s) being replaced (**upgrade**). (T)

(C) Serving Area

(1) The serving area of Option 24 is comprised of the Telephone Company Phase I and Phase II Metropolitan Statistical Areas (**MSAs**) of this tariff.

(2) Wire centers for Phase II MSAs are listed in Section 14.7 preceding.

(3) Any additions or changes to the wire centers included in the above MSAs that occur after April 26, 2005 will apply and be included in Option 24.

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21. Contract Tariffs (Cont'd)

21.25 Contract Tariff Option 24

(D) Terms and Conditions

(1) Except as set forth in this Section 21.25, the terms and conditions applicable to DSR, as set forth in Section 23.1 following, also apply. (T)

(2) An upgrade under this Option 24 is subject to the following requirements:

(a) One (1) or two (2) existing DSRs (**the old DSR(s)**) must be replaced with a single DSR of greater capacity (**the new DSR**) than the combined capacity of the DSR(s) being replaced; and (T) (T) (T)

(b) The commitment period for the new DSR shall commence with the date that the new DSR is available for use by the customer; and (T) (T)

(c) The commitment period for the new DSR has an expiration date that extends beyond the expiration date of the commitment period(s) associated with the old DSR(s); and (T) (T)

(d) The new DSR has at least one (1) customer premises node and one (1) CO node in common with each of the old DSR(s); and (T) (T)

(e) The commitment period for the new DSR shall be extended beyond the term commitment period chosen by the customer in accordance with (D)(2)(c) above and in accordance with (D)(5) following. (T)

(3) Upon completion of the upgrade, and regardless of the actual time taken to complete the upgrade, a transitional billing credit equal to fifty percent (50%) of the monthly recurring rates for the qualified node and mileage rate elements on both the old DSR(s) and on the new DSR will apply for the period of time specified in (a) through (c) following: (T) (T)

(a) Where the capacity of the new DSR is OC12, two (2) months of transitional billing credit will apply upon completion of the upgrade. (T)

(b) Where the capacity of the new DSR is OC48, four (4) months of transitional billing credit will apply upon completion of the upgrade. (T)

(c) Where the capacity of the new DSR is OC192, six (6) months of transitional billing credit will apply upon completion of the upgrade. (T)

21. Contract Tariffs (Cont'd)

21.25 Contract Tariff Option 24

(D) Terms and Conditions (Cont'd)

(4) The upgrade is complete when all circuits on the old DSR(s) are disconnected from the old DSR(s) and are installed and operational on the new DSR, and the old DSR(s) are disconnected. (T)

(5) For each upgrade the customer subscribes to under this Option 24, the term commitment period on the new DSR will be extended beyond the term commitment period chosen by the customer in accordance with (D)(2)(c) above as follows: (T)

(a) Where the capacity of the new DSR is OC12, a two (2) month extension of the term commitment period on the OC12 applies. (T)

(b) Where the capacity of the new DSR is OC48, a four (4) month extension of the term commitment period on the OC48 applies. (T)

(c) Where the capacity of the new DSR is OC192, a six (6) month extension of the term commitment period on the OC192 applies. (T)

As an example, assume that the customer has two OC12 DSRs (the old DSRs), both of which expire on June 1, 2005. Further assume that the customer wishes to upgrade both OC12 DSRs to a new OC48 DSR and that the new OC48 DSR has an expiration date of May 1, 2010 (i.e., a date that extends beyond the commitment period of the old DSRs). Under this Option 24, the term commitment period for such OC48 DSR will be extended by 4 months for a total commitment period of 5 years and 4 months (or an expiration date of September 1, 2010). (T)

(6) Termination liability will not apply to disconnection of the old DSR(s) when the conditions set forth in 21.25(D)(2) above and Section 23.1 following are met for Switched Access DSR or the conditions set forth in 21.25(D)(2) above and Section 23.1 following are met for Special Access DSR. In either case, the customer remains responsible for any outstanding minimum period obligations as they may apply under Section 23.1 following for DSR. (T)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25

(A) Scope

Contract Tariff Option 25 (**Option 25**) is offered for an initial service commitment period of two (2) years and provides a customer with billing credits when it meets certain total billed revenue (**TBR**) thresholds set forth in (B)(3) following for the qualifying services set forth in (E)(1) following (**TBR for qualifying services**). Calculation of TBR for qualifying services shall be in accordance with this Option 25. (C)

(B) Eligibility

The customer must meet all of the criteria set forth following in order to be eligible to receive the credits, terms, and conditions under this Option 25.

(1) A customer subscribes to Option 25 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on April 30, 2005 and ends May 30, 2005 (**Subscription Period**). A customer must simultaneously subscribe to both this Option 25 and to Option 27 in Tariff F.C.C. No. 11.

(2) During the twelve (12) month period prior to the commencement of the Initial Service Period (as defined in (C) following), the customer must have achieved a minimum of $197,500,000 (**$197.5M**) in monthly billed recurring revenue for all Qualifying Services (as defined in (E)(1) following) purchased by the customer from the Telephone Company. (C)

(3) During each year of the Service Period, the customer must achieve a TBR, as described in (B)(4) following, for Qualifying Services (as defined in (E)(1) following) of not less than $162,500,000 (**$162.5M**).

(4) In order to receive any Billing Credit (as defined (E)(2)(b)(1) following) other than a Billing Credit of $0, as calculated across this Option 25 and Contract Tariff Option 27 of Tariff F.C.C. No. 11 (**Option 27 of Tariff No. 11**), the customer must achieve during each year of the Service Period a minimum TBR in Qualifying Service of at least $197.5M.

The TBR for Qualifying Services shall be calculated using the criteria and mechanism set forth in this Option 25 and Option 27 of Tariff No. 11. The amount of the Billing Credits shall vary depending on the level of TBR for Qualifying Services achieved by the customer during the Service Period, and such Billing Credits shall be calculated in accordance with the terms and conditions of the this Option 25 and Option 27 of Tariff No. 11.

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd)

(B) Eligibility (Cont'd)

(5) Other than the Facilities Management Service (**FMS**) term plan, the customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services.

(C) Service Period

Unless the customer exercises its right to opt out under Section (E)(4) following, the Initial Service Period of this Option 27 shall be for a period of two (2) years (i.e., 24 months) commencing on May 1, 2005 (**Initial Service Period**). The Initial Service Period may, at the customer's option, be extended for two (2) additional periods of two (2) years (i.e., 24 months) each, the first commencing at the end of the Initial Service Period (each, an **Extended Service Period**, and together with the Initial Service Period the **Service Period)**. All references to year 1 or the first year of the Service Period shall mean the twelve (12) month period commencing on the first day of the Service Period. All references to year 2 or the second year of the Service Period shall mean the 12 month period commencing on the 366th day of the Service Period, and each twelve (12) month period during the Extended Service Period(s) commencing on May 1, 2007. (C) | (C) (C)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(D) Serving Area

Subject to the restrictions set forth in this Option 25 and Option 27 of Tariff No. 11, the calculation of the TBR for Qualifying Services, the Quarterly Credit (as defined in (E)(2)(a) following), and the Billing Credit shall be determined using the customer's purchases of Qualifying Services in all Metropolitan Statistical Areas (**MSAs**) of this tariff and of the Telephone Company's Tariff F.C.C. No. 11 (including both price flex and price cap MSAs). The Quarterly Credit and the Billing Credit will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's Tariffs F.C.C. Nos. 1 and 11. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff and Section 15.3 of Tariff F.C.C. No. 11, as the same may be amended from time to time. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff and Tariff F.C.C. No. 11 that occur during the Service Period of this Option 25 and Option 27 of Tariff F.C.C. No. 11 will apply. (x) (x) (x) (x) (x) (x) (x) (x) (x)

(E) Terms and Conditions

(1) Qualifying FMS Services and Qualifying Services

(a) Description of Qualifying Services

Qualifying Services will be comprised of the following services:

(1) Qualifying FMS Services which are any Switched or Special Access FMS Services as set forth in Sections 6.8.26 and 7.2.13 of this tariff and Sections 6.2.12 and 7.2.16 of the Telephone Company's Tariff F.C.C. No. 11 (**Tariff No. 11**), as such sections may be amended from time to time, which FMS Services are billed by the Telephone Company during the Service Period (**Qualifying FMS Services**); and (x) (x)

(2) SONET and optical services, as set forth in this tariff (Sections 7 and 8) and in Tariff No. 11 (Sections 7, 26, 30, and 31), as such sections may be amended from time to time, which SONET and optical services are newly ordered (as described further below) by the customer (collectively, **Qualifying SONET Special Access**). For purposes of this Option 25 and Option 27 of Tariff No. 11, a newly ordered SONET or optical service must meet one of the following criteria: (1) the SONET or optical service must be newly ordered by the customer and the Telephone Company must bill for such service during the Service Period; or (2) an existing Special Access Service that is not a SONET or optical service must be upgraded by the customer to a SONET or optical services and (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions

(1) Qualifying FMS Services and Qualifying Services

(a) Description of Qualifying Services

(2) (Cont'd)

the Telephone Company must bill for such upgraded service during the Service Period (e.g., upgrade of a DS1 or DS3 to a SONET IBT OC3 service), in accordance with the provisions for upgrading the applicable SONET service in this tariff. Any SONET or optical services which have already been in-service prior to April 30, 2005, shall not be considered Qualifying SONET Special Access Services, and any associated revenue shall not be included in the calculation of TBR or the Quarterly Credit.

As an illustrative example of the foregoing, if the customer orders a SONET service in month 12 of year 2 of the Service Period, and the Telephone Company installs and bills for such Qualifying SONET Special Access Service after the end of the Service Period, then such service shall not be considered a Qualifying SONET Special Access Service. Similarly, if the customer receives FMS Switched Access Services from the Telephone Company in April 2005 (i.e., prior to the Effective: Date of April 30, 2005), and the Telephone Company bills for such services in month 1 of year 1 of the Service Period, then such FMS services shall be deemed to be Qualifying FMS Services.

(3) If the Telephone Company introduces a new Qualifying SONET Special Access Service, or an enhancement or change to an existing Qualifying SONET Special Access Service or Qualifying FMS Services in this tariff, then such services shall be automatically included in Qualifying Services. Amounts billed to the customer during the Service Period for such new or enhanced Qualifying Services purchased by the customer shall be included in the calculation of TBR and Quarterly Credits, subject to the terms and conditions set forth in this Option 25.

(4) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in this (E)(1)(a) preceding shall not be eligible for inclusion as Qualifying Services under this Option 25. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(b) Revenues Included in Calculation of TBR for the Qualifying Services

The customer's TBR for Qualifying Services shall include only the following:

(1) MRC (as defined below) amounts which are paid in full by the customer. **MRCs** shall mean monthly billed recurring revenues, net of any discounts given under existing pricing plans (e.g. FMS discount for Qualifying FMS Services, and discount on Qualifying SONET Special Access services offered for specific commitment periods), if applicable, for the Qualifying Services billed during the Service Period under this Option 25 and Option 27 of Tariff No. 11. For example, if the customer's base rate is $1000 for SONET Special Access Services, and the customer is eligible to receive a discount of 25% from base rates for agreeing to commit to a 5 year term plan, then the MRC for such Qualifying SONET Special Access Services shall be $750; (x)

(2) Cap on Disputed Charges, as such term is more fully defined and explained in (E)(2)(c)(1) following. **Disputed Charges** shall mean MRCs billed during the Service Period under this Option 25 and Option 27 of Tariff No. 11, which amounts are under dispute by the customer and have been paid in full by the customer as of the 60th day following the end of applicable annual period in accordance with (E)(2)(c) following. Amounts which have not been paid in full (regardless of whether or not such amounts are under dispute by the customer) shall not be included in TBR. For purposes of this Option 25, "paid in full" shall mean that the customer paid the billed amount without any offsets or reductions from the billed amount. (x) (N)

(x) Issued under authority of Special Permission No. 05-018 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(c) Examples of Revenue Not Included in Calculation of TBR for Qualifying Services

TBR for Qualifying Services does not include any revenue other than as set forth in (E)(1)(b) preceding. The following types of charges are an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from the calculation of TBR for Qualifying Services

(1) non-recurring charges;
(2) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(3) service or administrative fees or charges imposed by The Telephone Company (e.g. Interest penalty, late payment penalty);
(4) any other charges which are not applied on a recurring monthly basis;
(5) credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
(6) Shortfall or overage charges associated with term plan true-ups (for example, such as failure to satisfy commitment levels pursuant to the FMS plan);
(7) minimum period charges;
(8) any Disputed Charges which are greater than the Cap on Disputed Charges (as defined in (E)(2)(c)(1) following);
(9) any MRCs which have not been paid in full by the customer and have not been disputed by the customer;
(10) any MRCs which have not been paid in full by the customer and have been disputed by the customer;
(11) termination liabilities; or;
(12) Billing Credits or Quarterly Credits (as defined below) under this Option 25. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(c) Examples of Revenue Not Included in Calculation of TBR for Qualifying Services (Cont'd)

As an illustrative example, assume that as of the 60th day following the end of year 1 of the Service Period, the customer has billed amounts for such year 1 equal to the following:

- $220M of MRCs in Qualifying FMS Services which are not disputed by the customer and paid in full by the customer;
- $4M of MRCs in new Qualifying SONET Special Access Services, which are not disputed by the customer and paid in full by the customer;
- $6.5M in non-recurring charges;
- $2.4M in taxes and surcharges;
- $1.8M of termination charges for early termination of Qualifying SONET Special Access Services; and
- $2M in MRCs which have not been paid by the customer and are disputed by the customer; and
- $8M in Disputed Charges in Qualifying Services.

The TBR for Qualifying Services would be $228M (calculated as $220M in MRCs for Qualifying FMS Services plus $4M in MRCs for Qualifying SONET Special Access Services, plus $4M (which is the Cap on Disputed Charges, as described in (E)(2)(c)(1) following). The $2M MRCs which have not been paid by the customer and are disputed by the customer are not Disputed Charges, as defined above, and hence are not included in the calculation of TBR. The other charges are not MRCs and hence are not included in the calculation of TBR for the Qualifying Services. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(d) Mergers and Acquisitions of the Customer

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Option 25 and this tariff.

(1) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services.

(2) The customer's TBR shall be calculated based on its business and revenue with the Telephone Company using the ACNAs which are mutually agreed to by the customer and the Telephone Company at the time of subscription to this Option 25, without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Services from the Telephone Company though merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves the right to terminate this Option 25 without liability if the customer does not adhere to the provisions of this (E)(1)(d). (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(e) Sale of Verizon Operating Telephone Company

(1) If some or all of the assets or stock of a Verizon Operating Telephone Company are acquired by an unaffiliated third party (**Acquired VZ Telco**), and the Telephone Company does not provide the Qualifying Services to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff.

(a) Each range or tier of the TBR for Qualifying Services set forth in the applicable Table B in (E)(2)(b) following shall be proportionately reduced by the Acquisition Reduction Amount (as defined below);

(b) all Billing Credits set forth in the applicable Table B in (E)(2)(b) following shall be reduced by a percentage which shall be calculated by dividing the Acquisition Reduction Amount by $197.5M; and

(c) in calculating the Shortfall Penalty or Termination Liability, as set forth in (E)(3) and (E)(5) following, respectively, the TBR of $162.5M for Qualifying Services shall be reduced by the Acquisition Reduction Amount as calculated below. For example, if the Acquisition Reduction Amount, as calculated below, is $10M, then a Shortfall Penalty will not be assessed if the customer has a TBR for Qualifying Services of at least $152.5M (the minimum TBR for Qualifying Services of $162.5M less the Acquisition Reduction Amount of $10M).

(2) An Acquisition Reduction Amount shall be calculated for the Qualifying Services as follows:

(a) calculate the TBR for Qualifying Services, as applicable, purchased by Customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Services;

(b) calculate the average monthly amount purchased by the customer from the Acquired VZ Telco by dividing the number in (a) above by 12; and

(c) multiply the average monthly amount for Qualifying Services calculated in (b) above by the number of months remaining in the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(1) Qualifying FMS Services and Qualifying Services (Cont'd)

(e) Sale of Verizon Operating Telephone Company (Cont'd)

(3) As an illustrative example, assume that an Acquired VZ Telco ceased to operate in month three (3) of year 1 of the Service Period. Assume that the customer purchased a total of $20M of Qualifying Services from the Acquired VZ Telco during the twelve (12) months prior to the time that the Verizon operating telephone company ceased to provide the Services under this Option 25. Assume also that at the end of year 1 of the Service Period, the customer has achieved a TBR for Qualifying Services of $207M. To calculate the applicable Billing Credit, or the application of Shortfall Penalty (as defined in (E)(3) following) at the end of each year of the Service Period, the following shall apply:

Step One: calculate the Acquisition Reduction Amounts. The Acquisition Reduction Amount for Qualifying Services is $15M (calculated as $1,666,667.00 ($20M divided by 12) multiplied by 9 months remaining in year 1 of the Service Period).

Step Two: determine the new table for calculation of Billing Credits or Shortfall Penalties based on the Acquisition Reduction Amount. Subtract $15M (the Acquisition Reduction Amount for Qualifying Services calculated in Step One above) from each range or tier of the TBR for Qualifying Services as set forth in each Table B below. The Billing Credits are not adjusted in this Step Two, and instead are adjusted in Step Three below. This will provide adjusted tiers in Table B for each year of the Service Period for the determination of the Billing Credit or Shortfall Penalty, as applicable. In this example, the adjusted tiers in Table B would yield a Billing Credit of $18M for the TBR of $207M achieved by the customer, as such Billing Credit is adjusted by Step Three below.

Step Three: determine the applicable Billing Credits or Shortfall Penalty from the new tiers in Table B calculated in Step Two above. In this example, the Billing Credit set forth in the applicable Table B in (E)(2)(b) following will be reduced by 7.6% (calculated as $15M divided by $197.5M). Since in this example, the customer has achieved a TBR for Qualifying Services of $207M, the customer would be eligible for an annual Billing Credit in the first year of the plan of $16.633M ($18M Billing Credit using the adjusted table from Step 2 above less $1,367,000 ($18M multiplied by 0.076). All other adjustments to the Billing Credit for Quarterly Credits previously paid in accordance with (E)(2) following shall continue to apply. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit

(a) Calculation of MRC and the Quarterly Credit

Subject to the terms of this Section (E)(2), the customer is eligible to receive a Quarterly Credit (**Quarterly Credit**) on a quarterly basis (i.e., a 3 month period), for each of the first three quarters of each year of the Service Period. The Quarterly Credit is not provided in the fourth quarter of any year of the Service Period. In order to be eligible for the Quarterly Credit, the customer's MRC for the Qualifying Services for the applicable quarter must be equal to or greater than $49.375M. If the customer's MRC in a given quarter is less than $49.375M, but the customer's TBR for Qualifying Services on an annualized basis is greater than $197.5M, the customer shall still be ineligible for the Quarterly Credit in such quarter. The Quarterly Credit shall be equal to seventy-five percent (75%) of the eligible quarterly credit amount as determined in accordance with the applicable Table A set forth below. The Quarterly Credit shall be credited to the customer's account by the Telephone Company at any time between the 45th day and the 60th day following the end of the applicable quarterly period.

At the end of each of the first three quarters of each year of the Service Period, the Telephone Company shall:

(1) calculate the total MRC for the Qualifying Services achieved by Customer during the prior three month period, in accordance with the terms and conditions set forth in this Option 25. The terms of (E)(1)(b), (E)(1)(c) and (E)(2)(c) relating to Disputed Charges shall not apply to this quarterly calculation of the Quarterly Credit; and

(2) calculate the Quarterly Credit for Qualifying Services for such quarter, in accordance with the applicable Table A set forth below (i.e., depending on whether the applicable quarter is in year 1 or year 2 of the Service Period, the appropriate Quarterly Credits set forth in the applicable Table A shall apply).

As an illustrative example, assume that during first quarter of year 1 of the Service Period, the customer achieves an MRC for Qualifying Services of $56M. In accordance with Table A for year 1 below, the customer would be eligible for a Quarterly Credit of $3.375M (calculated as $4.5M x .75 = $3.375M). (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period

(1) No later than the 60th day following the end of each year of the Service Period, the Telephone Company shall calculate the total TBR for Qualifying Services achieved by the customer during such year of the Service Period in accordance with the terms and conditions set forth in this Option 25 and Option 27 (x)
of Tariff F.C.C. No. 11, including Sections (E)(1)(b), (x)
(E)(1)(c) and (E)(2)(c). Subject to the terms and conditions relating to disputes as set forth in (E)(2)(c) following, and subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable credit set forth in the applicable Table B below (the **Billing Credit**), which Billing Credit may be $0 or more depending on the customer's TBR for the Qualifying Services during such year of the Service Period.

(2) If the customer has not met the minimum TBR for Qualifying Services of $162.5M in each year of the plan, or the adjusted minimum TBR for the Qualifying Services pursuant to (E)(1)(e) preceding, then the customer shall be liable for the Shortfall Penalty (as defined in (E)(3) following) and shall in addition be required to return all Quarterly Credits previously paid by the Telephone Company during such year of the Service Period.

(3) If the customer's TBR for Qualifying Services in each year of the plan is $162.5M or greater but less than $197.5M (or the corresponding adjusted TBRs pursuant to (E)(1)(e) preceding), then no Shortfall Penalty shall apply, and the customer shall not be eligible for any Billing Credit for such year of the Service Period. In addition, the customer shall be required to return all Quarterly Credits previously paid by the Telephone Company during such year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period (Cont'd)

(4) The Billing Credit shall be determined by using the applicable Table B below (i.e., depending on whether the TBR and Billing Credit calculation is for year 1 or year 2 of the Service Period, the appropriate TBR and Billing Credits set forth in the applicable Table B shall apply). To calculate the Billing Credit, the Telephone Company shall:

(a) Locate Customer's TBR for Qualifying Services using the applicable Table B below under the heading "TBR for Qualifying Services ($M)" and determine the corresponding Billing Credit that the customer is eligible to receive. The TBR for Qualifying Services achieved by the customer during such year of the Service Period is calculated in accordance with the terms and conditions set forth in this Option 25, including Sections (E)(1)(b), (E)(1)(c) and (E)(2)(c);

(b) determine the amount of the Quarterly Credits, if any, credited to the customer in the prior three quarters of such year;

(c) subtract the total amount, if any, of Quarterly Credits paid in the prior three quarters of such year from the Billing Credit determined in (a) above. If the result is a negative number, then the customer must refund to the Telephone Company the difference between all Quarterly Credits previously credited by the Telephone Company during such year of the Service Period and the Billing Credit as calculated in (a) preceding. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period (Cont'd)

The following illustrative examples are presented:

Example 1: Assume that the customer's MRC for Qualifying Services in quarters 1, 2, and 3 of year 1 of the Service Period was $56M, $57M, and $58M, respectively. Based on Table A for year 1 below, Customer would be eligible for a Quarterly Credit of $3.375M for quarter 1, $3.75M for quarter 2, and $3.75M for quarter 3, for a total Quarterly Credit payout of $10.875M. Assume further that the customer's MRC for Qualifying Services for the fourth quarter was $59M. Thus, for year 1 of the Service Period, the total MRC for Qualifying Services is $230M (which amount is equal to the sum of all of the MRCs for Qualifying Services for all four quarters). Assume further that after the resolution of certain credits and disputes in accordance with Sections (E)(1)(b), (E)(1)(c), and (E)(2)(c), the TBR for Qualifying Services for year 1 of the Service Period was $225M. In Table B for year 1 of the Service Period below, a TBR for Qualifying Services of $225M would be eligible for a Billing Credit of $18M. Since the customer already received $10.875M as Quarterly Credits during the first three quarters of year 1 of the Service period, the customer would be eligible for a final Billing Credit of $7.125M ($18M less $10.875M = $7.125M). (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period (Cont'd)

Example 2: Assume that the customer's MRC for Qualifying Services in quarters 1, 2, and 3 of year 1 of the Service Period was $48M, $50M, and $58M, respectively. Based on Table A for year 1 below, and in accordance with this Option 25, the customer would be eligible for a Quarterly Credit of $0 for quarter 1, $937,500 for quarter 2, and $3.75M for quarter 3, for a total Quarterly Credit payout of $4.69M. Assume further that the customer's MRC for Qualifying Services for the fourth quarter was $40M. Thus, for year 1 of the Service Period, the total MRCs billed for Qualifying Services is $196M (which amount is equal to the sum of all of the MRCs for Qualifying Services for all four quarters for year 1 of the Service Period). Assume further that after the resolution of certain credits and disputes in accordance with Sections (E)(1)(b), (E)(1)(c), and (E)(2)(c), the TBR for Qualifying Services for year 1 of the Service Period is $190M. In Table B for year 1 of the Service Period below, a TBR for Qualifying Services of $190M would be eligible for a Billing Credit of $0. Since the customer already received $4.69M as Quarterly Credits during the first three quarters of year 1 of the Service period, the Customer would not be eligible for any Billing Credits, and would be required to refund to the Telephone Company the Quarterly Credits credited during the first three quarters of year 1 of the Service Period (i.e., refund the $4.69M). (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period (Cont'd)

Example 3: Assume that the customer's MRC for Qualifying Services in quarters 1, 2, and 3 of year 1 of the Service Period was $57M, $58M, and $59M, respectively. Based on Table A for year 1 below, and in accordance with this Option 25, the customer would be eligible for a Quarterly Credit of $3.75M for each of quarters 1, 2, and 3, for a total Quarterly Credit payout of $11.25M. Assume further that the customer's MRC for Qualifying Services for the fourth quarter was $40M. Thus, for year 1 of the Service Period, the total MRCs billed for Qualifying Services is $214M (which amount is equal to the sum of all of the MRCs for Qualifying Services for all four quarters of year 1 of the Service Period). Assume further that after the resolution of certain credits and disputes in accordance with Sections (E)(1)(b), (E)(1)(c), and (E)(2)(c), the TBR for Qualifying Services for year 1 of the Service Period is $214M. In Table B for year 1 of the Service Period below, a TBR for Qualifying Services of $214M would be eligible for a Billing Credit of $7.5M. Since the customer already received $11.25M as Quarterly Credits during the first three quarters of year 1 of the Service period, the customer would not be eligible for any additional Billing Credits, and would be required to refund to the Telephone Company $3.75M (i.e., the difference between all Quarterly Credits previously credited by the Telephone Company during year 1 of the Service Period ($11.25M) and the Billing Credit ($7.5M)). (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) Calculation of the TBR and Billing Credit at the end of each Annual Period (Cont'd)

Year 1

Table A

Quarterly Credit (quarterly)		
MRCs for Qualifying Services (in Millions)		Credit (in Millions)
From	To	Amount
$00.00	$49.37	$0.00
$49.38	$51.87	$1.25
$51.88	$54.37	$1.88
$54.38	$56.87	$4.50
$56.88	$59.37	$5.00
$59.38	$61.87	$5.50
$61.88	and above	$6.00

Table B

Billing Credit (annual)		
TBR for Qualifying Services (in Millions)		Credit (in Millions)
From	To	Amount
$0.00	$162.49*	$0.00
$162.50	$197.49	$0.00
$197.50	$207.49	$5.00
$207.50	$217.49	$7.50
$217.50	$227.49	$18.00
$227.50	$237.49	$20.00
$237.50	$247.49	$22.00
$247.50	and above	$24.00

Year 2

Table A

Quarterly Credit (quarterly)		
MRCs for Qualifying Services (in Millions)		Credit (in Millions)
From	To	Amount
$00.00	$49.37	$0.00
$49.38	$51.87	$1.25
$51.88	$54.37	$3.63
$54.38	$56.87	$6.75
$56.88	$59.37	$7.50
$59.38	$61.87	$7.75
$61.88	And above	$8.00

Table B

Billing Credit (annual)		
TBR for Qualifying Services (in Millions)		Credit (in Millions)
From	To	Amount
$0.00	$162.49*	$0.00
$162.50	$197.49	$0.00
$197.50	$207.49	$5.00
$207.50	$217.49	$14.50
$217.50	$227.49	$27.00
$227.50	$237.49	$30.00
$237.50	$247.49	$31.00
$247.50	and above	$32.00

* Shortfall Penalty as set forth in (E)(3) following applies in this range for Qualifying Services. (N)

All amounts will be rounded up or down to the nearest $10,000.

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers

(1) No later than the 60th day following the end of each year of the Service Period, the Telephone Company shall calculate the TBR for Qualifying Services and the Billing Credit in the following manner:

(a) calculate the total MRCs for Qualifying Services achieved by the customer during such year of the Service Period in accordance with the terms and conditions set forth in this Option 25, including Sections (E)(1)(b) and (E)(1)(c), which MRC for Qualifying Services shall not include any Disputed Charges;

(b) determine the total amount of Disputed Charges;

(c) multiply the total amount of Disputed Charges by 50% which amount shall be the **Cap on Disputed Charges**;

(d) add the Cap on Disputed Charges calculated in (c) above to the total MRCs for Qualifying Services calculated in (a) above, and such amount shall be deemed to be the TBR for Qualifying Services for such year of the Service Period; and

(e) determine the corresponding Billing Credit or Shortfall Penalty for the TBR for Qualifying Services calculated in (d) above in accordance with Sections (E)(2)(a) and (E)(2)(b) preceding. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(2) Using the calculations in (E)(2)(c)(1) preceding, and subject to the terms of this Option 25, if the customer is eligible to receive a Billing Credit other than a Billing Credit of $0, such Billing Credit will be credited to the customer's account no later than the ninetieth (90th) day after the end of each year of the Service Period. If the customer is required to pay a Shortfall Penalty in accordance with the terms of (E)(3) following, then the customer shall pay such amount no later than the ninetieth (90th) day following the end of the Service Period. Refund of any Quarterly Credits shall be made no later than the ninetieth (90^{th}) day following the end of the Service Period.

(3) After payment of the Billing Credit, the customer and the Telephone Company may continue to negotiate and resolve all Disputed Charges. Upon resolution of any such disputes, amounts may be credited to the customer if the customer prevails, provided that,in no event will the customer receive more than the Cap on Disputed Charges. The customer shall not be entitled to receive an amount greater than the Cap on Disputed Charges regardless of the merit or final resolution of such disputes, and regardless of whether such disputes are included in the Cap on Disputed Charges. If the Telephone Company prevails in some or all such disputes, then the Telephone Company shall be required to credit only such amounts where the customer has prevailed on such dispute up to the Cap on Disputed Charges, which credit amount may equal $0.

Once the Telephone Company has credited the customer an amount equal to the Cap on Disputed Charges, then

(a) the Telephone Company shall have no further obligation to negotiate or resolve any additional disputes that are Disputed Charges; and

(b) the customer hereby releases and discharges the Telephone Company of and from any and all manner of claims, demands, rights, liabilities, damages, potential actions, causes of action, suits, agreements, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have arisen or might arise related to the Disputed Charges. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(3) (Cont'd)

Notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credit or the TBR for Qualifying Services calculated above, and the same shall apply regardless of the outcome of any Disputed Charges and/or the payment of the Cap on Disputed Charges.

(4) The Telephone Company's inclusion of any amounts in the TBR for Qualifying Services and provision of the Billing Credit is contingent on the following:

(a) all amounts included in the calculation of TBR for Qualifying Services (other than the Disputed Charges) shall not be subject to dispute at a later date. The customer also agrees not to initiate any new disputes with respect to amounts included in the calculation of TBR for the Qualifying Services billed during the applicable year of the Service Period. The Telephone Company shall not backbill for any amounts included in the calculation of TBR for the Qualifying Services; and

(b) each party waives and releases, and forever discharges the other party of and from any and all manner of claims, demands, rights, liabilities, damages, potential actions, causes of action, suits, agreements, judgments, decrees and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown, which have arisen or might arise related to payment by Customer or credits by the Telephone Company for any amounts that are included in the calculation of TBR for the Qualifying Services billed by the Telephone Company to the customer during the Service Period (other than any Disputed Charges);

(c) Subject to the terms of (E)(2)(c)(3) preceding, the customer and the Telephone Company shall retain its rights with respect to any Disputed Charges and any amounts not included in the calculation of TBR for the Qualifying Services. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(4) (Cont'd)

As an illustrative example, assume that as of the 60th day following the end of year 1 of the Service Period, the customer has billed amounts for year 1 equal to the following:

- $220M of MRCs in Qualifying FMS Services which are not disputed by the customer and paid in full by the customer;
- $4M of MRCs in new Qualifying SONET Special Access Services, which are not disputed by the customer and paid in full by the customer;
- $6.5M in non-recurring charges;
- $2.4M in taxes and surcharges;
- $1.8M of termination charges for early termination of Qualifying SONET Special Access Services;
- $2M in MRCs which have not been paid by the customer and are disputed by the customer; and
- $8M in Disputed Charges in Qualifying Services.

Assume that, as of the 60th day following the end of year 1 of the Service Period, the customer has paid all billed amounts listed above (other than the $2M in MRCs), and continues to dispute $8M in Disputed Charges in Qualifying Services. The Cap on Disputed Charges is $4M ($8M in Disputed Charges multiplied by 50%). The TBR for Qualifying Services is $228M (calculated as $220M in MRCs for Qualifying FMS Services plus $4M in MRCs for Qualifying SONET Special Access Services, plus $4M (which is the Cap on Disputed Charges)). The $2M MRCs which have not been paid by the customer and are disputed by the customer are not Disputed Charges, as defined above, and hence are not included in the calculation of TBR. The other charges are not MRCs and hence are not included in the calculation of TBR for the Qualifying Services. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(4) (Cont'd)

Based on a TBR for Qualifying Services of $228M, the corresponding Billing Credit in Table B above is $20M, subject to any adjustments for Quarterly Credits previously paid to the customer in accordance with Section (E)((2)(b) preceding. After payment of the Billing Credit by the 90th day following the end of the Service Period, the customer and the Telephone Company may continue to negotiate and resolve all Disputed Charges until such time that the Telephone Company and the customer have resolved such disputes. Depending on the resolution of such disputes, the customer may receive credits up to a maximum of the Cap on Disputed Charges, or the Telephone Company may prevail on all such disputes, in which event, the credit to the customer shall be $0. Notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credit or the TBR for Qualifying Services calculated above, and the same shall apply regardless of the outcome of any Disputed Charges and/or the payment of the Cap on Disputed Charges. Subject to the terms of (E)(2)(c)(3) preceding, the customer and the Telephone Company shall retain its rights with respect to any Disputed Charges and any amounts not included in the calculation of TBR for the Qualifying Services. (N)

21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(c) Timing of Payments and Billing Credits; Disputes; Releases and Waivers (Cont'd)

(5) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error. The customer also agrees to separately identify all disputes related to the Qualifying FMS Services.

(6) The amount of the Billing Credit shall not be subject to any interest penalty.

(3) Shortfall Penalty

If the customer does not satisfy the minimum TBR requirement for Qualifying Services of $162.5M in each year of the plan, the customer will pay the Telephone Company a shortfall payment equal to fifty percent (50%) of the difference between minimum TBR of $162.5M, or the adjusted minimum TBR requirement as set forth in (E)(1)(e) preceding, for Qualifying Services and Customer's actual annual TBR for Qualifying Services during such year of the Service Period (the **Shortfall Penalty**). In addition, and even upon payment of the Shortfall Penalty as set forth in the prior sentence, the customer will not be eligible to receive any applicable Billing Credits under this Option 25, and shall in addition be required to return all Quarterly Credits previously paid by the Telephone Company during such year of the Service Period (but not for prior years). If the customer has a TBR for Qualifying Services of at least $162.5M, or the adjusted minimum TBR requirement adjusted as set forth in (E)(1)(e) preceding, in each year of the Service Period, then no Shortfall Penalty, as set forth in this Section (E)(3), shall apply, but the customer may be ineligible for any Billing Credits, as set forth in the table below, based on the customer's TBR for Qualifying Services for such year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Shortfall Penalty (Cont'd)

As an illustrative example, assume that the customer has achieved a TBR for Qualifying Services of $157.5M during year 1 of the Service Period, and assuming that no adjustment under Section (E)(1)(e) preceding occurred. Assume further that the customer received no Quarterly Credit payments during the prior 3 quarters of such year of the Service Period. Then the customer shall pay to the Telephone Company an amount equal to $2.5M (which is equal to $162.5M less the customer's actual TBR for Qualifying Services of $157.5M, multiplied by 50%). The customer will not be eligible to receive any applicable Billing Credits or Quarterly Credits for year 1 of the Service Period.

Shortfall Penalties shall not be applicable to any quarterly calculation of TBR for Qualifying Services and the corresponding Quarterly Credit. However, in accordance with (E)(2) preceding, the customer is not eligible for a Quarterly Credit if the TBR for Qualifying Services is less than $49.375M in such quarter.

(4) Option to Terminate Second Year of Plan

The customer has the option to terminate its subscription to this Option 25 and Option 27 of Tariff No. 11 at the end of the year 1 of the Service Period. If the customer elects to exercise this option, the customer must notify The Telephone Company in writing of the same no later than the end of the eleventh (11th) month of year 1 of the Service Period, and must terminate its subscription to both this Option 25 and Option 27 of Tariff No. 11. If the customer does not notify The Telephone Company in writing by such date, then the customer will be deemed to have opted to continue to abide by the terms and conditions of this Option 25 and Option 27 of Tariff No. 11 through the end of year 2 of the Service Period. Upon its exercise of the option to terminate as set forth in this Section (E)(4), and other than as explicitly set forth in this Option 25 and Option 27 of Tariff No. 11, all obligations of the customer and the Telephone Company under this Option 25 and Option 27 of Tariff No. 11 shall be extinguished as of last day of year 1 of the Service Period. Termination liability for termination of this Option 25, as set forth in (E)(5) following and Section 32.28(E)(5) of Tariff No. 11 shall not apply if the customer exercises the termination option set forth in this Section (E)(4). (x) (x) (x) (x) (x) (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.26 Contract Tariff Option 25 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Termination Charges

Other than as set forth in (E)(3) preceding, if the customer cancels or terminates its subscription to this Option 25 and Option 27 of Tariff No. 11 at any period of time prior to the expiration of the Service Period, the customer will be liable for fifty percent (50%) of the difference between the customer's TBR for Qualifying Services at the time of cancellation or termination and the minimum TBR for Qualifying Services of $162.5M, or the adjusted minimum TBR requirement as set forth in (E)(1)(e) preceding, as applicable, for the specific year of the Service Period in which cancellation or termination occurred. In addition, the customer shall not be eligible for the Billing Credit, and must refund any Quarterly Credits previously paid by the Telephone Company to the customer during such year of the Service Period. Termination of this Option 25 shall be deemed to be a termination of Option 27 of Tariff No 11. (x) (x) (x)

As an illustrative example, assume that the customer has a TBR for Qualifying Services of $150M during the first eight months of the second year of the plan, and that no adjustment under (E)(1)(e) preceding occurred. Assume further that the customer received $18M in Billing Credits for year 1 of the Service Period, and received $6M in Quarterly Credits for the first 2 quarters of year 2 of the Service Period. The customer also did not exercise its option to terminate this Option 25 and Option 27 of Tariff No. 11 in accordance with Section (E)(4) preceding of this tariff and Section 32.28(E)(4) of Tariff No. 11. In month 9 of year 2 of the Service Period, the customer decides to terminate its subscription to the Options. The customer shall pay termination charges of $6.25M (the minimum TBR for Qualifying Services of $162.5M less the actual TBR for Qualifying Services of $150M, multiplied by 50%). The customer shall not be eligible for any applicable Billing Credits for year 2 of the Service Period, and must refund the $6M paid by the Telephone Company to the customer as Quarterly Credits for the first 2 quarters of year 2 of the Service Period. The customer may retain the $18M paid as a Billing Credit in year 1 of the Service Period. (x) (x) (x)

Unless superseded by the terms and conditions set forth in this Option 25, all terms and conditions, including termination liability and minimum period obligations, as stated in other sections of this tariff, apply to all Qualifying Services under this Option 25. Upon any termination under this Option 25, the terms and conditions of this tariff (other than the terms of this Option 25) shall continue to apply with respect to all Qualifying Services provided under this tariff. (N)

(x) Issued under authority of Special Permission No. 05-018 of the Federal Communications Commission.

21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26

(A) Scope

(1) Contract Tariff Option 26 (Option 26) provides discounted monthly rates to customers who subscribe to new Special Access IntelliLight® Dedicated SONET Ring Service at capacities of Optical Carrier 48 (**OC48 DSR Service**) or Optical Carrier 192 (**OC192 DSR Service**) or an upgrade of an existing OC48 DSR Service to a new OC192 DSR Service (**upgrade to OC192 DSR Service**) in accordance with the requirements set forth in (B) through (F) following. (T) (T) (T)

(2) The terms and conditions, regulations and rates provided in this Section 21.27 apply to customers who subscribe to new OC48 DSR Service, new OC192 DSR Service or upgrade to OC192 DSR Service as offered herein. (T) (T) (T)

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 26.

(1) A customer must subscribe to Option 26 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on June 3, 2005 and ends on August 2, 2005 (**Subscription Period**).

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company.

(3) A customer must subscribe to Option 26 for the service period set forth in (D) following.

(4) A customer must subscribe to a new OC48 DSR Service, a new OC192 DSR Service or upgrade to OC192 DSR Service that is configured with between eight (8) and twenty-two (22) enhanced nodes, and the ring mileage must be greater than 40 miles. A new OC48 DSR Service or a new OC192 DSR Service cannot be a DSR Service that was disconnected from another contract tariff option or discount plan in order to subscribe that DSR to this Option 26. (T) (T) (T) (T) (T)

(5) All nodes for the OC48 DSR Service or OC192 DSR Service must be located within the Serving Area as set forth in (C) following. (T)

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21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 26 is comprised of the New York and New Jersey wire centers that are within the New York and New Jersey Corridor portion of the New York NY Metropolitan Statistical Area (**MSA #1**).

(2) Wire centers for Phase II MSAs are listed in Section 14.7 preceding, as the same may be amended from time to time.

(3) The following Telephone Company wire centers of MSA #1 comprise the geographic area of the New York and New Jersey Corridor:

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

(N)

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21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26 (Cont'd) (N)

(C) Serving Area (Cont'd)

(3) The following Telephone Company wire centers of MSA #1 comprise the geographic area of the New York and New Jersey Corridor: (Cont'd)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(4) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff that occur during the Service Period of this Option 26 will apply. (N)

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21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26 (Cont'd)

(D) Service Period

(1) The service period for OC48 DSR Service or OC192 DSR Service nodes and mileage ordered under this Option 26 is sixty-three (63) months from the date that the new OC48 DSR Service or the new or upgraded OC192 DSR Service is available for use by the customer (**Service Period**). (T)

(2) The Service Period for each port on the OC48 DSR Service or OC192 DSR Service that is ordered with the initial installation of service shall commence with the installation of the port and end on the same date on which the Service Period for the nodes and mileage under (D)(1) preceding ends. (T)

(3) The Service Period for each port added subsequent to the initial installation of service is subject to the terms and conditions set forth in Section 23.1 following, except that the commitment period for such port will be coterminous with the end of the Service Period for the nodes and mileage under (D)(1) preceding when such ports are added prior to the thirty-sixth (36th) month of the Service Period of this Option 26. Ports added after the 36th month of the Service Period of this Option 26 are subject to monthly terms as described in Section 23.1 following. (T)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.27, the terms and conditions (e.g., additions of nodes) and application of rates and charges as set forth in Section 23.1 following apply to the OC48 DSR Service or OC192 DSR Service, ports added subsequent to the initial installation of the new OC48 DSR Service, new OC192 DSR Service, or upgrade to OC192 DSR Service and to any service(s) connected to such OC48 DSR Service or OC192 DSR Service. (T)

(2) The OC48 DSR Service or OC192 DSR Service must be configured with a minimum of eight (8) and up to a maximum of twenty-two (22) OC48 or OC192 enhanced nodes, as applicable, that are located at customer designated premises or Telephone Company wire centers that are within the Serving Area of this Option 26, and the ring mileage must be greater than 40 miles. (T)

(3) Termination Liability

In the event that service is discontinued prior to the end of the Service Period, termination liability applies in accordance with the regulations set forth in Section 23.1 following. Subject to the application of rates described in Section 14.7 preceding, any termination liability charge shall be calculated using the rates set forth Section 23.1 following. (T)

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21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26 (Cont'd)

(E) Terms and Conditions (Cont'd)

(4) In the event that service is discontinued prior to the end of the minimum period, minimum period charges apply. When calculating the minimum period charge, the rates set forth in Section 23.1 following are used and apply in accordance with the application of rates set forth in Section 14.7 preceding. (T)

(5) Cancellation charges apply if the customer cancels the order, or part of the order, for DSR under this Option 26 prior to the service date, unless the order or part of the order is cancelled due to the Telephone Company failure to provide service on the service date. Cancellation charges apply in accordance with Section 5.2.3(B)(4) preceding. When calculating the cancellation charge, the rates set forth in Section 23.1 following are used and apply in accordance with the application of rates set forth in Section 14.7 preceding. (T) (T)

(6) Expiration of the Service Period

Upon completion of the Service Period for this Option 26, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service at the 5-year rates and charges set forth in Section 23.1 following which apply in accordance with Section 14.7 preceding. (T)

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the OC48 DSR Service or OC192 DSR Service will continue in accordance with (c) preceding. (T) (T)

(7) Except as set forth in this Option 26, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the OC48 DSR Service or OC192 DSR Service included in this Option 26. (T)

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21. Contract Tariffs (Cont'd)

21.27 Contract Tariff Option 26 (Cont'd)

(F) Rates and Charges

The following rates and charges apply to the nodes, mileage, and ports that are installed coincident with the initial installation of service and associated with services under this Option 26. The rates and charges for all other rate elements associated with the services included in this Option 26, including those rate elements associated with services that connect to such OC48 DSR Service or OC192 DSR Service, are set forth in other sections of this tariff. (T)

Rate Element	USOC	Monthly Rate	Nonrecurring Charge
OC48 Enhanced Node, per enhanced node	-----	$3,222.80	None
OC192 Enhanced Node, per enhanced node	-----	$6,440.00	None
Mileage,			
OC48 per mile between nodes	-----	447.30	None
OC192 per mile between nodes	-----	895.30	None
Ports, per port			
DS1	-----	22.40	None
DS3	-----	92.00	None
GigE1	-----	184.00	None
GigE3	-----	276.00	None

21. CONTRACT TARIFFS (Cont'd)

21.28 Contract Tariff Option 27

(A) Scope

Contract Tariff Option 27, the New Connect Discount Plan H (**Plan H**), is an offering exclusively for:

- new installations of Special Access IntelliLight® Dedicated SONET Ring service as described in Section 23.1 following (**DSR**) or
- upgrades of DSR service as described in (B)(3)(b) following (**upgrades**).

Plan H offers a discount, as set forth in (E)(2) following (**Plan H discount**), on certain DSR rate elements, as set forth in (D) following, when such DSR is newly installed or upgraded in accordance with the terms of this Plan H. Switched Access DSR rate elements as set forth in Section 23.1 following are not eligible to receive the Plan H discount.

(B) Eligibility Requirements

The customer must meet all of the following requirements in order to be eligible for subscription to Plan H.

(1) A customer must subscribe to Plan H by submitting a written authorization in a manner designated by the Telephone Company during the period that begins on June 11, 2005 and ends on December 23, 2005 (**Subscription Period**). (T)

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the Plan H discount, unless the later date is designated by the Telephone Company or another Exchange Telephone Company jointly providing service with the Telephone Company.

(3) A customer must order new installations of DSR or upgrades of existing DSR(s), as applicable, in accordance with this Plan H during the Subscription Period.

(a) Except for upgrades as set forth in (B)(3)(b) following, a new DSR service does not include DSR service that was disconnected from its current location and installed as new at the same location.

21. CONTRACT TARIFFS (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(B) Eligibility Requirements (Cont'd)

(3) (Cont'd)

(b) Upgrades of an existing DSR service under this Plan H are subject to the terms and conditions set forth in (E)(1) following and to all of the following requirements. (T)

(1) One (1) or two (2) existing DSRs (**the old DSR(s)**) must be upgraded to a single DSR (**the new DSR**), which new DSR must have a greater optical carrier rate than the combined optical carrier rate of the old DSR(s) being upgraded. For example: (T)

- An existing OC3 DSR that is changed to or replaced with a new OC12 DSR is an upgrade. (T)
- Two (2) existing OC12 DSRs that are changed to or replaced with one (1) new OC48 DSR is an upgrade. (T)

(2) The commitment period for the new DSR must have an expiration date that extends beyond the expiration date of the commitment period(s) associated with each of the old DSR(s); and (T)

(3) The new DSR must have at least one (1) customer premises node and one (1) CO node in common with each of the old DSR(s). (T)

(4) When two (2) existing DSRs are upgraded to single new DSR, the aggregate amount of all monthly charges for the nodes included in the new DSR commitment period must be at least twenty-five percent (25%) greater than the aggregate amount of the monthly charges for the nodes included in the remaining commitment period for the old DSR(s). (T)

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21. CONTRACT TARIFFS (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(B) Eligibility Requirements (Cont'd)

(3) (Cont'd)

(c) The following types of changes are not upgrades under this Plan H and are not eligible for the Plan H discount:

- A change of an existing DSR with non-enhanced nodes to a DSR with enhanced nodes with the same optical carrier rate (e.g., an existing OC3 DSR with non-enhanced nodes that is changed to or replaced with a new OC3 DSR with enhanced nodes is not an upgrade) (T)
- An addition of one (1) or more port(s) or node(s) to an existing DSR service (T)
- Two (2) existing DSRs that are changed to or replaced with one (1) new DSR with the same optical carrier rate (e.g., 2 existing OC3 DSRs that are changed to or replaced with 1 new OC3 DSR is not an upgrade) (T)
- An existing DSR that is changed to or replaced with a new DSR with the same optical carrier rate but with additional nodes (e.g., an existing OC12 DSR with ten (10) nodes that is changed to or replaced with a new OC12 DSR with eleven (11) nodes is not an upgrade) (T)

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21. Contract Tariffs (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(C) Serving Area (N)

(1) The serving area of Plan H consists of the Metropolitan Statistical Areas (**MSAs**) set forth in (C)(1)(a) and (b) following.

(a) The Plan H discount will be applied in the following MSAs in accordance with Section 14.7 preceding of this tariff.

Allentown-Bethlehem-Easton PA	MSA #58
Altoona PA	MSA #225
Baltimore MD	MSA #14
Charleston WV	MSA #140
Hagerstown MD	MSA #257
Harrisburg-Lebanon-Carlisle PA	MSA #84
Huntington-Ashland WV-KY-OH	MSA #110
Lancaster PA	MSA #105
Lynchburg VA	MSA #203
New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Norfolk-Virginia Beach-Portsmoth VA/NC	MSA #43
Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Richmond VA	MSA #59
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA	MSA #56
Sharon PA	MSA #238
State College PA	MSA #259
Vineland-Millville-Bridgeton NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport PA	MSA #251
Wilmington-Newark DE-MD	MSA #69

(b) The Plan H discount will be applied to all eligible rate elements as set forth in (E)(2) following, except for the portion of the communications path connecting the serving wire center to the associated End User location or the node at the end user location.

Atlantic-Cape May NJ	MSA #134
New Brunswick-Perth Amboy-Sayerville NJ	MSA #62
Wheeling WV-OH	MSA #178

(2) The Telephone Company MSAs listing in (C)(1) preceding are in effect as of June 11, 2005. Any additions or changes to the wire centers included in the MSAs listed in (C)(1) preceding that occur after June 11, 2005 do not apply to this Plan H. (N)

21. Contract Tariffs (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(D) Eligible IDSR Rate Elements and Service Configurations

(1) Plan H offers a discount to the following DSR rate elements when such DSR is newly installed or upgraded in accordance with (E) following. (T) (T)

- Non Enhanced nodes (OC3 only)
- Enhanced nodes (OC12, OC48, OC192), including subtending nodes
- Mileage (OC3, OC12, OC48, OC192)
- Pass Through Interface, Per Interface (OC3, OC12, OC48, OC192)

(2) Plan H is available on either full ring or partial ring configurations.

(E) Description of Plan H

(1) Plan H offers a discount as set forth in (E)(2) following on all eligible DSR rate elements set forth in (D) preceding that meet the conditions outlined in this Plan H. The Plan H discount will apply to the eligible DSR service monthly recurring rate for the rate elements set forth in (D) preceding. Application of the Plan H discount on Mileage rate elements is limited to those instances where individual DSR service has at least two (2) contiguous serving wire centers within an MSA identified in (C) above. (T) (T) (T)

(2) Under Plan H, the customer will receive the following discount that coincides with the term plan selected by the customer for the newly installed or upgraded DSR service. (T)

- For any 3-year or 5-year term plan, the Plan H discount is 20%.
- For any 7 year term plan, the Plan H discount is 10%.

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21. Contract Tariffs (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(E) Description of Plan H (Cont'd)

(3) Subscription to Other Contract Tariff Options

(a) A customer subscribing to DSR Service under this Plan H may concurrently subscribe to Contract Tariff Option 24 as set forth in Section 21.25 preceding. (T)

(b) A customer subscribing to DSR services under this Plan H may concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services. (T)

(c) Except as set forth in (E)(3)(a) and (b) above, the customer may not subscribe any DSR rate elements that receive the Plan H discount to any other contract tariff, unless subscription of such DSR service is explicitly allowed under that contact tariff option. (T) (T)

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21. Contract Tariffs (Cont'd)

21.28 Contract Tariff Option 27 (Cont'd)

(F) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following apply to the DSR services subscribed to this Plan H. (T)

(1) The Plan H discount expires at the end of the term plan selected by the customer. If the customer renews or extends the term plan in accordance with Section 23.1 following, the Plan H discount is not applicable to such renewal or extension. (T)

(2) The Plan H discount is not used in calculating termination liability, cancellation charges, or other obligations as they may apply in other sections of this tariff.

(3) With the exception of adding or removing nodes to the DSR service subscribed to under this Plan H, any replacements, rearrangements, or other physical change to the service subscribed to Plan H will result in termination of the Plan H discount on all rate elements of the service. Any additions of one (1) or more node(s) after the Subscription Period will be billed at the then effective tariff rates, as set forth in Section 23.1 following, and such additional node(s) shall not be eligible for the Plan H discount. Ports may be added or removed to the DSR service subscribed to under this Plan H in accordance with Section 23.1 following at any time during the Service Period of this Plan H. (T) (T) (T) (T)

(4) Termination liability will not apply to the disconnection or upgrade of the old DSR(s) when the conditions set forth in (B)(3)(b) above are met. (T)

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

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21. Contract Tariffs (Cont'd)

21.29 Contract Tariff Option 28

(A) Scope

(1) Contract Tariff Option 28 (Option 28) provides discounted monthly rates to customers who upgrade two (2) existing IntelliLight® Dedicated SONET Rings (**DSR**) at capacities of OC48 or less into a single DSR at a capacity of OC192. DSR is described in Section 23.1 following.

(2) The terms and conditions, regulations and rates provided in this Section 21.29 apply to customers who subscribe to OC192 DSR as offered herein.

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 28.

(1) A customer must subscribe to Option 28 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on June 11, 2005 and ends on August 10, 2005 (**Subscription Period**). (T)

(2) A customer must subscribe to Option 28 for the service period set forth in (D) following.

(3) A customer must replace two (2) existing DSRs at capacities of OC48 or less with a single DSR at a capacity of OC192 in accordance with the provisions set forth in this Option 28 and the upgrade provisions set forth in Section 23.1 following.

(4) All nodes on the existing DSRs and on the replacing OC192 DSR must be located in Telephone Company wire centers and at customer designated premises that are within the Serving Area specified in (C) following.

(5) The replacing OC192 DSR must be configured with:

(a) A minimum of ten (10) up to a maximum of fifteen (15) OC192 enhanced nodes (as defined in Section 23.1 following) that are located at customer designated premises or Telephone Company wire centers that are within the Serving Area of this Option 28. At least fifty percent (50%) of the total number of nodes on the ring must be located at customer designated premises or Telephone Company wire centers that are within the New Jersey portion of MSA #1. In determining the minimum number of nodes that must be located within MSA #1, always round up to the next node when the calculation results in a fraction of a node. For example, if the DSR is configured with a total of fifteen (15) nodes, at least eight (8) nodes must be located within the New Jersey portion of MSA #1 (50% of 15 nodes = 7.5 nodes and rounded to 8 nodes); and

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21. Contract Tariffs (Cont'd)

21.29 Contract Tariff Option 28 (Cont'd)

(B) Eligibility (Cont'd)

(5) (Cont'd)

(b) the total mileage around the circumference of the OC192 DSR (as measured in accordance with Section 23.1 following) must be thirty-five (35) miles or more; and (T) (T)

(c) all of the following types and minimum number of ports

Type of Port	Minimum Number of Ports
DS1	340
DS3	42
OC3	4
GigE1	2
GigE3	2

In addition to the above port types and minimum quantities, the OC192 DSR may be configured with other ports in accordance with (E)(2) following. (T)

(C) Serving Area

(1) The serving area of Option 28 is comprised of the following Metropolitan Statistical Areas (**MSAs**):

New York NY MSA #1 (New Jersey wire centers only) (**MSA#1**)

New Brunswick-Perth Amboy-Sayerville NJ (**MSA#62**) (see Note)

Note: The discounted rates set forth in (F) following do not apply to the rate elements associated with the services provided by the Telephone Company that connect the End User Premises to its serving wire center in MSA#62.

(2) Wire centers for Phase II MSAs are listed in Section 14.7 preceding.

(3) Any additions or changes to the wire centers included in the above MSAs that occur after will apply and be included in Option 28.

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21. Contract Tariffs (Cont'd)

21.29 Contract Tariff Option 28 (Cont'd)

(D) Service Period

(1) The service period for the OC192 DSR enhanced nodes and OC192 mileage under this Option 28 is sixty-six (66) months from the date that the OC192 DSR is available for use by the customer (**Service Period**). (T)

(2) The Service Period for each port on the OC192 DSR shall commence with the installation of the port and end on the same date on which the Service Period for the enhanced nodes and mileage under (D)(1) preceding ends. (T)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.29, the terms and conditions (e.g., additions of nodes) and application of rates and charges as set forth in Section 23.1 following apply to the OC192 DSR and to any service(s) connected to such DSR. (T)

(2) In addition to the types and minimum quantities of ports set forth in (B)(5)(c) preceding, this Option 28 includes rates and charges for OC12 ports and Gigabit Ethernet ports at GigE6, GigE9, GigE12, and GigE24. There is no minimum number of OC12, GigE6, GigE9, GigE12, or GigE24 ports required on the OC192 DSR. The rates and charges for ports included in this Option 28 are set forth in (F) following. Subscription to any other port type that is offered under Section 23.1 following and not included in this Option 28 is provided at the rates and charges set forth in Section 23.1 following. (T)

(3) Transitional Billing Period

Upon completion of the upgrade, six (6) months of transitional billing credit will apply. The transitional billing credit is equal to fifty percent (50%) of the monthly recurring rates for the node and mileage rate elements on both the existing DSR(s) and on the replacing OC192 DSR. (T)

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21. Contract Tariffs (Cont'd)

21.29 Contract Tariff Option 28 (Cont'd)

(E) Terms and Conditions (Cont'd)

(4) Termination Liability

In the event that service is discontinued prior to the end of the Service Period, termination liability applies in accordance with the regulations set forth in Section 23.1 following. Subject to the application of rates described in Section 14.7 preceding, any termination liability charge shall be calculated using the rates set forth Section 23.1 following. (T) (T)

(5) Expiration of the Service Period

Upon completion of the Service Period for this Option 28, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service at the 5-year rates and charges set forth in Section 23.1 following in accordance with Section 14.7 preceding. (T)

(6) Except as set forth in this Option 28, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the OC192 included in this Option 28.

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21. Contract Tariffs (Cont'd)

21.29 Contract Tariff Option 28 (Cont'd)

(F) Rates and Charges

The following rates and charges apply to the enhanced nodes, mileage, and ports associated with services included in this Option 28 (see Note). The rates and charges for all other rate elements associated with the services included in this Option 28, including those rate elements associated with services that connect to the OC192 DSR, are set forth in other sections of this tariff. (T)

Rate Element	USOC	Monthly Rate	Nonrecurring Charge
OC192 Enhanced Node, per enhanced node	-----	$7,360.00	None
Mileage, per mile between nodes	-----	900.00	None
Ports, per port			
DS1	-----	22.40	None
DS3	-----	92.00	None
OC3	-----	274.00	None
OC12	-----	513.00	None
GigE1	-----	184.00	None
GigE3	-----	276.00	None
GigE6	-----	364.00	None
GigE9	-----	428.00	None
GigE12	-----	516.00	None
GigE24	-----	704.00	None

Note: The rates and charges set forth above do not apply in MSA#62 to rate elements that are associated with the connection between an End User Premises and its serving wire center. For those rate elements, the rates and charges set forth in Section 23.1 following apply in accordance with Section 14.7 preceding. (T)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (N)

(A) Scope

(1) Contract Tariff Option 29 (**Option 29**) provides a customer with a discount to the monthly recurring rates for Special Access multiplexed High Capacity 44.736 Mbps Services and certain SONET services when the customer subscribes to this Option 29 in accordance with the terms and conditions set forth herein.

(2) In order to receive the Option 29 discount, a customer must concurrently subscribe to Option 31 of Tariff F.C.C. No. 11 (**FCC11 Option 31**) and Option 16 of Tariff F.C.C. No. 14 (**FCC 14 Option 16**). (x) (x) (x)

(3) The Option 29 discount will only apply to those services specified in (E) following which the customer orders under Option 29 of this tariff.

(B) Eligibility

The customer must meet all of the criteria set forth following in order to be eligible to receive the Option 29 discounts.

(1) A customer subscribes to Option 29 by submitting a written authorization in a manner designated by the Telephone Company during the sixty (60) day period which begins on June 17, 2005 and ends August 15, 2005 (**Subscription Period**).

(2) For calendar year ending December 31, 2004, a customer must have at least six thousand (6,000) High Capacity 44.736 Mbps (**DS3**) channel terminations (**DS3 Terminations)** which are in service anywhere within the operating territories of this tariff and of the Telephone Company's Tariff F.C.C. No. 11, Tariff F.C.C. No. 14, and Tariff F.C.C. No. 16. When counting DS3 Terminations, the Telephone Company shall include: (x) (x)

(a) Special Access High Capacity 44.736 Mbps Primary Premises Channel Terminations and Special Access High Capacity 44.736 Mbps High Capacity Secondary Premises Channel Terminations in this tariff and in Tariff F.C.C. No. 11; and/or (x)

(b) Special Access DS3 Special Access Lines in Tariffs F.C.C. Nos. 14 and 16. (x) (N) (x)

(x) Issued under authority of Special Permission No. 05-025 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(B) Eligibility (Cont'd)

(3) Within eight (8) months of the effective date of Option 29 (**ramp up period**), a customer subscribing to this Option 29 must have ordered a minimum of two hundred fifty (250) new Special Access multiplexed DS3s (**minimum commitment**) anywhere within the operating territories of this tariff and of the Telephone Company's Tariff F.C.C. No. 11, Tariff F.C.C. No. 14, and Tariff F.C.C. No. 16 in order to continue to receive the Option 29 discount under this tariff on Special Access multiplexed High Capacity 44.736 Mbps Services (as specified in (E) following) and new SONET (as specified in (E) following). The Serving Area is specified in (D)(1) following. The minimum commitment is subject to (a) through (d) following.

(a) The following service arrangements will count as new Special Access multiplexed DS3s (**new SpA muxed DS3s**) for the purpose of determining if the customer has met the minimum commitment, provided that such new SpA muxed DS3 service arrangements are ordered on or after March 18, 2005 and prior to the end of the ramp up period:

(1) new SpA muxed DS3 that terminates on a DS3 Termination as defined in (B)(2) preceding; and
(2) new SpA muxed DS3 that connects to a DS3 port of a Verizon Dedicated SONET Ring (**DSR**); and (T)
(3) new SpA muxed DS3 that terminates over an IntelliLight® Entrance Facility (**IEF**) with a Fractional OC48 interface; and
(4) new SpA muxed DS3 that connects to a DS3 Rider of a Custom Connect Service; and
(5) new SpA muxed DS3 that connects to a multiplexed IntelliLight® Broadband Transport Service (**IBT**).

(b) The count of new SpA muxed DS3s described in (a) preceding will not include the following:

(1) High Capacity multiplexed DS3 services that connect to a collocated arrangement; or
(2) NYNEX Enterprise DS3 Service as set forth in Section 7.2.13 of Tariff F.C.C. No. 11; or
(3) Facilities Management Service utilizing a DS3 interface as set forth in Section 7.2.13 preceding and Section 7.2.16 of Tariff F.C.C. No. 11; or
(4) DS3 facilities utilizing a DSR or DSR DS3 Transmux Port; or (T)
(5) any SpA muxed DS3 that is disconnected from its current location and installed as new at that same location for the purpose of subscribing that SpA muxed DS3 to this Option 29.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(B) Eligibility (Cont'd)

(3) (Cont'd)

(c) For new SpA muxed DS3s that are part of a Shared Use arrangement, the associated Special Access portion of the new SpA muxed DS3 will count as a single new SpA muxed DS3.

(d) Only those new SpA muxed DS3s that were ordered under a 3-year, 5-year, or 7-year term commitment and prior to the end of the ramp up period will be included in the count when determining whether the minimum commitment of new SpA muxed DS3s has been met.

(4) In order to receive the Option 29 discount on new SONET as defined below, the customer must meet the minimum commitment of new SpA muxed DS3 prior to the end of the ramp up period. There is no minimum commitment associated with the new SONET service. Unless a SONET service meets the requirement of an upgrade as set forth in 4(b) following, a new SONET service does not include SONET that was disconnected from its current location and installed as new at the same location for the purpose of subscribing that SONET to this Option 29. New SONET services eligible for the Option 29 discount include the following.

(a) New DSR and IBT that are ordered under this tariff in accordance with this Option 29 at any time beginning June 17, 2005 and ending June 16, 2006; and (T)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(B) Eligibility (Cont'd)

(4) (Cont'd)

(b) Upgrades of DSR to a new DSR with a greater Optical Carrier rate (e.g., OC12 to OC48) when ordered on or after June 17, 2005 and no later than June 16, 2006 (**upgrades**). Such upgrades are further subject to the requirements in either (1) or (2) following. (T)

(1) For upgrades in which the customer subscribes to both this Option 29 and Option 24 of this tariff, the upgrade is subject to the requirements set forth in this Option 29 and in Option 24 preceding.

(2) For all other upgrades, the upgrade is subject to (i) through (iv) following, (F)(1)(c) following, and Section 23.1 following. (T) (T)

(i) One (1) or two (2) existing DSRs (**the old DSR(s)**) must be upgraded with a single DSR (**the new DSR**), which new DSR must have a greater optical carrier rate than the combined optical carrier rate of the old DSR(s) being upgraded. (T) (T) (T)

(ii) The commitment period for the new DSR must have an expiration date that extends beyond the expiration date of the commitment period(s) associated with each of the old DSR(s). (T) (T)

(iii) The new DSR must have at least one (1) customer premises node and one (1) CO node in common with each of the old DSR(s). (T) (T)

(iv) When two (2) existing DSRs are upgraded to a single new DSR, the aggregate amount of all monthly charges for the nodes included in the new DSR commitment period must be at least twenty-five percent (25%) greater than the aggregate amount of the monthly charges for the nodes included in the remaining commitment period for the old DSR(s). (T) (T) (T) (T)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(B) Eligibility (Cont'd)

(4) (Cont'd)

(c) In order to receive the Option 29 discount on new SONET, the customer must accept service for new SONET on the original service date. If the customer does not accept new SONET on the original service date, the customer's acceptance of service on a later date will make that new SONET ineligible for the Option 29 discount, unless the later date is designated by the Telephone Company or another Exchange Telephone Company jointly providing service with the Telephone Company.

(5) Subscription to Other Contract Tariff Options of This Tariff

(a) A customer subscribing to new SpA muxed DS3 under this Option 29 may concurrently subscribe to Contract Tariff Option 22 as set forth in this Section 21.

(b) A customer subscribing to DSR under this Option 29 may concurrently subscribe to Contract Tariff Option 24 as set forth in this Section 21. (T)

(c) A customer subscribing to the services included in this Option 29 may concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services.

(d) Except as set forth in (a) through (c) above, the customer may not subscribe any new SpA muxed DS3 or new SONET rate element which receives the Option 29 discount to any other contract tariff, unless subscription of such new SpA muxed DS3 or new SONET rate element is explicitly allowed under that contact tariff option.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(C) Service Period

(1) Subject to the limitations in (C)(3) following, the service period for each new SpA muxed DS3 ordered under an individual circuit specific term plan in accordance with (B)(3) preceding is equal to the individual term commitment selected for such SpA muxed DS3 (**muxed DS3 service period**). Term plans for new SpA muxed DS3s are specified in (B)(3)(d) preceding.

(2) Subject to the limitations in (C)(3) following, the service period for each new SpA muxed DS3 ordered under a term plan that includes DS3 services and is managed on a non-circuit specific basis (e.g., CDP) is equal to the common expiration date for such DS3 term plan, or the time remaining in such existing DS3 term plan, as applicable. Available circuit specific term commitments for new SpA muxed DS3s are specified in (B)(3)(d) preceding.

(3) For new SpA muxed DS3 subscribed to this Option 29, and regardless of any term plan subscribed to by customer, the service period and corresponding discount in (F)(1)(a) following shall not extend beyond December 31, 2010.

(4) The service period for new SONET ordered under a term plan in accordance with this Option 29 is equal to the individual term plan selected for the specific new SONET involved and shall terminate coincident with expiration of the initial commitment period on such term plan (**SONET service period**). Term plans for such new SONET are specified in (F)(1)(a) following.

(D) Serving Area

(1) The serving area for new SpA muxed DS3s includes all of the Phase I and Phase II MSAs of this tariff and of the Telephone Company's Tariff F.C.C. Nos. 11 and 14. (C)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd) (N)

(D) Serving Area (Cont'd)

(2) The serving area for new SONET under Option 29 consists of the following MSAs.

(a) In the following MSAs, the Option 29 discount will be applied to all eligible rate elements set forth in (E)(1)(b) and (E)(1)(c) following in accordance with Section 14.7 preceding.

MSA Name	MSA Number
Allentown-Bethlehem-Easton PA	MSA #58
Altoona PA	MSA #225
Baltimore MD	MSA #14
Charleston WV	MSA #140
Hagerstown MD	MSA #257
Harrisburg-Lebanon-Carlisle PA	MSA #84
Huntington-Ashland WV-KY-OH	MSA #110
Lancaster PA	MSA #105
Lynchburg VA	MSA #203
New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Norfolk-Virginia Beach-Portsmoth VA/NC	MSA #43
Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Richmond VA	MSA #59
Roanoke VA	MSA #157
Sharon PA	MSA #238
Scranton-Wilkes Barre-Hazelton PA	MSA #56
State College PA	MSA #259
Vineland-Millville-Bridgeton NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport PA	MSA #251
Wilmington-Newark DE-MD	MSA #69

(b) In the following MSAs, the Option 29 discount will be applied to all eligible rate elements as set forth in (E)(1)(b) and (E)(1)(c) following, except for the portion of the communications path connecting the serving wire center to the associated end user location or the node at the end user location.

MSA Name	MSA Number
Atlantic-Cape May NJ	MSA #134
New Brunswick-Perth Amboy-Sayerville NJ	MSA #62
Wheeling WV-OH	MSA #17

(3) The Telephone Company MSAs listed in (D)(1) and (D)(2) preceding are in effect as of the effective date of this Option 29. Any additions or changes to the wire centers included in the MSAs listed in (D)(1) or (D)(2) preceding that occur after June 17, 2005 do not apply. (N)

21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(E) Services Eligible to Receive the Option 29 Discount

(1) The Option 29 discount specified in (F)(1) following will be applied to the following services and rate elements associated with new SpA muxed DS3 and new SONET that are provided within the MSAs as specified in (D)(2) preceding.

(a) New SpA Muxed DS3 that are ordered under a 3, 5 or 7 year term plan and by the end of the ramp up period set forth in (B)(3) preceding or after the ramp up period and prior to June 16, 2006:

(1) DS3 Primary Premises Channel Termination base rates; and
(2) DS3 Fixed and Per Mile Channel Mileage base rates; and
(3) DS3 to DS1 Central Office Multiplexing optional feature base rates.

(b) DSR Full and Partial Ring Configurations that are ordered under a 3, 5 or 7 year term plan on or after June 17, 2005 and no later than June 16, 2006. So long as either one of the following dates is within the period between June 17, 2005 and June 16, 2006, then such DSR shall be included in this Option 29 and receive the Option 29 discount: (i) the date that the customer provides the Telephone Company with its written or electronic authorization (order) to begin construction of the ring, or (ii) the date that the customer submits the Access Service Request (order) to commence billing. In either case, the Option 29 discount will not commence until the date that billing commences. (T) (T)

(1) OC3 Nodes that are not enhanced; and
(2) OC12, OC48 and OC192 enhanced nodes; and
(3) OC3, OC12, OC48 and OC192 Mileage (see Note); and
(4) Partial Ring High Speed (Pass-Through) Interfaces.

Note: Application of the Option 29 discount on Mileage rate elements is limited to those instances where individual DSR service has at least two (2) contiguous serving wire centers within an MSA identified in (D)(2)(b) preceding. (T)

(c) IBT Point-to-Point and Multiplexed Configurations that are ordered under a 3 or 5 year term plan on or after June 17, 2005 and no later than June 16, 2006.

(1) OC3, OC3c, STM1, OC12, OC12c, OC48, and OC48c Standard Channel Terminations; and
(2) OC3, OC3c, STM1, OC12, OC12c, OC48, and OC48c Ports (excludes all low speed ports associated with the multiplexing capability optional feature); and
(3) OC3, OC3c, STM1, OC12, OC12c, OC48, and OC48c Mileage; and
(4) Multiplexing Capability Optional Feature - OC3, OC12, and OC48 multiplexing nodes only.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd) (N)

(E) Services Eligible to Receive the Option 29 Discount (Cont'd)

(2) The percentage discounts set forth in (F)(1)(a) following will only be applied to the rate elements specified in (E)(1) preceding and only in those MSAs specified in (D) preceding that have achieved Phase I or Phase II pricing flexibility. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of Tariff F.C.C. No. 11, (x)
and Section 19.1 of Tariff F.C.C. No. 14. No discount will be (x)
applied to new SpA muxed DS3 or new SONET within the Telephone Company operating territories of Tariff F.C.C. No. 16. (x)

(F) Terms and Conditions

(1) Percentage Discounts

(a) The discounts under this Option 29 are percentage based and are applied for the duration of the Service Period to the applicable rate elements set forth in (E)(1) preceding which are ordered by the customer in accordance with the terms of this Option 29. The customer will receive the following discount that coincides with the term plan selected by the customer for the newly installed SpA muxed DS3 and newly installed or upgraded SONET, as applicable.

Term	Percentage Discount
3-year	20%
5-year	20%
7-year	10%

(b) The Telephone Company will first apply any discount associated with the applicable term plan (such as TPP or CDP) under which the service is ordered, and then apply the Option 29 discount to that already discounted rate. When the service involved is also under another contract tariff option for which minimum revenue, total revenue, or minimum quantities are measured on an aggregate basis, the Telephone Company will apply the Option 29 discount prior to applying any discount associated with such other contract tariff option. For example: assume that the monthly rate for SpA muxed DS3 is $1,500 and that the TPP discount is twenty percent (20%). Also assume that the applicable discount under this Option 29 is ten percent (10%). The Telephone Company will first apply the TPP discount to the monthly rate [$1,500 – ($1,500 x 20%) = $1,200.00] and then apply the Option 29 discount to that already reduced rate [$1,200 – ($1,200 – 10%) = 1,080]. (N)

(x) Issued under authority of Special Permission No. 05-025 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(F) Terms and Conditions (Cont'd)

(1) Percentage Discounts (Cont'd)

(c) Discounts associated with term plans for new SpA muxed DS3s are specified in the Term Pricing Plan (TPP) as set forth in Section 7.4.13 preceding and the CDP as set forth in Section 25 following.

(d) Discounts associated with term plans for new SONET are specified in the TPP set forth in Section 23.1 following for DSR and Section 8.2(C)(1) for IBT. (T)

(e) Percentage Discount Beginning and Ending Dates

(1) For new SpA muxed DS3 that is ordered during the ramp up period set forth in (B)(3) preceding or after the ramp up period and prior to June 16, 2006, the Option 29 discount begins with the date of installation and continues for the duration of the muxed DS3 service period in accordance with (C) preceding, subject to the limitations set forth in (F)(2) following.

(2) For new SpA muxed DS3 that was ordered between March 18, 2005 and June 17, 2005, the Option 29 discount begins with the date of installation or the date of subscription to Option 29 (whichever is the later date) and continues for the duration of the muxed DS3 service period in accordance with (C) preceding, subject to the limitations set forth in (F)(2) following.

(3) For new SONET IBT, the Option 29 discount begins with the date of installation and continues for the duration of the SONET service period of the customer's initial term plan selected in accordance with (C)(4) preceding, subject to the limitations set forth in (F)(2) following.

(4) For DSR, the Option 29 discount begins coincident with the date that billing commences under Section 5.2 preceding and continues for the duration of the SONET service period of the customer's initial term plan selected in accordance with (C)(3) preceding, subject to the limitations set forth in (F)(2) following. The Option 29 discount will not apply during any period of renewal of, or extension to, the initial term plan selected. (T)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Percentage Discounts (Cont'd)

(f) Shared Use as set forth in Section 5.2.8 preceding is allowed on new SpA muxed DS3s and new SONET under this Option 29. The percentage discount specified in (a) preceding will only be applied to the portion of the new SpA muxed DS3 or new SONET that is rated as Special Access.

(2) In the event that the customer has not satisfied the minimum commitment of new SpA muxed DS3s as required under (B)(3) preceding by the end of the ramp up period, the following applies:

(a) Shortfall charges (**ramp-up shortfall**) apply equal to fifty percent (50%) of the discount already applied under this Option 29 for the period of time that each new SpA muxed DS3 has received the Option 29 discount; and

(b) the Option 29 discount applicable to SpA muxed DS3 and new SONET under this Option 29 will cease at the end of the ramp up period; and

(c) the customer's subscription to Option 29 is terminated. (N)

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd)

(F) Terms and Conditions (Cont'd)

(3) Termination Liability and Minimum Periods

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in other sections of this tariff apply to new SpA muxed DS3 or new SONET subscribed to this Option 29.

(a) Termination Liability

(1) When calculating termination liability charges for SpA muxed DS3 as they may apply under other sections of this tariff, first apply the Option 29 discount to the monthly rates used in such calculation.

(2) When calculating any termination liability charge for new SONET as it may apply under other sections of this tariff, do not apply the Option 29 discount to the monthly rates used in such calculation.

(3) Termination liability will not apply when disconnecting or upgrading old DSR(s) under (B)(4)(b) preceding. (T)

(b) Minimum Periods

When calculating any minimum period charges for SpA muxed DS3 or new SONET as they may apply under other sections of this tariff, do not apply the Option 29 discount to the monthly rates used in such calculation.

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21. Contract Tariffs (Cont'd)

21.30 Contract Tariff Option 29 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(4) At expiration of the Service Period for new SpA muxed DS3 or new SONET, the customer has the following options.

(a) For SpA muxed DS3, the following options apply:

(1) disconnect service (in this case, the Option 29 discount will cease upon disconnection of the service); or

(2) continue with the service on a month-to-month basis, during which time the Option 29 discount will continue to be applied as set forth herein through December 31, 2010; or

(3) renew or extend the expired term plan under the terms and conditions specified for the term plan involved, during which time the Option 29 discount will continue to be applied as set forth herein through December 31, 2010; or

(4) select any then effective Contract Tariff Option applicable to new SpA muxed DS3 for which the customer is eligible. In this case, the Option 29 discount will cease upon subscription to such Contract Tariff Option.

(b) For SONET service, the following options apply:

(1) disconnect service (in this case, the Option 29 discount will cease upon disconnection of the service); or

(2) renew or extend the expired term plan under the terms and conditions specified for that term plan during which period of renewal or extension the Option 29 discount will not apply; or

(3) select any then effective term plan or contract tariff option applicable to the new SONET involved and for which the customer is eligible to subscribe. In this case, the Option 29 discount will cease upon subscription to such other term plan or contract tariff option.

(4) Regardless of the option selected, the Option 29 discount will cease upon expiration of the initial term plan for the new SONET or in accordance with (1) through (3) preceding, whichever occurs first. (N)

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30

(A) Scope

(1) Contract Tariff Option 30 (Option 30) provides a discount to the monthly rates applicable to Special Access Verizon Dedicated SONET Ring Service (**DSR**)in a full ring configuration that is subscribed to this Option 30 as: (T) (T)

(a) a new installation of DSR with an optical carrier rate of OC48 or OC192; or (T)

(b) an upgrade of an existing OC48 DSR to a new OC192; or (T)

(c) a conversion in subscription from OC48 or OC192 DSR that is subscribed to Contract Tariff Option 26, 27 or 29 to an OC48 or OC192 DSR that is subscribed to this Option 32. (T) (T)

(2) The terms and conditions, regulations and rates provided in this Section 21.31 apply to customers who subscribe to OC48 or OC192 DSR Service as offered herein. (T)

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 30.

(1) A customer must subscribe to Option 30 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on August 10, 2005 and ends on December 31, 2005 (**Subscription Period**).

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, any change to a later date will make the service ineligible for the discount, unless the change is initiated by the Telephone Company.

(3) A customer must subscribe to Option 30 for the service period set forth in (D) following.

(4) Each OC48 or OC192 subscribed to this Option 30 must be configured with between eight (8) and twenty-two (22) enhanced nodes that are located at customer designated premises or Telephone Company wire centers, and the ring mileage must be greater than 40 miles. A new OC48 or OC192 DSR under (A)(1)(a) preceding cannot be a DSR Service that was disconnected from another contract tariff option or discount plan in order to subscribe that DSR to this Option 30. (T) (T)

(5) All nodes for the OC48 or OC192 DSR must be located within the Serving Area as set forth in (C) following. (T)

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(C) Serving Area

(1) The serving area of Option 30 is comprised of the New York wire centers that are within the New York Metropolitan Statistical Area (**MSA #1**) and the New Jersey wire centers that are within the New York and New Jersey Corridor portion of MSA #1. At least seventy-five (75) percent of the total number of nodes on the OC48 or OC192 DSR, as applicable, must be served by wire centers that are within the New York and New Jersey Corridor portion of MSA #1. For example, a twelve (12) node OC48 DSR must have at least eight (8) nodes that are served by the wire centers specified in (3) following and any remaining nodes must be served by other New York wire centers of MSA #1. (T) (T)

(2) Wire centers for Phase II MSAs are listed in Section 14.7 preceding, as the same may be amended from time to time.

(3) The following Telephone Company wire centers of MSA #1 comprise the geographic area of the New York and New Jersey Corridor:

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd) (N)

(C) Serving Area (Cont'd)

(3) The following Telephone Company wire centers of MSA #1 comprise the geographic area of the New York and New Jersey Corridor: (Cont'd)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(4) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff) that occur during the Service Period of this Option 30 will apply. (N)

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(D) Service Period

(1) The service period for OC48 or OC192 DSR nodes and mileage ordered as new under (A)(1)(a) preceding, ordered as an upgrade under (A)(1)(b) preceding, or converted from Contract Tariff Option 26, 27 or 29 under (A)(1)(c) preceding is sixty-three (63) months from the date that the DSR under this Option 30 is available for use by the customer or that the conversion from Contract Tariff Option 26, 27 or 29 is complete (**Service Period**) (T) (T)

(2) The Service Period for each port on the new OC48 DSR Service or on the new or upgraded OC192 DSR Service that is ordered with the initial installation of service shall commence with the installation of the port and end on the same date on which the Service Period for the nodes and mileage under (D)(1) preceding ends. (T) (T)

(3) The Service Period for each port added subsequent to the initial installation of service is subject to the terms and conditions set forth in Section 23.1 following, except that the commitment period for such port will be coterminous with the end of the Service Period for the nodes and mileage under (D)(1) preceding when such ports are added prior to the thirty-sixth (36th) month of the Service Period of this Option 30. Ports added after the 36th month of the Service Period of this Option 30 are subject to monthly terms as described in Section 23.1 following. (T) (T)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.31, the terms and conditions (e.g., additions of nodes) and application of rates and charges as set forth in Section 23.1 following apply to the OC48 or OC192 DSR Service that is subscribed to this Option 30. Additionally, the terms and conditions (e.g., additions of nodes) and application of rates and charges as set forth in Section 23.1 following apply to ports added subsequent to the initial installation of DSR under this Option 30, and to any service(s) connected to such OC48 or OC192 DSR. (T) (T) (T) (T)

(2) The OC48 or OC192 DSR Service subscribed to this Option 30 must be configured with a minimum requirements set forth in (B)(4) preceding. (T)

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(E) Terms and Conditions (Cont'd)

(3) Termination Liability

(a) In the event that service is discontinued prior to the end of the Service Period, termination liability applies in accordance with the regulations set forth in Section 23.1 following. Subject to the application of rates described in Section 14.7 preceding, any termination liability charge shall be calculated using the rates set forth in Section 23.1 following. (T)

(b) Termination liability under Contract Tariff Option 26, 27 or 29 preceding will not apply when converting subscription of OC48 or OC192 DSR under one of those contract tariff options to this Option 30. (T)

(4) Minimum Period

(a) In the event that OC48 or OC192 DSR under this Option 30 is discontinued prior to the end of the minimum period as set forth in Section 5.2.5 preceding, minimum period charges apply. When calculating the minimum period charge, the rates set forth in Section 23.1 following are used and apply in accordance with the application of rates set forth in Section 14.7 preceding. (T) (T)

(b) Minimum period charges under Contract Tariff Option 26, 27 or 29 preceding do not apply for conversion from such contract tariff option to this Option 30.

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(E) Terms and Conditions (Cont'd)

(5) Cancellation

Cancellation charges apply if the customer cancels the order, or part of the order, for new or upgraded DSR under this Option 30 prior to the service date, unless the order or part of the order is cancelled due to the Telephone Company failure to provide service on the service date. Cancellation charges apply in accordance with Section 5.2.3(B)(4) preceding. When calculating the cancellation charge, the rates set forth in Section 23.1 following are used and apply in accordance with the application of rates set forth in Section 14.7 preceding. (T) (T)

(6) Expiration of the Service Period

Upon completion of the Service Period for this Option 30, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service at the 5-year rates and charges set forth in Section 23.1 following which apply in accordance with Section 14.7 preceding. (T)

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the OC48 DSR Service or OC192 DSR Service will continue in accordance with (c) preceding. (T) (T)

(7) Except as set forth in this Option 30, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the OC48 DSR Service or OC192 DSR Service included in this Option 30. (T)

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(F) Rates and Charges (N)(x)

The following rates and charges apply to the nodes, mileage, and ports that are installed coincident with the initial installation of service and associated with services under this Option 30. The rates and charges for all other rate elements associated with the services included in this Option 30, including those rate elements associated with services that connect to such OC48 DSR Service or OC192 DSR Service, are set forth in other sections of this tariff.

Rate Element	USOC	Monthly Rate	Nonrecurring Charge
OC48 Enhanced Node, per enhanced node	-----	$3,222.80	None
OC192 Enhanced Node, per enhanced node	-----	6,440.00	None
Mileage,			
OC48 per mile between nodes	-----	447.30	None
OC192 per mile between nodes	-----	895.30	None
Ports, per port			
DS1	-----	22.40	None
DS3	-----	92.00	None
GigE1	-----	184.00	None
GigE3	-----	276.00	None (N)(x)

(x) Reissues Contract Tariff Option 30 material originally filed on Original Page 21-256 under Transmittal No. 604 for effect August 10, 2005. Original Page 21-256 was inadvertently re-filed with Contract Tariff Option 31 material under Transmittal No. 617 for effect September 28, 2005.

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21. Contract Tariffs (Cont'd)

21.31 Contract Tariff Option 30 (Cont'd)

(F) Rates and Charges

The following rates and charges apply to the nodes, mileage, and ports that are installed coincident with the initial installation of service and associated with services under this Option 30. The rates and charges for all other rate elements associated with the services included in this Option 30, including those rate elements associated with services that connect to such OC48 DSR Service or OC192 DSR Service, are set forth in other sections of this tariff. (T)

Rate Element	USOC	Monthly Rate	Nonrecurring Charge
OC48 Enhanced Node, per enhanced node	-----	$3,222.80	None
OC192 Enhanced Node, per enhanced node	-----	6,440.00	None
Mileage,			
OC48 per mile between nodes	-----	447.30	None
OC192 per mile between nodes	-----	895.30	None
Ports, per port			
DS1	-----	22.40	None
DS3	-----	92.00	None
GigE1	-----	184.00	None
GigE3	-----	276.00	None

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21. Contract Tariffs (Cont'd)

21.32 Contract Tariff Option 31

(A) Scope

(1) Contract Tariff Option 31 (Option 31) is offered to customers who already subscribe to Special Access Optical Carrier 12 Verizon Dedicated SONET Ring (**existing OC12 DSR**) under a commitment period that expired prior to September 28, 2005, and reuses the nodes from such OC12 DSR to establish a new Special Access Optical Carrier 12 DSR (**new OC12 DSR**) that is subscribed to this Option 31 in accordance with (B) through (F) following. (T) (T) (T) (T)

(2) The terms and conditions, regulations, and rates provided in this Section 21.31 apply to customers who order OC12 DSR as offered herein. (T)

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 31.

(1) The customer must already subscribe to existing OC12 DSR that utilizes nodes that are not enhanced. (T)

(2) The commitment period for the existing OC12 DSR must have expired prior to September 28, 2005. (T)

(3) The customer must subscribe to a new OC12 DSR in a full ring configuration under this Option 31 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on September 28, 2005 and ends on December 31, 2005 (**Subscription Period**). (T)

(4) The customer must subscribe to this Option 31 for the service period set forth in (D) following.

(5) Except as otherwise allowed under (B)(6) following, each node of the new OC12 DSR must be a node that was reused from the existing OC12 DSR. When configuring the new OC12 DSR, the reused nodes must be located at the same customer designated premises and Telephone Company wire centers as they were located under the existing OC12 DSR configuration. (T) (T) (T)

(6) In addition to the reused nodes described in (B)(5) preceding, the customer must install one or two nodes at a customer designated premises or Telephone Company wire center that was not part of the configuration for the old OC12 DSR. However, such different customer designated premise or Telephone Company wire center must be within the Serving Area of this Option 31. (T)

(x) Original Page 21-256.1 inadvertently filed as Original Page 21-256 under Transmittal No. 617 on September 13, 2005

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21. Contract Tariffs (Cont'd)

21.32 Contract Tariff Option 31 (Cont'd)

(C) Serving Area

(1) The serving area of Option 31 is comprised of the Phase II, Level 2 wire centers of the Metropolitan Statistical Area (**MSAs**) specified in Section 14.7 preceding of this tariff.

(2) Wire centers for the Phase II, Level 2 MSAs are listed in Section 14.7 preceding, as the same may be amended from time to time.

(3) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff) that occur after September 28, 2005 do not apply.

(D) Service Period

The service period for this Option 31 is one (1) year and commences with the date that the new OC12 DSR is available for use by the customer. (T)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.31, the terms and conditions and application of rates and charges as set forth in Section 23.1 following apply to the new OC12 DSR and to any service connected to such new OC12 DSR. (T) (T) (T)

(2) Each OC12 node must be located at a customer designated premises or a Telephone Company wire center that is within the Serving Area of this Option 31.

(3) The rate elements to be included in the 1-year service period of this Option 31 include only the nodes and mileage around the circumference of the new OC12 DSR. All ports on the new OC12 DSR must be ordered on monthly terms in accordance with Section 23.1 following. (T) (T) (T)

(4) When a node is installed in accordance with (B)(6) preceding, a Subsequent Installation Nonrecurring Charge as specified in Section 23.1 following applies. Such nonrecurring charge is set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (T) (T)

(5) The new OC12 DSR may be configured with OC3 nodes that subtend the OC12 nodes or with an OC3 ring-on-ring configuration. In either case, the OC3 nodes are subject to the rates and charges set forth in (F) following. (T)

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21. Contract Tariffs (Cont'd)

21.32 Contract Tariff Option 31 (Cont'd)

(E) Terms and Conditions (Cont'd)

(6) Minimum Period

(a) The minimum period for the new OC12 DSR under this Option 31 is one year. In the event that the new OC12 DSR is discontinued prior to the end of the minimum period, the minimum period obligation for this Option 31 are satisfied through the application of a termination liability charge as determined in (E)(8) following. However, the customer remains responsible for satisfying any outstanding minimum period obligations on other rate elements purchased under Section 23.1 following and to any other services connected to the new OC12 DSR as purchased under other sections of this tariff. (T)

(b) When calculating any minimum period charges or cancellation charges as they apply under other sections of this tariff, the rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) are used in lieu of the rates set forth in (F) following. (T)

(7) Except as set forth in this Option 31, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the new OC12 DSR of this Option 31. (T)

(8) Termination Liability

(a) If the new OC12 DSR under this Option 31 is discontinued prior to the end of the Service Period specified in (D) preceding, termination liability applies. Termination liability is calculated at one hundred percent (100%) of the monthly recurring charges for the node rate elements for the balance of the Service Period. (T)

(b) When applicable, the termination liability charge under this Option 31 is calculated using the rates set forth in (F) following.

(c) The customer remains responsible for satisfying any termination liability as it may apply to other rate elements purchased under Section 23.1 following and to any other services connected to the new OC12 DSR as purchased under other sections of this tariff. Such termination liability is calculated using the rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (T)

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21. Contract Tariffs (Cont'd)

21.32 Contract Tariff Option 31 (Cont'd)

(E) Terms and Conditions (Cont'd)

(9) Expiration of Service Period

Upon completion of the Service Period for this Option 31, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service on a month-to-month basis at the rates for the 5-year term plan set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (T) (T)

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the new OC48 DSR will continue in accordance with (c) preceding. (T)

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21. Contract Tariffs (Cont'd)

21.32 Contract Tariff Option 31 (Cont'd)

(F) Rates and Charges

(1) The following rates and charges apply to the node and mileage rate elements of this Option 31. The rates and charges for all other rate elements associated with the new OC12 DSR, including those rate elements associated with services that connect to such new OC12 DSR, are set forth in other sections of this tariff (T) (T)

(a) Monthly Rates

Rate Element	USOC	Monthly Rate
OC12 Node, per node	-----	$2,238.00
OC3 Node, per node	-----	1,290.00
Mileage, OC12 per mile between OC12 nodes	-----	359.00

(b) Nonrecurring Charges

	Nonrecurring Charge
OC12 or OC3 Node, per node reused	None
OC12 or OC3 Node, per node installed at or moved to a new location	See Section 23.1 following (T)

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (S)(x)

(A) Scope

(1) Contract Tariff Option 32 (Option 32) provides discounted monthly rates to customers who convert an existing Special Access Verizon Dedicated SONET Ring as defined in (2) following (**existing DSR**) to a new Special Access IntelliLight® Verizon Dedicated SONET Ring (**new DSR**) in accordance with the requirements set forth in (B) through (F) following. (S)(x) (T)(y) (T)(y) (T)(y) (T)(y) (S)(x)

(2) An existing DSR at Optical Carrier 12 (OC12), 48 (OC48) or 192 (OC192) under Section 23.1 following that utilizes nodes that are not enhanced and has been in-service under its current term plan for at least the duration specified in (B)(7) following may convert to this Option 32 when the requirements and eligibility set forth herein are met. (T)(y) (T)(y) (S)(x)

(3) The terms and conditions, regulations and rates provided in this Section 21.33 apply to customers who convert to a new DSR as offered herein. (S)(x) (T)(y) (S)(x)

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 32.

(1) A customer must subscribe to Option 32 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on November 4, 2005 and ends on December 30, 2005 (**Subscription Period**).

(2) A customer must subscribe to Option 32 for the service period set forth in (D) following. (S)(x)

(3) A customer must convert, in accordance with this Option 32, an existing DSR under Section 23.1 following to a new DSR under this Option 32. The existing DSR under Section 23.1 following must be configured with nodes that are not enhanced and the new DSR must be equipped with nodes that are enhanced. Enhanced nodes for DSR are described in Section 23.1 following. (T)(y) (T)(y)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission

(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(B) Eligibility (Cont'd) (S)(x)

(4) Except as allowed under (B)(7) following, the new DSR can not be an existing DSR that was disconnected from another contract tariff option or discount plan in order to subscribe that DSR to this Option 32. (T)(y) (T)(y) (T)(y) (S)(x)

(5) A customer may not concurrently subscribe the new DSR to any other contract tariff option in this Section 21 during its subscription to this Option 32. (T)(y) (S)(x) (S)(x)

(6) The new DSR must be the same optical carrier rate as the existing DSR. For example, an existing OC12 DSR can only be converted to a new OC12 DSR under this Option 32. (T)(y)

(7) The new DSR must be configured with at least the same number of nodes as the existing DSR.

(a) If the new DSR is configured with more nodes than the existing DSR, the existing DSR must have been in-service under its current term plan for at least twenty-four (24) months as of December 30, 2005, regardless of the number of months in the existing DSR term plan. (T)(y) (S)(x) (T)(y)

(b) If the new DSR is configured with the same number of nodes as the existing DSR, the existing DSR must have been in-service under it current term plan as of December 30, 2005 as follows: (T)(y) (S)(x)

Existing Term Plan	Minimum Number of Months In-Service
3-Year	24 Months
5-Year	36 Months
7-Year	48 Months (S)(x)

(8) At least one of the premises enhanced nodes on the new DSR must be located at the same customer designated premises as a premises node on the existing DSR, and at least one of the central office enhanced nodes on the new DSR must be located at the same central office as a central office node on the existing DSR. All nodes on the new DSR must be located within the Serving Area of this Option 32. (T)(y) (S)(x) (T)(y) (T)(y) (T)(y) (S)(x)

(9) The new DSR must include at least two (2) ports capable of transmitting Ethernet signals. (T)(y) (S)(x)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission

(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(C) Serving Area

(1) The serving area of Option 32 is comprised of the Phase I and Phase II Metropolitan Statistical Areas (MSAs) of this tariff. Phase II MSAs are listed in Section 14.7 preceding.

(2) Wire centers for the Phase II MSAs are listed in Section 14.7 preceding, as the same may be amended from time to time.

(3) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff) that occur during the Service Period of this Option 32 will apply.

(D) Service Period (S)(x)

(1) The service period for the enhanced nodes and mileage of the new DSR (T)(y)
ordered under this Option 32 is thirty-eight (38) months for a 3- (S)(x)
year term plan, sixty-two (62) months for a 5-year term plan, or
eighty-six (86) months for a 7-year term plan. The selected 38
month, 62 month or 86 month service period is that period of time
during which the rates set forth in (F) following apply and during
which the customer is subject to termination liability for early
discontinuance of service under this Option 32. The selected
service period applies in lieu of the commitment period for the term (S)(x)
plan specified in Section 23.1 following for the 3-year term plan, (T)(y)
the 5-year term plan or the 7-year term plan, respectively. The (S)(x)
number of months of the service period under this Option 32 includes
two (2) months during which transitional billing credit as described
in (E)(6) following applies. The service period commences with the (S)(x)
date that the new DSR is available for use by the customer and ends (T)(y)
38 months, 62 months or 86 months later based on the term plan (S)(x)
selected (**Service Period**). (S)(x)

(2) The term plan for each port or optional feature on the new DSR (T)(y)
Service that is ordered with the initial installation of service (S)(x)
shall commence with the installation of the port or optional feature
and end on the same date on which the Service Period for the
enhanced nodes and mileage under (D)(1) preceding ends. Except as (S)(x)
set forth in this (D)(2), ports and optional features for DSR are (T)(y)
offered under terms and conditions and rates set forth in Section (S)(x)
23.1 following. (T)(y)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission

(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(D) Service Period (Cont'd)

(3) The term plan for each port or optional feature added subsequent to the initial installation of service is subject to the terms and (S)(x)
conditions set forth in Section 23.1 following, except that the (T)(y)
service period selected in (D)(1) preceding shall apply in lieu of (S)(x)
the commitment period for the term plan specified in Section 23.1 (T)(y)
following. The expiration date of the service period for such port (T)(y)
or optional feature will be coterminous with the expiration date of (S)(x)
the Service Period for the enhanced nodes and mileage under (D)(1)
preceding when such ports or optional features are added prior to
completion of the twenty-first (21st) month of the Service Period for
a 3-Year term, the thirty-sixth (36th) month of the Service Period
for a 5-Year term, or the fiftieth (50th) month of the Service Period
for a 7-Year term. Ports or optional features added after the
aforementioned periods are subject to month-to-month billing terms (S)(x)
as described in Section 23.1 following. (T)(y)

(E) Terms and Conditions (S)(x)

(1) Except as set forth in this Section 21.33, the terms and conditions
(e.g., additions of nodes) and application of rates and charges as (S)(x)
set forth in Section 23.1 following apply to the new DSR and to any (T)(y)
service(s) connected to such new DSR. (T)(y)

(2) The rates and charges set forth in (F) following for the node and (S)(x)
mileage rate elements apply for nodes and mileage that are ordered
during the subscription period specified in (B)(1) preceding. Nodes
and mileage added after the end of the subscription period are (S)(x)
subject to the rates and charges set forth in Section 23.1 following (T)(y)
(as determined in accordance with Section 14.7 preceding). (S)(x)

(3) A new term plan and corresponding service period shall commence on (S)(x)
the date that the new DSR is available for use by the customer. (T)(y)
The customer may select any term plan offered, provided that the (S)(x)
corresponding Service Period is equal to, or longer than, the number (S)(x)
of months remaining in the term plan of the existing DSR. For (T)(y)
example, if the existing DSR term plan is 7-Years and there are 48 (T)(y)
months remaining to the end of that term plan, the customer may only (S)(x)
select a 5-Year or a 7-Year term plan under this Option 32 for the (S)(x)
new DSR. Additionally, no time-in-service credit will be applied (T)(y)
for the period of time that the existing DSR was in-service under (T)(y)
its current term plan. (S)(x)

(4) Except as set forth in this Option 32, all other rates and charges
and terms and conditions set forth in other sections of this tariff
apply for any other rate element or work activity that may be (S)(x)
associated with the new DSR included in this Option 32. (T)(y)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission
(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(E) Terms and Conditions (Cont'd) (S)(x)

(5) The conversion from the existing DSR to the new DSR is complete when all circuits on the existing DSR are disconnected from the existing DSR and are installed and operational on the new DSR, and the existing DSR is disconnected. (T)(y)

(6) Transitional Billing Credit (S)(x)

(a) Upon completion of the conversion and regardless of the time taken to complete the conversion, the customer will receive two (2) months of transitional billing credit for a conversion to new DSR under this Option 32. (S)(x) (T)(y) (S)(x)

(b) Transitional billing credit is applied at fifty percent (50%) of the monthly recurring charges for 2 months for the node and mileage rate elements on the existing DSR, as applicable, and 50% of the monthly recurring charges for 2 months for the enhanced node and mileage rate elements on the new DSR. (S)(x) (S)(x) (T)(y) (S)(x) (T)(y)

(7) Termination Liability (S)(x)

(a) Termination liability does not apply to discontinuance of the existing DSR when the terms and conditions set forth in this Option 32 are met. (S)(x) (T)(y) (S)(x)

(b) Termination liability does apply if the new DSR under this Option 32 is discontinued prior to the end of the Service Period. Termination liability is subject to the terms and conditions set forth in Section 23.1 following. (T)(y) (S)(x) (S)(x) (T)(y)

(c) When calculating any termination liability charge under this Option 32, the 3-year, 5-year or 7-year term plan rates set forth in Section 7.5.19 preceding (as determined in accordance with Section 14.7 preceding) are used. These rates apply in lieu of the 38 month, 62 month or 86 month service period rates set forth in (F) following. (S)(x)

(8) When calculating any minimum period charges or cancellation charges as they apply under other sections of this tariff, the 3-year, 5-year or 7-year term plan rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) are used. These rates apply in lieu of the 38 month, 62 month or 86 month service period rates set forth in (F) following. (S)(x) (T)(y) (S)(x) (S)(x) (S)(x)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission

(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(E) Terms and Conditions (Cont'd)

(9) Expiration of Service Period

Upon completion of the Service Period for this Option 32, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service on a monthly basis at the applicable 3-Year, 5-Year or 7-Year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (S)(x) (T)(y) (S)(x)

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the new DSR will continue in accordance with (c) preceding. (S)(x) (T)(y) (S)(x)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission

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21. Contract Tariffs (Cont'd)

21.33 Contract Tariff Option 32 (Cont'd) (S)(x)

(F) Rates and Charges

The following rates and charges apply to the enhanced nodes and mileage of the new DSR when ordered at anytime up to the end of the subscription period. The rates and charges for nodes and mileage ordered after the end of the subscription period, and for all other rate elements associated with the new DSR (e.g., ports, CSM optional feature), including those rate elements associated with services that connect to such new DSR, are set forth in other sections of this tariff. (S)(x) (T)(y) (S)(x) (S)(x) (T)(y) (S)(x) (T)(y) (S)(x)

Rate Element	USOC	Monthly Rate	Nonrecurring Charge	
OC12 Enhanced Node, per enhanced node				
38 Month Service Period	-----	$ 4,860.00	None	
62 Month Service Period	-----	2,430.00	None	
86 Month Service Period	-----	2,308.50	None	
OC48 Enhanced Node, per enhanced node				
38 Month Service Period	-----	$10,658.00	None	
62 Month Service Period	-----	4,143.60	None	
86 Month Service Period	-----	3,935.85	None	
OC192 Enhanced Node, per enhanced node				
38 Month Service Period	-----	$16,560.00	None	
62 Month Service Period	-----	8,280.00	None	
86 Month Service Period	-----	7,866.00	None	
OC12 Mileage, per mile				
38 Month Service Period	-----	$ 671.00	None	
62 Month Service Period	-----	323.10	None	
86 Month Service Period	-----	323.95	None	
OC48 Mileage, per mile				
38 Month Service Period	-----	$ 1,279.00	None	
62 Month Service Period	-----	575.10	None	
86 Month Service Period	-----	576.65	None	
OC192 Mileage, per mile				
38 Month Service Period	-----	$ 2,559.00	None	
62 Month Service Period	-----	1,151.10	None	
86 Month Service Period	-----	1,154.25	None	(S)(x)

(y) Issued under authority of Special Permission No. 05-056 of the Federal Communications Commission
(x) Reissued material filed under Transmittal No. 633 and effective November 4, 2005

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (N)

(A) Scope

(1) Contract Tariff Option 33 (**Option 33**) provides discounted monthly rates for Special Access IntelliLight® Broadband Transport Service (**IBT**) and Special Access multiplexed IntelliLight® Broadband Transport Service (**multiplexed IBT**) which are ordered in accordance with the requirements set forth in this Option 33. IBT that are eligible for subscription to this Option 33 are specified in (A)(2) following.

(2) The following IBT are eligible for subscription to this Option 33 when the conditions set forth herein are met.

(a) Customer orders a new IBT (point-to-point or multiplexed) during the subscription period set forth in (B)(1) following (**new IBT**). Except as allowed under (B)(4)(b) following, a new IBT can not be a point-to-point IBT or a multiplexed IBT of the same or greater capacity that was disconnected from another contract tariff option or discount plan in order to include that service in this Option 33; or

(b) Customer upgrades an existing point-to-point or multiplexed IBT to a point-to-point or multiplexed IBT of a greater capacity (e.g., an upgrade of an OC3 IBT to an OC12 IBT) (**upgrade of IBT**). Upgrades are subject to the requirements set forth in (B)(3) following; or

(c) Customer renews the term plan of an existing point-to-point IBT or an existing multiplexed IBT, in each case, where the term plan is scheduled to expire prior to December 31, 2006 (**renewal of IBT**). The customer must order such renewal during the subscription period set forth in (B)(1) following and the new term plan must be of equal or greater duration than the expiring term plan. With the exception of renewal of the IBT term plan, no other changes may be made to the IBT service (e.g., a change from a 2-fiber interface to a 4-fiber interface).

(3) The terms and conditions, regulations, and rates provided in this Section 21.34 apply to customers who order a new IBT, an upgrade of IBT, or a renewal of IBT as offered herein. (N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 33.

(1) A customer must subscribe to Option 33 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on December 27, 2005 and ends on December 31, 2006 (**Subscription Period**).

(2) A customer must be ordering a new IBT, an upgrade of IBT, or a renewal of IBT as defined in (A)(2) preceding and in accordance with this Option 33.

(3) For an upgrade of IBT, the replacing point-to-point IBT or multiplexed IBT:

(a) must be a greater capacity than the IBT being replaced (e.g., replacing an OC12 IBT with an OC48 IBT); and
(b) must have a Service Period that is greater in duration than the time remaining in the commitment period currently in effect for the replaced IBT. For example, a point-to-point IBT under a 5-year term plan with 40 months remaining in the commitment period can only upgrade to IBT with a 5-year Service Period; and
(c) must have at least one location that was part of the service configuration of the replaced IBT.

(4) A customer may not subscribe IBT under this Option 33 to any other contract tariff option set forth in this Section 21 except as follows:

(a) A customer who subscribes to IBT under this Option 33 may concurrently subscribe that IBT to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services, unless specifically prohibited by such Tariff arrangement, contract tariff option, special service arrangement, or ICB.

(b) A customer who subscribes its IBT to Option 29 preceding may either continue with its subscription to Option 29 for IBT services or may subscribe a new IBT, an upgrade of an IBT, or a renewal of IBT to this Option 33 if such services are ordered, upgraded, or renewed during the Subscription Period set forth in (B)(1) preceding. In no case can the same IBT be subscribed to both Option 29 and to this Option 33, and in no case will the Option 29 discount and the Option 33 discount be applied to the same IBT. Any IBT purchased prior to the December 27, 2005 under Option 29 preceding shall not be eligible to be subscribed to this Option 33, unless such IBT is renewed or upgraded in accordance with the terms of this Option 33. (N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 33 is comprised of the Phase I and Phase II Metropolitan Statistical Areas (**MSAs**) of this tariff. Phase II MSAs are listed in Section 14.7 preceding.

(2) Wire centers for the Phase II MSAs are listed in Section 14.7 preceding, as the same may be amended from time to time.

(3) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of this Option 33 will apply beginning on the effective date of such change and continuing through the end of the Service Period. When such change results in an increase or decrease to the rates applicable to the IBT under this Option 33, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change.

(D) Service Period

(1) The **Service Period** for a new IBT, an upgrade of IBT, or a renewal of IBT under this Option 33 is that period of time during which the customer is subscribed to this Option 33. Customer must select a term period for its IBT or multiplexed IBT service from those offered under Section 8.2(C)(1) preceding. The term periods under Section 8.2(C)(1) preceding for IBT are month-to-month, 3-year, or 5-year terms.

(a) The Service Period for a 3-year term plan or a 5-year term plan is three (3) years or five (5) years, respectively, and may be extended for one additional term in accordance with (E)(4) following.

(b) The Service Period for month-to-month billed IBT is a minimum of twelve (12) months. The customer may continue its subscription to this Option 33 until the IBT is disconnected or until the first bill period following December 31, 2016, whichever occurs first.

(2) The selected Service Period for a new IBT or an upgrade of IBT under this Option 33 commences with the date that billing for the new IBT or upgrade of IBT commences. The selected service period for a renewal of IBT under this Option 33 commences on the first day following the expiration date of the commitment period for the expiring term plan. For example, the Service Period for an IBT that is due to expire May 27, 2006 and is renewed in accordance with this Option 33 shall commence on May 28, 2006.

(3) During the Service Period, the rates set forth in (F) following shall apply and the customer is subject to termination liability under (E)(5) following for early discontinuance of service under this Option 33. (N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.34, the terms and conditions and application of rates and charges as set forth in Section 8.2 preceding apply to the new IBT, an upgrade of IBT, or a renewal of IBT.

(2) The rates for IBT subscribed to this Option 33 are set forth in (F) following and will be applied for the duration of the Service Period specified in (D) preceding. Only those IBTs that are ordered as new, as an upgrade of IBT, or as a renewal of IBT during the subscription period of this Option 33 will receive the rates set forth in (F) following. IBTs ordered at any time prior to, or after, the subscription period of this Option 33 are not eligible for the rates set forth in (F) following. Such IBTs are subject to the rates and charges set forth in Section 8.2(E) preceding (as determined in accordance with Section 14.7 preceding).

(3) Except as set forth in this Option 33, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the new IBT, the upgrade of IBT, or the renewal of IBT subscribed to this Option 33 and to any other service connected to such IBT.

(4) For customers who subscribe IBT to this Option 33 under a 3-year or 5-year Service Period as selected in (D)(1) preceding, the rates set forth in (F) following shall cease upon expiration of the initial Service Period unless the customer provides written notification to the Telephone Companyno later than 30 days prior to end of the initial term of its intention to extend the expiring Service Period. Extension of the Service Period is subject to the following:

(a) The customer may extend an expiring 3-year Service Period by one additional 3-year term or by one 5-year term.

(b) The customer may extend an expiring 5-year Service Period by one additional 5-year term.

(c) During the period of extension (**Extended Service Period**), the rates set forth in (F) following shall continue to apply until service is discontinued or the Extended Service Period expires, whichever occurs first. Only one such extension of the Service Period is allowed per IBT or multiplexed IBT service. (N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Termination Liability and Minimum Period Charges

(a) Termination Liability for 3-Year and 5-Year Service Periods

(1) Termination liability applies if a new IBT, an upgrade of IBT, or a renewal of IBT that is subscribed to this Option 33 under a 3-year or 5-year Service Period is discontinued prior to the end of the selected Service Period. Termination liability is subject to the terms and conditions set forth in Section 8.2(C)(11) preceding.

(2) When calculating any termination liability charge under this Option 33, the rates set forth in (F) following are not used. Such termination liability will be calculated using the applicable 3-year term plan rates or 5-year term plan rates set forth in Section 8.2(E) preceding (as determined in accordance with Section 14.7 preceding).

(b) Minimum Period Charges for Month-to-Month Service Periods

Minimum period charges apply to a new IBT, an upgrade of IBT, or a renewal of IBT when such IBT is subscribed to this Option 33 and is disconnected prior to the end of the first twelve (12) months of the Service Period. When calculating any minimum period charges under this Option 33, the rates set forth in (F) following are not used. Such minimum period charges will be calculated using the month-to-month rates set forth in Section 8.2(E) preceding (as determined in accordance with Section 14.7 preceding).

(6) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 33; however, only the Special Access portion of the new IBT, the upgrade of IBT or the renewal of IBT is eligible for the rates set forth in (F) following.

(7) Expiration of Service Period

Upon completion of the Service Period or Extended Service Period, as applicable, for this Option 33, the customer may discontinue service without termination liability. If the customer does not discontinue service, the service will continue at the selected term plan rates set forth in Section 8.2(E) preceding until such time as the customer either cancels service or subscribes to a new term plan or contract tariff option for which the customer is eligible. In all cases, the rates set forth in (F) following will cease upon expiration of the Service Period or Extended Service Period of this Option 33 or on the first bill date following December 31, 2016, whichever occurs first. (N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges

The following rates will be applied to a new IBT, an upgrade of IBT, or a renewal of IBT that is subscribed to this Option. Such rates will continue through the end of the Service Period or Extended Service Period, as applicable, selected by the customer. The rates and charges that apply to such IBT after the end of the Service Period or Extended Service Period, as applicable, and for any other rate not shown, whether for the IBT or for a service connected to such IBT, the rates and charges set forth in other sections of this tariff apply.

(1) Special Access Terminations, each

	Monthly Rates	Nonrecurring Charges
OC3/OC3c or STM1		
Basic – New York NY MSA		
Month-to-Month	$3,218.00	$1.00
3-Year	2,328.00	1.00
5-Year	2,240.00	1.00
Basic – All Other MSAs		
Month-to-Month	3,678.00	1.00
3-Year	2,660.00	1.00
5-Year	2,560.00	1.00
W/FPD – New York NY MSA		
Month-to-Month	3,605.00	1.00
3-Year	2,660.00	1.00
5-Year	2,590.00	1.00
W/FPD – All Other MSAs		
Month-to-Month	4,120.00	1.00
3-Year	3,040.00	1.00
5-Year	2,960.00	1.00
OC12/OC12c		
Basic – New York NY MSA		
Month-to-Month	$6,860.00	$2.00
3-Year	4,571.00	2.00
5-Year	3,150.00	2.00
Basic – All Other MSAs		
Month-to-Month	7,840.00	2.00
3-Year	5,224.00	2.00
5-Year	3,600.00	2.00
W/FPD – New York NY MSA		
Month-to-Month	7,350.00	2.00
3-Year	5,096.00	2.00
5-Year	3,465.00	2.00
W/FPD – All Other MSAs		
Month-to-Month	8,400.00	2.00
3-Year	5,824.00	2.00
5-Year	3,960.00	2.00

(N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(1) Special Access Terminations (Cont'd), each

	Monthly Rates	Nonrecurring Charges
OC48/OC48c		
Basic – New York NY MSA		
Month-to-Month	$ 7,700.00	$3.00
3-Year	5,250.00	3.00
5-Year	4,445.00	3.00
Basic – All Other MSAs		
Month-to-Month	8,800.00	3.00
3-Year	6,000.00	3.00
5-Year	5,080.00	3.00
W/FPD – New York NY MSA		
Month-to-Month	8,295.00	3.00
3-Year	5,807.00	3.00
5-Year	4,890.00	3.00
W/FPD – All Other MSAs		
Month-to-Month	9,480.00	3.00
3-Year	6,636.00	3.00
5-Year	5,588.00	3.00
OC192/OC192c		
Basic – New York NY MSA		
Month-to-Month	$17,600.00	$4.00
3-Year	11,200.00	4.00
5-Year	8,800.00	4.00
Basic – All Other MSAs		
Month-to-Month	19,800.00	4.00
3-Year	12,600.00	4.00
5-Year	9,900.00	4.00
W/FPD – New York NY MSA		
Month-to-Month	18,960.00	4.00
3-Year	13,520.00	4.00
5-Year	9,480.00	4.00
W/FPD – All Other MSAs		
Month-to-Month	21,330.00	4.00
3-Year	15,210.00	4.00
5-Year	10,665.00	4.00

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Special Access Ports*, per Termination

	Monthly Rates	Nonrecurring Charges
OC3		
2 Fiber – New York NY MSA		
Month-to-Month	$142.00	$1.00
3-Year	127.00	1.00
5-Year	96.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	170.00	1.00
3-Year	150.00	1.00
5-Year	112.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	263.00	1.00
3-Year	248.00	1.00
5-Year	180.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	315.00	1.00
3-Year	293.00	1.00
5-Year	210.00	1.00
OC3c or STM1		
2 Fiber – New York NY MSA		
Month-to-Month	$168.00	$1.00
3-Year	156.00	1.00
5-Year	108.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	202.00	1.00
3-Year	182.00	1.00
5-Year	126.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	315.00	1.00
3-Year	288.00	1.00
5-Year	192.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	378.00	1.00
3-Year	336.00	1.00
5-Year	224.00	1.00

(N)

* Excludes multiplexing option low speed ports. See (F)(4)(b) following for Option 33 rates applicable to low speed ports. (N) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Special Access Ports* (Cont'd), per Termination

	Monthly Rates	Nonrecurring Charges
OC12		
2 Fiber – New York NY MSA		
Month-to-Month	$315.00	$2.00
3-Year	276.00	2.00
5-Year	192.00	2.00
2 Fiber – All Other MSAs		
Month-to-Month	378.00	2.00
3-Year	322.00	2.00
5-Year	224.00	2.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	600.00	2.00
3-Year	540.00	2.00
5-Year	360.00	2.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	720.00	2.00
3-Year	630.00	2.00
5-Year	420.00	2.00
OC12c		
2 Fiber – New York NY MSA		
Month-to-Month	$365.00	$2.00
3-Year	288.00	2.00
5-Year	216.00	2.00
2 Fiber – All Other MSAs		
Month-to-Month	438.00	2.00
3-Year	336.00	2.00
5-Year	252.00	2.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	700.00	2.00
3-Year	558.00	2.00
5-Year	390.00	2.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	840.00	2.00
3-Year	651.00	2.00
5-Year	455.00	2.00

(N)

* Excludes multiplexing option low speed ports. See (F)(4)(b) following for Option 33 rates applicable to low speed ports. (N) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Special Access Ports* (Cont'd), per Termination

	Monthly Rates	Nonrecurring Charges
OC48		
2 Fiber – New York NY MSA		
Month-to-Month	$ 525.00	$3.00
3-Year	495.00	3.00
5-Year	360.00	3.00
2 Fiber – All Other MSAs		
Month-to-Month	630.00	3.00
3-Year	585.00	3.00
5-Year	420.00	3.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	1,050.00	3.00
3-Year	990.00	3.00
5-Year	720.00	3.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	1,260.00	3.00
3-Year	1,170.00	3.00
5-Year	840.00	3.00
OC48c		
2 Fiber – New York NY MSA		
Month-to-Month	$ 550.00	$3.00
3-Year	523.00	3.00
5-Year	390.00	3.00
2 Fiber – All Other MSAs		
Month-to-Month	660.00	3.00
3-Year	618.00	3.00
5-Year	455.00	3.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	1,100.00	3.00
3-Year	1,045.00	3.00
5-Year	600.00	3.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	1,320.00	3.00
3-Year	1,235.00	3.00
5-Year	600.00	3.00

(N)

* Excludes multiplexing option low speed ports. See (F)(4)(b) following for Option 33 rates applicable to low speed ports. (N) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Special Access Ports* (Cont'd), per Termination

	Monthly Rates	Nonrecurring Charges
OC192		
2 Fiber – New York NY MSA		
Month-to-Month	$2,000.00	$1.00
3-Year	1,680.00	1.00
5-Year	1,440.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	2,250.00	1.00
3-Year	1,890.00	1.00
5-Year	1,620.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	4,000.00	1.00
3-Year	3,360.00	1.00
5-Year	2,880.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	4,500.00	1.00
3-Year	3,780.00	1.00
5-Year	3,240.00	1.00
OC192c		
2 Fiber – New York NY MSA		
Month-to-Month	$2,160.00	$1.00
3-Year	1,840.00	1.00
5-Year	1,600.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	2,430.00	1.00
3-Year	2,070.00	1.00
5-Year	1,800.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	4,160.00	1.00
3-Year	3,520.00	1.00
5-Year	3,040.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	4,680.00	1.00
3-Year	3,960.00	1.00
5-Year	3,420.00	1.00

(N)

* Excludes multiplexing option low speed ports. See (F)(4)(b) following for Option 33 rates applicable to low speed ports. (N) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(3) Special Access IOF Mileage

	Monthly Rates Fixed	Per Mile
OC3/OC3c or STM1		
New York NY MSA		
Basic Month-to-Month	$1,313.00	$231.00
Basic 3-Year	1,271.00	194.00
Basic 5-Year	1,140.00	107.00
All other MSAs		
Basic Month-to-Month	1,575.00	277.00
Basic 3-Year	1,502.00	227.00
Basic 5-Year	1,330.00	125.00
New York NY MSA		
W/FPD Month-to-Month	1,313.00	243.00
W/FPD 3-Year	1,271.00	208.00
W/FPD 5-Year	1,140.00	119.00
All other MSAs		
W/FPD Month-to-Month	1,575.00	291.00
W/FPD 3-Year	1,502.00	242.00
W/FPD 5-Year	1,330.00	139.00
OC12/OC12c		
New York NY MSA		
Basic Month-to-Month	$3,000.00	$580.00
Basic 3-Year	2,750.00	540.00
Basic 5-Year	2,100.00	270.00
All other MSAs		
Month-to-Month	3,600.00	696.00
3-Year	3,500.00	630.00
5-Year	2,450.00	315.00
New York NY MSA		
W/FPD Month-to-Month	3,000.00	738.00
W/FPD 3-Year	2,750.00	696.00
W/FPD 5-Year	2,100.00	315.00
All other MSAs		
W/FPD Month-to-Month	3,600.00	885.00
W/FPD 3-Year	3,500.00	812.00
W/FPD 5-Year	2,450.00	368.00

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(3) Special Access IOF Mileage (Cont'd)

	Monthly Rates Fixed	Per Mile
OC48/OC48c		
New York NY MSA		
Basic Month-to-Month	$5,445.00	$1,475.00
Basic 3-Year	5,157.00	1,410.00
Basic 5-Year	3,780.00	813.00
All other MSAs		
Basic Month-to-Month	6,534.00	1,770.00
Basic 3-Year	6,017.00	1,645.00
Basic 5-Year	4,410.00	875.00
New York NY MSA		
W/FPD Month-to-Month	5,445.00	1,625.00
W/FPD 3-Year	5,157.00	1,560.00
W/FPD 5-Year	3,780.00	897.00
All other MSAs		
W/FPD Month-to-Month	6,534.00	1,950.00
W/FPD3-Year	6,017.00	1,820.00
W/FPD 5-Year	4,410.00	966.00
OC192/OC192c		
New York NY MSA		
Basic Month-to-Month	$12,720.00	$2,360.00
Basic 3-Year	10,400.00	1,880.00
Basic 5-Year	8,625.00	1,000.00
All other MSAs		
Basic Month-to-Month	14,310.00	2,655.00
Basic 3-Year	11,700.00	2,115.00
Basic 5-Year	10,350.00	1,125.00
New York NY MSA		
W/FPD Month-to-Month	12,720.00	2,600.00
W/FPD 3-Year	10,400.00	2,080.00
W/FPD 5-Year	8,625.00	1,104.00
All other MSAs		
W/FPD Month-to-Month	14,310.00	2,925.00
W/FPD 3-Year	11,700.00	2,340.00
W/FPD 5-Year	10,350.00	1,242.00

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(4) Special Access Multiplexing Capability

(a) Per Arrangement	Monthly Rates	Nonrecurring Charges
OC3 Multiplexer		
Month-to-Month New York MSA	$1,114.00	$1,599.00
3-Year New York MSA	1,055.00	1,599.00
5-Year New York MSA	774.00	1,599.00
Month-to-Month All Other MSAs	1,337.00	1,599.00
3-Year All Other MSAs	1,231.00	1,599.00
5-Year All Other MSAs	903.00	1,599.00
OC12 Multiplexer		
Month-to-Month New York MSA	1,972.00	1,599.00
3-Year New York MSA	1,855.00	1,599.00
5-Year New York MSA	1,343.00	1,599.00
Month-to-Month All Other MSAs	2,366.00	1,599.00
3-Year All Other MSAs	2,164.00	1,599.00
5-Year All Other MSAs	1,567.00	1,599.00
OC48 Multiplexer		
Month-to-Month New York MSA	5,329.00	1,599.00
3-Year New York MSA	4,579.00	1,599.00
5-Year New York MSA	2,762.00	1,599.00
Month-to-Month All Other MSAs	6,395.00	1,599.00
3-Year All Other MSAs	5,342.00	1,599.00
5-Year All Other MSAs	2,993.00	1,599.00

(N)

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21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(4) Special Access Multiplexing Capability (Cont'd)

	Monthly Rates	Nonrecurring Charges
(b) Low Speed Ports*, per port		
OC3		
2 Fiber – New York NY MSA		
Month-to-Month	$142.00	$1.00
3-Year	127.00	1.00
5-Year	96.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	170.00	1.00
3-Year	150.00	1.00
5-Year	112.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	263.00	1.00
3-Year	248.00	1.00
5-Year	180.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	315.00	1.00
3-Year	293.00	1.00
5-Year	210.00	1.00
OC3c or STM1		
2 Fiber – New York NY MSA		
Month-to-Month	$168.00	$1.00
3-Year	156.00	1.00
5-Year	108.00	1.00
2 Fiber – All Other MSAs		
Month-to-Month	202.00	1.00
3-Year	182.00	1.00
5-Year	126.00	1.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	315.00	1.00
3-Year	288.00	1.00
5-Year	192.00	1.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	378.00	1.00
3-Year	336.00	1.00
5-Year	224.00	1.00 (N)

* DS1, DS3 and STS1 low speed ports are not applicable for the Option 33 discount. (N) (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.34 Contract Tariff Option 33 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(4) Special Access Multiplexing Capability (Cont'd)

	Monthly Rates	Nonrecurring Charges
(b) Low Speed Ports* (Cont'd), per port		
OC12		
2 Fiber – New York NY MSA		
Month-to-Month	$315.00	$2.00
3-Year	276.00	2.00
5-Year	192.00	2.00
2 Fiber – All Other MSAs		
Month-to-Month	378.00	2.00
3-Year	322.00	2.00
5-Year	224.00	2.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	600.00	2.00
3-Year	540.00	2.00
5-Year	360.00	2.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	720.00	2.00
3-Year	630.00	2.00
5-Year	420.00	2.00
OC12c		
2 Fiber – New York NY MSA		
Month-to-Month	$365.00	$2.00
3-Year	288.00	2.00
5-Year	216.00	2.00
2 Fiber – All Other MSAs		
Month-to-Month	438.00	2.00
3-Year	336.00	2.00
5-Year	252.00	2.00
4 Fiber 1 + 1 – New York NY MSA		
Month-to-Month	700.00	2.00
3-Year	558.00	2.00
5-Year	390.00	2.00
4 Fiber 1 + 1 – All Other MSAs		
Month-to-Month	840.00	2.00
3-Year	651.00	2.00
5-Year	455.00	2.00 (N)

* DS1, DS3 and STS1 low speed ports are not applicable for the Option 33 discount. (N) (N)

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (N)

(A) Scope

(1) Contract Tariff Option 34 (**Option 34**) is an offering exclusively for customers who order a minimum of two (2) new Special Access Dedicated SONET Ring Services at Optical Carrier 48 (OC48), Optical Carrier 192 (OC192) or a combination of both (**new DSRs**). Option 34 provides discounted monthly rates for certain monthly rate elements for such new DSRs which are ordered in accordance with the requirements set forth in this Option 34 and which meet the requirements set forth herein.

(2) The terms and conditions, regulations, and rates provided in this Section 21.35 apply to customers who order new DSRs as offered herein.

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 34.

(1) A customer must subscribe to Option 34 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on February 28, 2006 and ends on March 29, 2006 (**Subscription Period**).

(2) A customer must be ordering a minimum of two (2) new OC48 DSRs, a minimum of two (2) new OC192 DSRs, or a minimum of two (2) new DSRs that are a combination of OC48 and OC192 DSRs in accordance with this Option 34.

(3) Each of the new DSRs must be configured with a minimum of ten (10) enhanced nodes. Enhanced nodes are described in Section 23.1 following.

(4) The new DSRs must be located within the serving areas set forth in (C) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 34 is comprised of the wire centers that are within the New York and New Jersey Corridor and within the New York NY Metropolitan Statistical Area (**MSA**).

The New York wire centers that are within the New York NY MSA are listed in Section 14.7 preceding, as the same may be amended from time to time.

(2) The following Telephone Company wire centers of the New York NY MSA comprise the geographic area of the New York and New Jersey Corridor:

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd) (N)

(C) Serving Area

(2) The following Telephone Company wire centers of the New York NY MSA comprise the geographic area of the New York and New Jersey Corridor: (Cont'd)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(3) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of this Option 34 will apply beginning on the effective date of such change and continuing through the end of the Service Period. When such change results in an increase or decrease to the rates applicable to the DSRs under this Option 34, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd) (N)

(D) Service Period

(1) The service period for each of the new DSRs represents that period of time during which that new DSR is subscribed to under this Option 34 and during which the rates and charges set forth in (F) following apply. During the service period and subject to (E)(6)(b) following, the customer is subject to termination liability under (E)(7) following for early discontinuance of one or more of the DSRs subscribed to under this Option 34.

(a) Each DSR will have an initial service period of sixty-three (63) months (**Initial Service Period**).

(b) Up to two (2) extensions of the service period are permitted with each extension being twelve (12) months in duration thereby extending the service period to seventy-five (75) months (one extension) or eight-seven (87) months (two extensions) (**Extended Service Period**).

(2) Each new DSR under this Option 34 will have an Initial Service Period that commences with the date that billing for that new DSR commences and will continue for sixty-three (63) months unless otherwise extended under (D)(1)(b) preceding or converted under (E)(6)(b) following.

(3) The rates set forth in (F) following will apply during the Initial Service Period, and if applicable, during the Extended Service Period.

(E) Terms and Conditions

(1) Except as set forth in this Section 21.35, the terms and conditions and application of rates and charges as set forth in Section 23.1 following apply to the new DSR.

(2) The rates for new DSR subscribed to under this Option 34 are set forth in (F) following and will be applied for the duration of the Service Period specified in (D) preceding. Only those new DSRs that are ordered during the subscription period of this Option 34 will receive the rates set forth in (F) following. New DSRs ordered at any time prior to, or after, the subscription period of this Option 34 are not eligible for the rates set forth in (F) following. Such DSRs are subject to the 5-year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Except as set forth in this Option 34, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity that may be associated with the new DSR subscribed to under this Option 34 (e.g., the Customer Service Management optional feature) and to any other service connected to such new DSR.

(4) Minimum Service Period

The minimum service period for each DSR subscribed to under this Option 34 is twenty-four (24) months.

(5) Node Disconnections and Node Moves

(a) Upon completion of the minimum service period set forth in (E)(4) preceding of each DSR subscribed to under this Option 34, the customer may disconnect or move up to fifteen percent (15%) of the total number of nodes on all new DSRs that are subscribed to under this Option 34 without incurring termination liability as it applies under (E)(7) following. To determine the total number of nodes that can be disconnected or moved without termination liability, first sum the total number of nodes on each new DSR that is subscribed to under this Option 34 and then multiply by 15%. When the calculation results in a fraction of a node, round down to the nearest whole node. For example, if the customer subscribes 3 new DSRs to this Option 34 and each DSR is configured with ten (10) nodes for a total of thirty (30) nodes subscribed to under this Option 34, the customer may disconnect or move up to four (4) of the nodes (30 nodes multiplied by 15% equals 4.5 nodes which is then rounded down to 4 nodes that may be disconnected or moved) without the application of termination liability. Node moves are subject to a Subsequent Installation Nonrecurring Charges as described in Section 23.1(D)(5) following.

(b) Termination liability will apply to each additional node (i.e., those nodes in excess of 15%) that is disconnected or moved after satisfying the minimum service period set forth in (E)(4) preceding is satisfied.

(c) Termination liability will also apply to each node that is disconnected or moved prior to satisfying the minimum service period set forth in (E)(4) preceding. (N)

21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd)

(E) Terms and Conditions (Cont'd)

(6) Subscription to Other Contract Tariff Options, Conversion to General Tariff, Conversion to Another Contract Tariff Option, or Conversion to Telephone Company Provided dedicated SONET ring service (C) (C)

(a) Subscription to Other Contract Tariff Options

Except as allowed under (E)(6)(b) following, the customer may not subscribe new DSR under this Option 34 to any other Contract Tariff Option unless specifically allowed to do so under that other Contract Tariff Option.

(b) Conversion to General Tariff, Conversion to Another Contract Tariff Option, or Conversion to Telephone Company Provided dedicated SONET ring service (C) (C)

(1) Upon completing the first thirty-six (36) months of the Initial Service Period, the customer may order conversion of a new DSR subscribed to under this Option 34 to general tariff rates and charges, may order conversion of a new DSR subscribed to under this Option 34 to any other Contract Tariff Option in this Section 21 for which the customer is eligible for subscription to that Contract Tariff Option, or may order conversion of a new DSR subscribed to under this Option 34 to a Telephone Company provided dedicated SONET ring service, subject to the following. (C) (C) (C)

(a) The conversion must be ordered during the period that begins the first day of month thirty-seven (37) of the Initial Service Period and ends the last day of month thirty-nine (39) of the Initial Service Period; and

(b) The customer must order DSR service under the general tariff's rates, terms and conditions set forth in Section 34 following and with an initial commitment period that expires later than the date on which the Initial Service Period under this Option 34 would have expired if service was not converted to general tariff; or

(c) The customer must order DSR service under another Contract Tariff Option in this Section 21, or must order Telephone Company provided dedicated SONET ring service, in each case at the rates, terms and conditions applicable to such service and with an initial commitment period that expires later than the date on which the Initial Service Period under this Option 34 would have expired if service was not converted to another Contract Tariff Option or Telephone Company provided dedicated SONET ring service; and (C) (C) (C) (C)

(d) With the exception of conversion to general tariff, to another Contract Tariff Option, or to Telephone Company provided dedicated SONET ring service, no other changes may be made to the new DSR (e.g., addition of a node). (C) (C)

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21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd)

(E) Terms and Conditions (Cont'd)

(6) Subscription to Other Contract Tariff Options, Conversion to General Tariff, Conversion to Another Contract Tariff Option, or Conversion to Telephone Company Provided dedicated SONET ring service (Cont'd) (C)

(b) Conversion to General Tariff, Conversion to Another Contract Tariff Option, or Conversion to Telephone Company Provided dedicated SONET ring service (Cont'd) (C)

(2) Upon conversion to general tariff, other Contract Tariff Option, or Telephone Company provided dedicated SONET ring service, the rates set forth in (F) following will cease and the customer's subscription of the DSR(s) under Option 34 is terminated. The elapsed portion of the Initial Service Period under this Option 34 will not be counted towards the commitment period selected under the general tariff, towards the service period of the other Contract Tariff Option, or towards the commitment period of the Telephone Company provided dedicated SONET ring service to which service is converted. Additionally, the rates applicable to the new general tariff, Contract Tariff Option, or Telephone Company provided dedicated SONET ring service, as applicable, will not apply retroactively to the service as it was provided under this Option 34. (C)

Certain material formerly appearing on this page now appears on Original Page 21-290.1.

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21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd)

(E) Terms and Conditions (Cont'd)

(7) Termination Liability and Minimum Period Charges (M)

(a) Termination Liability

(1) Except as allowed under (E)(5)(a) or (E)(6) preceding, termination liability applies if a new DSR that is subscribed to under this Option 34 is discontinued prior to the end of the Initial Service Period. Termination liability is subject to the terms and conditions set forth in Section 23.1(E) following. Termination liability does not apply when service under this Option 34 is discontinued during the Extended Service Period.

(2) When calculating any termination liability charge under this Option 34, the rates set forth in (F) following are not used. Such termination liability will be calculated using the 5-year term plan rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(b) Minimum Period Charges

Minimum period charges apply when a new DSR that is subscribed to under this Option 34 is disconnected or moved prior to the end of the first twenty-four (24) months of its Initial Service Period. When calculating any minimum period charges under this Option 34, the rates set forth in (F) following are not used. Such minimum period charges will be calculated using the 5-year term plan rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(8) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 34; however, only the Special Access portion of the new DSR is eligible for the rates set forth in (F) following. (M)

Certain material now appearing on this page formerly appeared on 2nd Revised Page 21-290.

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21. Contract Tariffs (Cont'd)

21.35 Contract Tariff Option 34 (Cont'd)

(E) Terms and Conditions (Cont'd)

(9) Expiration of Service Period

Upon completion of the Initial Service Period or Extended Service Period, as applicable, the customer may discontinue service under this Option 34 without termination liability. If the customer does not discontinue service, the service will continue at the 5-year term plan rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) until such time as the customer either cancels service or subscribes to a new term plan, (C)
contract tariff option for which the customer is eligible, or other (C)
Telephone Company provided service. In all cases, the rates set (C)
forth in (F) following will cease upon expiration of the Initial Service Period or the Extended Service Period.

(F) Rates and Charges

The following rates will be applied to the new DSRs that are subscribed to under this Option 34. Such rates will continue through the end of the Initial Service Period selected by the customer or through the end of the Extended Service Period selected by the customer, as applicable. The rates and charges that apply to such new DSR after the end of the Initial Service Period or Extended Service Period, as applicable, and for any other rate not shown, whether for a new DSR or for a service connected to such new DSR, are the rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) **Enhanced Nodes**, per node		
OC48 Enhanced Node	$2,946.56	None
OC192 Enhanced Node	5,888.00	None

	Monthly Rates
(2) **Mileage**, per mile	
OC48	$408.96
OC192	818.56

	Monthly Rates	Nonrecurring Charges
(3) **Ports**, per ports		
DS1 Port @ OC48 Node	$ 22.40	None
DS1 Port @ OC192 Node	22.40	None
DS3 Port @ OC48 Node	92.00	None
DS3 Port @ OC192 Node	92.00	None

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (N)

(A) Scope

(1) Contract Tariff Option 35 (Option 35) provides discounted monthly rates to customers who order a minimum of six (6) Special Access Verizon Dedicated SONET Rings in partial ring or full ring configurations (**new DSRs**). The new DSRs may be newly installed services or may be other Special Access SONET, purchased under this tariff, under Tariff F.C.C. No. 11, under Tariff F.C.C. No. 14, or (x)
under any combination of the three tariffs (**existing SONET** (x)
services), that are converted or upgraded to new DSRs in accordance (x)
with the requirements set forth in (B) through (F) following. The Option 35 discounted monthly rates are applicable for certain rate elements of such new DSRs when ordered in accordance with the requirements set forth herein.

(a) Existing SONET services purchased under this tariff consist of the following Special Access Services.

(1) Existing Verizon Dedicated SONET Rings (**existing DSRs**) at Optical Carrier 3 (OC3) utilizing nodes that are not enhanced. These services may be upgraded to new DSR at Optical Carrier 12 (OC12), 48 (OC48) or 192 (OC192). The new DSRs will utilize enhanced nodes. Upgrades are further subject to (E)(6) following.

(2) Existing DSRs at OC12, OC48 or OC192 utilizing enhanced nodes or nodes that are not enhanced. These services may be converted to new DSRs of the same optical carrier rate (e.g., an OC12 existing DSR can be converted to a new OC12 DSR). The new DSRs will utilize enhanced nodes.

(3) Existing DSRs at OC12 or OC48 utilizing enhanced nodes or nodes that are not enhanced. These services may be upgraded to new DSRs of a higher optical carrier rate (e.g., an OC12 existing DSR can be upgraded to a new OC48 DSR or to a new OC192 DSR). The new DSRs will utilize enhanced nodes. Upgrades are further subject to (E)(6) following.

(4) Existing SONET services as defined in (A)(1)(a)(1) through (3) preceding are further subject to the eligibility requirements set forth in (B) following.

(5) Existing SONET services as defined in (A)(1)(a)(1) through (3) preceding must be existing SONET services that were purchased under other sections of this tariff or under other contract tariff option(s) of this Section 21.

(2) The terms and conditions, regulations, and rates provided in this Section 21.36 apply to customers that order new DSRs, and convert or upgrade existing DSR as offered herein. (N)

(x) Issued under authority of Special Permission No. 06-007 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 35.

(1) A customer must subscribe to Option 35 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on March 3, 2006 and ends on June 30, 2006 (**Subscription Period**).

(2) A customer must order a minimum of six (6) new DSRs during the subscription period set forth in (B)(1) preceding. Such new DSRs may be ordered under Option 35 of this tariff, under Option 38 of (x)
Tariff F.C.C. No. 11, under Option 18 of Tariff F.C.C. No. 14 or (x)
under a combination of these tariffs. Each of the new DSRs must either be an existing SONET that is converted to new DSR, an existing SONET that is upgraded to new DSR, a newly installed service as described in (A)(1)(a) preceding, or any combination of converted, upgraded and newly installed services.

(a) At least seventy-five percent (75%) of the total number of existing SONET services that are converted and/or upgraded to new DSR must have been in-service for at least twenty-four (24) months as of the date of subscription to this Option 35 or March 3, 2006, whichever is the later date. For those existing SONET services that have not satisfied their minimum period obligations, minimum period charges apply as set forth in other sections of this tariff; and

(b) At least forty percent (40%) of the total number of existing SONET services that are converted and/or upgraded to new DSRs must have an initial term plan that has either already expired as of March 3, 2006 or that will expire no later than March 2, 2007, whichever is the later date; and

(c) At least fifty percent (50%) of the new DSRs subscribed to this Option 35 (whether converted or upgraded from existing SONET services or newly installed service) must have an optical carrier rate of OC48 or OC192.

(3) The new DSRs must be located within the serving areas specified in (C) following. (N)

(x) Issued under authority of Special Permission No. 06-007 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 35 is comprised of the wire centers that are within the Phase I and Phase II Metropolitan Statistical Area (**MSAs**) of this tariff. Wire centers within the Phase II MSAs of this tariff are set forth in Section 14.7 preceding.

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of this Option 35 will apply beginning on the effective date of such change and continuing through the end of the Service Period. When such change results in an increase or decrease to the rates applicable to the new DSRs under this Option 35, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change.

(D) Service Period

(1) The service period for Option 35 is sixty (60) months unless the customer elects the transitional billing option set forth in (E)(5) following in which case the service period of this Option 35 is sixty-four (64) months (**Service Period**). The Service Period is applicable to the enhanced nodes, partial ring high speed (pass-through) interfaces, and mileage of each new DSR that is subscribed to this Option 35. The Service Period is that period of time during which the rates set forth in (F) following apply and is in lieu of the commitment period for the 5-year term plan specified in Section 23.1 following.

(2) When ordering a conversion from existing SONET service or an upgrade of existing SONET service, and the customer elects the transitional billing option set forth in (E)(5) following, the 64 month Service Period under this Option 35 shall include four (4) months during which transitional billing credit as described in (E)(5) following shall apply.

(3) Each new DSR subscribed to this Option 35 shall have its own Service Period of either sixty (60) months or sixty-four (64) months depending on whether or not the customer elects the transitional billing option set forth in (E)(5) following.

(a) The Service Period for a newly installed service commences with the date that the new DSR is available for use by the customer.

(b) The Service Period for an existing SONET service that is converted or upgraded to a new DSR commences with the date that the new DSR is available for use by the customer and ends sixty (60) months later (when ordered without the transitional billing option) or sixty-four (64) months later (when ordered with the transitional billing option), unless otherwise extended due to the addition of a node as described in (D)(4) following. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(D) Service Period (Cont'd)

(4) Node Additions

(a) An additional node(s) may be added to a new DSR at any time prior to the end of the 60 or 64 month Service Period, as applicable.

(b) Nodes added after the initial installation of a new DSR and during the subscription period specified in (B) preceding will have an expiration date that is coterminous with the expiration date of the 60 or 64 month Service Period for the initial nodes ordered, as applicable, and will be subject to the rates and charges set forth in (F) following.

(c) Nodes added after the subscription period and prior to completion of the thirty-sixth (36th) month of the Service Period will have an expiration date that is coterminous with the expiration date of the 60 or 64 month Service Period for the initial nodes installed, as applicable, and will be subject to the rates and charges set forth in Section 23.1(L) following as determined in accordance with Section 14.7 preceding.

(d) Nodes added after the first 36 months of the Service Period will have an expiration date of twenty-four (24) months from the date that the additional node(s) is placed into service. The addition of these nodes also requires that the 60 or 64 month Service Period for the new DSR, as applicable, be extended by twenty-four (24) months thereby making the expiration date for the additional node(s) coterminous with the expiration date for the remainder of the new DSR. The additional node(s) will be subject to the rates and charges set forth in Section 23.1(L) following as determined in accordance with Section 14.7 preceding. The rates and charges applicable to the new DSR during the extended Service Period are set forth in (F) following. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.36, the terms and conditions and application of rates and charges as set forth in Section 23.1 following apply to the new DSRs and to any service connected to the new DSRs.

(2) The rates for the new DSRs subscribed to this Option 35 are set forth in (F) following and will be applied for the duration of the Service Period specified in (D) preceding or extended Service Period as set forth in (D)(4)(d) preceding. Only those new DSRs that are ordered during the subscription period of this Option 35 will receive the rates set forth in (F) following. New DSRs ordered at any time prior to or after the subscription period of this Option 35 are not eligible for the rates set forth in (F) following. Such new DSRs are subject to the rates and charges set forth in Section 23.1 as determined in accordance with Section 14.7 preceding, unless otherwise subscribed to another contract tariff option in which case the rates and charges applicable to that contract tariff option apply.

(3) Except as set forth in this Option 35, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate elements or work activity that may be associated with the new DSRs subscribed to this Option 35 (e.g., ports) and to any other service connected to such new DSRs.

(4) The conversion or upgrade from the existing SONET service to new DSR is complete when all circuits on the existing SONET service are disconnected from the existing SONET service and are installed and operational on the new DSR, and the existing SONET service is disconnected.

(5) Transitional Billing

(a) At the time of ordering a conversion involving physical work activity (e.g., conversion from DSR without enhanced nodes to DSR with enhanced nodes) or an upgrade of existing SONET service to new DSR, a customer requesting the transitional billing option must specify such option in its order for service. In doing so, the customer will receive four (4) months of transitional billing credit as further described in (E)(5)(b) following, when the requirements set forth herein are met.

(b) Transitional billing credit is applied at fifty percent (50%) of the monthly recurring charges for the node, partial ring high speed (pass-through) interface and mileage rate elements on each existing SONET service and 50% of the monthly recurring charges for the enhanced node, partial ring high speed (pass-through) interface and mileage rate elements on each new DSR for which the customer orders the transitional billing option. Transitional billing credit is not applicable to ports or any other rate element on either the existing SONET service or new DSR. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Upgrade of Existing SONET Services

An upgrade of existing DSR under this Option 35 is subject to the following requirements:

(a) One (1) or two (2) existing DSRs (**the old ring(s)**) must be replaced with a single DSR of greater capacity (**the new DSR**) than the combined capacity of the old ring(s) being replaced (e.g., an OC12 old ring can be upgraded to a new OC48 DSR or to a new OC192 DSR, or two OC12 old rings can be upgraded to a new OC48 DSR); and

(b) The Service Period for the new DSR shall commence with the date that the new DSR is available for use by the customer; and

(c) When upgrading one old ring, the Service Period for the new DSR must have an expiration date that extends beyond the expiration date of the commitment period for that old ring. When upgrading two old rings, the Service Period for the new DSR must have an expiration date that extends beyond the expiration date of the old ring with the longer expiration date; and

(d) The new DSR must have at least one (1) customer premises node and one (1) CO node in common with each of the old ring(s); and

(e) When two (2) old rings are being upgraded into a single, higher capacity new DSR, the aggregate amount of all monthly charges for the nodes and ports included in the Service Period of the new DSR subscribed to under this Option 35 must be at least twenty-five percent (25%) greater than the aggregate amount of monthly charges remaining in the commitment period for the nodes and ports of the old rings being disconnected; and

(f) The customer must specify in its order for service whether or not the transitional billing option as set forth in (E)(5) preceding will apply for the upgrade of existing SONET service.

(7) Termination Liability and Minimum Period Charges

(a) Termination Liability

(1) Termination liability will not apply for disconnection of an existing SONET service when such disconnection occurs for the purpose of converting that existing SONET service to a new DSR under this Option 35.

Termination liability will not apply for disconnection of an existing SONET service when such disconnection occurs for the purpose of upgrading that existing SONET service to a new DSR under this Option 35 and the requirements set forth in (E)(6) preceding are met. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(7) Termination Liability and Minimum Period Charges (Cont'd)

(a) Termination Liability (Cont'd)

(2) Termination liability will apply if a new DSR that is subscribed to this Option 35 is discontinued prior to the end of the thirty-sixth (36th) month of the Service Period (when ordered without the transitional billing option as set forth in (E)(5) preceding) or prior to the end of the fortieth (40th) month of the Service Period (when ordered with the transitional billing option as set forth in (E)(5) preceding). Except as set forth in (E)(7)(a)(2)(a) and (b) following, termination liability is subject to the terms and conditions set forth in Section 23.1(E) following.

(a) Termination Liability on a new DSR that is ordered without the transitional billing option set forth in (E)(5) preceding applies to the node and partial ring high speed (pass-through) interface rate elements only at 100% of the monthly recurring charge from the date of disconnection through the end of the first twenty-four (24) months of the Service Period and 75% of the monthly recurring charge from the twenty-fifth (25th) month of the Service Period through the end of the thirty-sixth (36th) month of the Service Period. Termination liability does not apply in months thirty-seven (37) through months sixty (60) of the Service Period.

(b) Termination Liability on a new DSR that is ordered with the transitional billing option set forth in (E)(5) preceding applies to the node and partial ring high speed (pass-through) interface rate elements only at 100% of the monthly recurring charge from the date of disconnection through the end of the first twenty-eight (28) months of the Service Period and 75% of the monthly recurring charge from the twenty-ninth (29th) month of the Service Period through the end of the fortieth (40th) month of the Service Period. Termination liability does not apply in months forty-one (41) through months sixty-four (64) of the Service Period.

(3) When calculating any termination liability charge under this Option 35, the rates set forth in (F) following are not used. Such termination liability will be calculated using the 5-year term plan rates set forth in Section 23.1(L) following as determined in accordance with Section 14.7 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(7) Termination Liability and Minimum Period Charges (Cont'd)

(b) Minimum Period Charges

Minimum period charges apply if a new DSR or any service connected to such new DSR is disconnected prior to satisfying the minimum period requirement for the service involved. Minimum periods for each service are specified in Section 5.2.5 preceding. When calculating any minimum period charges under this Option 35, the rates set forth in (F) following are not used. Such minimum period charges will be calculated using the applicable rates for the type of service involved as set forth in Section 23.1(L) following as determined in accordance with Section 14.7 preceding.

(8) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 35; however, only the Special Access portion of the new DSRs are eligible for the rates set forth in (F) following.

(9) Expiration of Service Period

Upon completion of the Service Period for this Option 35, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service on a monthly basis at the 5-year term plan rates and charges set forth in Section 23.1(L) following as determined in accordance with Section 14.7 preceding.

(d) In the event that the customer does not make an election of (E)(9)(a) through (c) preceding, the customer's subscription to the new DSR will continue in accordance with (E)(9)(c) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.36 Contract Tariff Option 35 (Cont'd) (N)

(F) Rates and Charges

The following rates will be applied to the new DSRs that are subscribed to this Option 35. Such rates will continue through the end of the Service Period specified in (D) preceding. The rates and charges that apply to such new DSRs after the end of the Service Period and for any other rate not shown, whether for the new DSRs or for a service connected to such new DSRs, are the rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) **Enhanced Nodes**, per node		
OC12 Enhanced Node	$1,890.00	None
OC48 Enhanced Node	3,222.80	None
OC192 Enhanced Node	6,440.00	None
(2) **Partial Ring High Speed (Pass-through) Interfaces**, per interface		
OC12 Interface	$1,890.00	None
OC48 Interface	3,222.80	None
OC192 Interface	6,440.00	None

	Monthly Rates
(3) Ring **Mileage**, per mile	
OC12	$251.30
OC48	447.30
OC192	895.30 (N)

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (N)

(A) Scope

(1) Contract Tariff Option 36 (**Option 36**) is an offering exclusively for customers who upgrade a minimum of two (2) existing Special Access Optical Carrier 12 Verizon Dedicated SONET Ring Services that are configured with nodes that are not enhanced (**existing OC12 DSRs**) to the same number of new Special Access Optical Carrier 48 Verizon Dedicated SONET Ring Services that are configured with nodes that are enhanced (**new OC48 DSRs**) in accordance with the requirements set forth herein. Option 36 provides discounted monthly rates for certain rate elements of such new OC48 DSRs when ordered in accordance with the requirements set forth in this Option 36.

(2) The terms and conditions, regulations, and rates provided in this Section 21.37 apply to customers who upgrade to new OC48 DSRs as offered herein.

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 36.

(1) A customer must subscribe to Option 36 by submitting a written authorization in a manner designated by the Telephone Company during the three (3) month subscription period which begins on March 4, 2006 and ends on June 3, 2006 (**Subscription Period**).

(2) A customer must order a minimum of two (2) upgrades of existing OC12 DSRs as follows.

(a) A minimum of one (1) existing OC12 DSR located in the Boston MA-NH Metropolitan Statistical Area (**MSA**) of the Telephone Company's Tariff F.C.C. No. 11 (**Tariff FCC 11**) must be upgraded to one (1) new OC48 DSR within that same MSA; and (x) (x)

(b) a minimum of one (1) existing OC12 DSR located in the New York NY MSA of this tariff, of Tariff FCC 11, or as jointly provided under this tariff and Tariff FCC 11 must be upgraded to one (1) new OC48 DSR within that same MSA. (x) (x)

(c) Each existing OC12 DSR that is upgraded to a new OC48 DSR under (B)(2)(a) or (b) preceding must have been in service under its current service configuration for a minimum of two (2) years.

(3) The total number of new OC48 DSRs subscribed to this Option 36 must collectively be configured with at least ten (10) enhanced nodes and at least sixteen (16) miles in total for all of the new OC48 DSRs. Enhanced nodes are described in Section 23.1 following.

(4) The new DSRs must be located within the serving areas set forth in (C) following. (N)

(x) Issued under authority of Special Permission No. 06-008 of the Federal Communications Commission

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 36 is comprised of the wire centers that are within the Boston MA-NH MSA (**MSA #6**) and the New York NY MSA (**MSA #1**) of Tariff FCC 11 and MSA #1 of this tariff. The wire centers for MSA#1 of this tariff are specified in Section 14.7 preceding. (x) (x)

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of this Option 36 will apply beginning on the effective date of such change and continuing through the end of the Service Period. When such change results in an increase or decrease to the rates applicable to the DSRs under this Option 36, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change.

(D) Service Period

(1) The service period for Option 36 is sixty-four (64) months for the new OC48 DSRs and any DS1 ports, DS3 ports, DS3 Transmux ports or GigE3 ports that are ordered during the subscription period specified in (B) preceding. The service period is that period of time during which the rates set forth in (F) following apply and is in lieu of the commitment period for the 5-year term plan specified in Section 23.1 following. The service period under this Option 36 includes four (4) months during which transitional billing credit as described in (E)(5) following applies. Beginning with the date that service is available for use by the customer and continuing through the end of the service period set forth in this (D), the customer is subject to termination liability under (E)(6) following for early discontinuance of any node or port that is subscribed to this Option 36. In the case of discontinuance of one or more nodes, the collective minimum requirements set forth in (B)(3) preceding must be maintained or the customer's subscription to this Option 36 shall cease upon disconnection of such node(s).

(2) A single service period applies for all of the new OC48 DSRs that are subscribed to this Option 36 and commences with the date that the last of the new OC48 DSRs is installed and available for use by the customer (**Service Period**) and ends 64 months later. In the event that the Service Period of one (1) or more of the new OC48 DSRs is extended under (D)(5) following, the Service Period for the remaining new OC48 DSRs will not be extended, in which case a single Service Period no longer applies. The rates set forth in (F) following will apply beginning with the date that each new OC48 DSR is available for use by the customer and continuing through the end of the Service Period. (N)

(x) Issued under authority of Special Permission No. 06-008 of the Federal Communications Commission

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(D) Service Period (Cont'd)

(3) The Service Period for each DS1 port, DS3 port, DS3 Transmux port or GigE3 port that is ordered with the initial installation of service or at any time during the subscription period set forth in (B) preceding will commence with the installation of the port and end on the same date on which the Service Period for the enhanced nodes and mileage under (D)(1) preceding ends. Except as set forth in this (D)(3), all other ports and optional features associated with the new OC48 DSR are offered under terms and conditions and rates set forth in Section 23.1 following.

(4) For each port or optional feature added at any time after the end of the subscription period set forth in (B) preceding, the port or optional feature is added under the terms and conditions and rates set forth in Section 23.1 following, except that the expiration date of the term plan for such port or optional feature will be coterminous with the expiration date of the Service Period when such ports or optional features are added prior to completion of the fortieth (40^{th}) month of the Service Period or prior to the last twenty-four (24) months of the Expired Service Period, as applicable. Ports or optional features added after the first 40 months of the Service Period or within the last 24 months of the Expired Service Period are subject to month-to-month billing terms as described in Section 23.1 following. (N)

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(D) Service Period (Cont'd)

(5) Node Additions

(a) An additional node(s) may be added to the new OC48 DSR at any time prior to the end of the sixty-four month Service Period.

(b) Nodes added after the initial installation of the new OC48 DSR and during the subscription period specified in (B) preceding will have an expiration date that is coterminous with the expiration date of the sixty-four (64) month Service Period for the initial nodes ordered and will be subject to the rates and charges set forth in (F) following.

(c) Nodes added after the subscription period and prior to completion of the fortieth (40^{th}) month of the Service Period will have an expiration date that is coterminous with the expiration date of the 64 month Service Period for the initial nodes installed and will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(d) Nodes added after the first 40 months of the Service Period will have an expiration date of twenty-four (24) months from the date that the additional node(s) is placed into service. This also requires that the 64 month Service Period for that particular new OC48 DSR be extended by twenty-four (24) months thereby making the expiration date for the additional node(s) coterminous with the expiration date for the remaining nodes for that new OC48 DSR (**Extended Service Period**). The Service Period for any remaining new OC48 DSRs will not be extended, in which case a single Service Period for all new OC48 DSRs no longer applies. The additional node(s) will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). The rates and charges applicable to the remaining rate elements of the new OC48 DSR for the Extended Service Period are set forth in (F) following. (N)

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(E) Terms and Conditions

(1) Except as set forth in this Section 21.37, the terms and conditions and application of rates and charges as set forth in Section 23.1 following apply to the new OC48 DSRs and to any service connected to the new OC48 DSRs.

(2) The rates and charges for the new OC48 DSRs subscribed to this Option 36 are set forth in (F) following and will be applied beginning with the date that each new OC48 DSR is available for use by the customer and continuing through the end of the Service Period specified in (D) preceding or the Extended Service Period specified in (D)(5)(d) preceding. Only those new OC48 DSRs and DS1 ports, DS3 ports, DS3 Transmux ports or GigE3 ports that are ordered during the subscription period of this Option 36 will receive the rates set forth in (F) following. New OC48 DSRs, DS1 ports, DS3 ports, DS3 Transmux ports or GigE3 ports ordered at any time prior to, or after, the subscription period of this Option 36 are not eligible for the rates set forth in (F) following. Such new OC48 DSRs, DS1 ports, DS3 ports, DS3 Transmux ports and GigE3 ports are subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(3) Except as set forth in this Option 36, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate elements or work activity that may be associated with the new OC48 DSRs subscribed to this Option 36 (e.g., OCn ports) and to any other service connected to such new OC48 DSR.

(4) The upgrade is considered complete when all circuits on the existing OC12 DSRs are disconnected from the existing OC12 DSRs and are installed and available for use on the new OC48 DSRs, and the existing OC12 DSRs are disconnected.

(5) Transitional Billing

(a) This customer will receive four (4) months of transitional billing credit for the upgrade of existing OC12 DSRs to new OC48 DSRs under this Option 36.

(b) Transitional billing credit is applied at fifty percent (50%) of the monthly recurring charges for the node and mileage rate elements on the existing OC12 DSRs and 50% of the monthly recurring charges for the node and mileage rate elements on the new OC48 DSRs. Transitional billing credit is not applicable to ports. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Termination Liability and Minimum Period Charges

(a) Termination Liability

(1) Termination liability will not apply for disconnection of the existing OC12 DSRs when such disconnection occurs for the purpose of upgrading those existing OC12 DSRs to new OC48 DSRs under this Option 36.

(2) Termination liability will apply if a new OC48 DSR, DS1 port, DS3 port, DS3 Transmux port, or GigE3 port that is subscribed to this Option 36 is discontinued prior to the end of the Service Period or Extended Service Period, as applicable. Termination liability is subject to the terms and conditions set forth in Section 23.1(E) following.

(3) When calculating any termination liability charge under this Option 36, the rates set forth in (F) following are not used. Such termination liability will be calculated using the 5-year term plan rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Termination Liability and Minimum Period Charges (Cont'd)

(b) Minimum Period Charges

Minimum period charges apply if the new OC48 DSRs or any service connected to such new OC48 DSRs is disconnected prior to satisfying the minimum period requirement for the service involved. Minimum periods for each service are specified in Section 5.2.5 preceding. When calculating any minimum period charges under this Option 36, the rates set forth in (F) following are not used. Such minimum period charges will be calculated using the applicable rates for the type of service involved as set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(7) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 36; however, only the Special Access portion of the new DSR is eligible for the rates set forth in (F) following.

(8) Expiration of Service Period

Upon completion of the Service Period or Extended Service Period for this Option 36, as applicable, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service on a monthly basis at the 5-Year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(d) In the event that the customer does not make an election of (E)(8)(a) through (c) preceding, the customer's subscription to the new OC48 DSR will continue in accordance with (E)(8)(c) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.37 Contract Tariff Option 36 (Cont'd) (N)

(F) Rates and Charges

The following rates and charges will be applied to the new OC48 DSRs and ports that are subscribed to this Option 36. The monthly rates set forth below will continue through the end of the Service Period specified in (D) preceding or the end of the Extended Service Period specified in (D)(5)(d) preceding, as applicable. The rates and charges that apply to such new OC48 DSRs and ports after the end of the Service Period or the end of the Extended Service Period, as applicable, and for any other rate not shown, whether for the new OC48 DSRs or for a service connected to such new OC48 DSRs, are the rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) **OC48 Enhanced Node,** per node	$3,453.00	None

	Monthly Rates Per Mile
(2) **OC48 Mileage,** per mile	$479.25

	Monthly Rates	Nonrecurring Charges
(3) **Ports,** per port added during the Subscription Period		
DS1 Port @ OC48 Node	$ 21.00	None
DS3 Port @ OC48 Node	86.25	None
DS3 Transmux @ OC48 Nodes	300.00	None
GigE3 Port @ OC48	258.75	None (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (N)

(A) Scope

Contract Tariff Option 37 (**Option 37**) provides a customer with monthly billing credits on (i) the Facility Management Service (**FMS**) Channel Mileage rate elements when it maintains a minimum number of FMS transport miles and (ii) on the IntelliLight® Entrance Facilities (IEF) rate elements, when the customer satisfies the other criteria as set forth in this Option 37. Calculation of monthly billing credits shall be in accordance with the terms of this Option 37.

(B) Definitions

The following definitions are used in this Option 37.

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the services covered by this Option 37.

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits (if any) to the customer.

(3) **Billing Credit** shall mean collectively the amounts (if any) provided to the customer as a credit on its monthly bill at the end of each Quarter during the Service Period based on the applicable discounts on the specific services (as set forth in (H) following) offered to the customer pursuant to this Option 37. Calculation of the applicable Billing Credits is described in (I) following.

(4) **Discount** shall mean collectively the discounts (if any) on FMS Channel Mileage rate elements and on IEF monthly rate elements as provided under the terms of Option 37 of this tariff and Option 40 (x)
of the Verizon Telephone Companies Tariff F.C.C. No. 11 (FCC 11). (x)
Discounts offered on FMS Channel Mileage Rate Elements and on all IEF monthly rate elements are described in (H) following. (N)

(x) Issued under authority of Special Permission No. 06-015 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(B) Definitions (Cont'd)

(5) **FMS Channel Mileage Rate Elements** shall mean the monthly recurring rates for the channel mileage rate elements included within the FMS Plan as follows.

(a) The FMS Channel Mileage Rate Elements for this tariff are described in Section 6.8.26(D)(10) preceding for Switched Access FMS and Section 7.2.13(D)(11) preceding for Special Access FMS.

(b) The monthly recurring rates for FMS Channel Mileage in this tariff are set forth in Section 6.9.10(D) preceding for Switched Access FMS and Section 7.5.18(C) preceding for Special Access FMS (as determined in accordance with Section 14.7 preceding).

(c) The FMS Channel Mileage Rate Elements for FCC 11 are described in Section 6.2.12(F)(3) for Switched Access FMS and Section 7.2.16(F)(3) for Special Access FMS. (x)

(d) The monthly recurring rates for Switched Access FMS Channel Mileage for FCC 11 are set forth in Sections 30.6.9(A)(2) and (B)(2) for Price Band rates and Section 31.6.9(A)(2) and (B)(2) for all other rates as determined in Section 15.3. The monthly recurring rates for Special Access FMS Channel Mileage for FCC 11 are set forth in Sections 30.7.18(A)(2) and (B)(2) for Price Band rates and Section 31.7.18(A)(2) and (B)(2) for all other rates as determined in Section 15.3. (x)

(6) **FMS Plan** shall mean the Switched Access or Special Access FMS Services provided pursuant to Sections 6.8.26 and 7.2.13 preceding of this tariff and Sections 6.2.12 and 7.2.16 of FCC 11. (x)

(7) **FMS Transport Miles** shall mean the aggregate number of miles billed by the Telephone Company to the customer for FMS Channel Mileage Rate Elements during each month of the Service Period for all FMS Plan Services provided pursuant to this tariff and to FCC 11 and which miles are not subject to dispute by the customer. If the customer disputes the billing of any mileage for the FMS Channel Mileage Rate Elements (e.g., number of miles billed for a circuit is incorrect), then such miles shall not be included in the calculation of FMS Transport Miles. Unless manifest error can be demonstrated by the customer, the Telephone Company's calculation of such aggregate mileage shall be deemed to be accurate, and shall not be subject to dispute by the customer. (x) (N)

(x) Issued under authority of Special Permission No. 06-015 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(B) Definitions (Cont'd)

(8) **Grooms** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a Special Access DS1 or DS3 Service, and shall include any of the following types of moves, rearrangements, reterminations, disconnection and reconnection, or other changes (however characterized) to the Special Access Service: (i) a change in the customer designated premises from one location to another; (ii) a change in the CFA or termination point within a single Telephone Company wire center; or (iii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be associated with a facility provided by either the Telephone Company or provided by a collocator).

(9) **IEF** shall mean IntelliLight® Entrance Facility Service (IEF) as described in Section 7.2.15 preceding of this tariff and Section 26.1.4 of FCC 11. Rate elements and rates for IEF are set forth in Section 7.5.21 preceding of this tariff, and Section 30.26.4 and 31.26.4 of FCC 11. Any IEF Services which are included in an FMS Plan are ineligible for Discounts and Billing Credits. (x) (x)

(10) **Maximum Monthly Grooms** shall have the meaning set forth in Section (J) following.

(11) **Minimum FMS Transport Miles** shall have the meaning set forth in (G) following.

(12) **MRC** shall mean monthly recurring rates or charges for the services provided pursuant to Telephone Company tariffs.

(13) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter is the period beginning with the date of subscription to the end of that month and the three (3) consecutive months following such month; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending three (3) calendar months after such date. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible the rates, terms and conditions of this Option 37.

(1) During the three (3) month period beginning three (3) months prior to the date of subscription and ending with the date of subscription, the customer must have been continuously subscribed to the FMS Plan (as defined in (B)(6) preceding) offered in this tariff and in FCC 11 and must continuously subscribe to the FMS Plan during the Service Period. (x)

(2) During the 3 month period beginning three (3) months prior to the date of subscription and ending with the date of subscription, the customer must have maintained a minimum average of one hundred sixty thousand (160,000) billed FMS Transport Miles per month.

(3) The customer may not concurrently subscribe to an Alternative Tariff Arrangement which meets any of the following criteria at any time during the Service Period: (i) an Alternative Tariff Arrangement which provides a discount, credit, or other reduction in rates or terms for IEF Services; and (ii) an Alternative Tariff Arrangement which provides discounts on FMS Channel Mileage Rate Elements or on other rate elements included within the FMS Plan. If the customer wishes to subscribe to such an Alternate Tariff Arrangement, then the customer shall not receive any Discounts and Billing Credits under this Option 37.

(4) A customer must subscribe to Option 37 by submitting a written authorization in a manner designated by the Telephone Company during the sixty day (60) period that begins on April 29, 2006 and ends on June 28, 2006 (**Subscription Period**)

(D) Service Period

The Service Period of this Option 40 shall commence with the date of subscription and continue through the last day of the month that is twelve (12) consecutive months following the month after that date of subscription. For example, if the Service Period commences May 20, 2006, then the Service Period shall end May 31, 2007. (N)

(x) Issued under authority of Special Permission No. 06-015 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 37

Subject to the terms and conditions of this Option 37, the applicable Discount (as described in (H) following) shall be provided on the following Services and the following rate elements:

(1) FMS Channel Mileage Rate Elements

The applicable Discount on FMS Channel Mileage Rate Elements (as described in (H)(1) following) shall only be applied to the MRCs for FMS Channel Mileage Rate Elements that are billed during the Service Period and that meet all of the following criteria during each month of the Service Period:

(a) The entire circuit (all portions other than the End User channel termination to the secondary premises), must be included within the FMS Plan; and

(b) The FMS Channel Mileage Rate Element must be a rate element of an FMS Plan circuit that has a Network Channel (NC) Code of either HC, HF, or OC (i.e., the circuit must be DS1 or greater bandwidth); and

(c) The FMS Channel Mileage Rate Elements must be billing one of the following USOCs: 1A59S, 1A64S, 1A6US, 1A6VS, 1YJB3, 1YJB5, 1YJBX, 1A5YS, 1A87S, 1A88S, 1A89S, 1YAMS, 1YANS, 1YAPS, 1YAQS,1YARS, 1YJD3, 1YJD5, 1YJDX, 1YJF3, 1YJF5, 1YJFX, 1YJA3, 1YJA5, 1YJAX,; and

(d) The customer meets the requirements of maintaining the Minimum FMS Transport Miles as more specifically described in (G) following, and the requirements regarding disputes, payments, credits and debits set forth in (I)(4) following. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 37 (Cont'd)

(2) IEF Services

The applicable Discount (as defined in Section (H)(2) following) shall apply only to the MRC rate elements for IEF Services which are installed and billed during the Service Period.

(3) The Discount and Billing Credit is provided only (i) on billed FMS Channel Mileage Rate Elements that meet the requirements of this Option 37 (including (I) following) and (ii) IEF MRC rate elements that are billed and installed during each Quarter of the Service Period. The following types of charges (which is an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from application of Discounts and Billing Credits) are not included in the application of Discounts and the calculation of the Billing Credits:

(a) Any non recurring charges;
(b) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(c) Service or administrative fees or charges imposed by the Telephone Company (e.g. interest penalty, late payment penalty);
(d) Any other billed amount related to Qualifying Services for which payment is being withheld or under dispute by the customer;
(e) Any debits or credits for Services rendered in prior Quarters or periods prior to the date of subscription, subject to (I) following;
(f) Minimum period charges;
(g) Termination liabilities; or
(h) Any other charges which are not applied on a recurring monthly basis. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(F) Service Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under Section 14.7 preceding of this tariff. Wire centers for the Phase II MSAs of this tariff are listed in Section 14.7 preceding. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the tariff) that occur during the Service Period of this Option 37 will apply.

(G) Minimum FMS Transport Miles

(1) Subject to the terms and conditions set forth in this Option 37, including the requirement to maintain the Minimum FMS Transport Miles as set forth in this Section (G), the customer is eligible to receive the applicable Discount set forth in Table 1 of (H)(1) following.

(2) In order to receive the applicable Discount (as set forth in Table 1 of (H)(1) following) and the Billing Credits (as determined in accordance with (I) following) associated therewith, in any given month of the Service Period, the customer must meet either one of the following criteria (individually and collectively referred to as **Minimum FMS Transport Miles**):

(a) During any month of the Service Period, the customer must maintain in-service no less than 160,000 FMS Transport Miles per month. If the customer meets this criteria, then the Telephone Company will not calculate, and the customer is not required to meet the requirements of (G)(2)(b) following; or

(b) During any Quarter, the customer must maintain an average of no less than 160,000 FMS Transport Miles during each month of such Quarter. If the customer maintains an average number of miles of no less than 160,000 FMS Transport Miles during each month of such Quarter, but does not otherwise meet the criteria as set forth in (G)(2)(a) preceding (i.e., the actual monthly FMS Transport Miles in a given calendar month are less than 160,000 miles), the customer shall still be eligible for the applicable Discounts set forth in (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(G) FMS Minimum Transport Miles (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

The following two illustrative examples are presented.

Example 1: During Quarter 1, the Telephone Company calculates the customer's FMS Transport Miles during each such month of Quarter 1 as follows:

Month 1 - 154,000 miles, and

Month 2 - 160,000 miles, and

Month 3 - 161,000 miles.

Since Month 1 did not meet the requirements of (G)(2)(a)(2) preceding, this results in an average number of FMS Transport Miles for Quarter 1 of 158,333 miles per month (i.e., an aggregate of 475,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would not receive the applicable Discounts (as set forth in Table 1 of (H)(1) following) or the Billing Credits (as set forth in (I) following) in month 1 of Quarter 1 because the customer has not met either of the criteria set forth in (G)(2) preceding (i.e., the actual FMS Transport Miles in month 1 are less than 160,000 miles, and the average monthly FMS Transport Miles, as measured throughout the three months of Quarter 1, are less than 160,000 miles). However, the customer would be eligible for the applicable Discounts (as set forth in Table 1 of (H) following) and the Billing Credits (as set forth in (I) following) because the customer meets the Minimum FMS Transport Mile criteria in (G)(2)(a) preceding (i.e., it's actual FMS Transport Miles for months 2 and 3 are each above 160,000 miles). (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(G) FMS Minimum Transport Miles (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

Example 2: During Quarter 1, the Telephone Company calculates the customer's FMS Transport Miles (excluding any miles which are disputed by the customer) during each such month of Quarter 1 as follows:

Month 1 - 159,000 miles, and

Month 2 - 164,000 miles, and

Month 3 - 166,000 miles.

This results in an average number of FMS Transport Miles for Quarter 1 of 163,000 miles per month (i.e., an aggregate of 489,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would receive the applicable Discounts (as set forth in Table 1 of (H)(1) following) and the Billing Credits (as set forth in (I) following) for each month of Quarter 1 because the customer meets the Minimum FMS Transport Mile criteria in (G)(2)(b) preceding (i.e., the average monthly FMS Transport Miles are greater than 160,000 miles for each month of Quarter 1). (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(H) Discounts

(1) FMS Plan Discounts

Subject to the terms of this Option 37, including the requirement to maintain the Minimum FMS Transport Miles as set forth in (G) preceding, and the method of calculation and timing of the Billing Credit as set forth in (I) following, the Telephone Company will apply the applicable Discount (as set forth in Table 1 below) to the customer's FMS Channel Mileage Rate Elements. The applicable Discount is derived by (i) assigning each circuit included in the FMS Plan to a mileage band (as set forth in Table 1 below) based on the length of the channel mileage billed for such circuit; and (ii) assigning all circuits included in the FMS Plan into FMS Transport Mile tiers (as set forth in Table 1 below) based on the aggregate billed FMS Transport Miles in any given month of the Service Period.

Table 1: Discounts by Mileage Band and FMS Transport Miles

FMS Transport Miles	Mileage Band 1 1 – 10 Miles	Mileage Band 2 11 – 20 Miles	Mileage Band 3 21 Miles or Above
Tier 1 1 – 160,000	32.0%	27.5%	24.0%
Tier 2 160,001 and above*	50.0%	40.0%	35.0%

* The aggregate Billing Credits payable at this tier are subject to an aggregate and overall cap of three-million dollars ($3,000,000) for the entire Service Period.

For example, assume that in a given month in the Service Period, the customer had 165,000 FMS Transport Miles. Then, the customer would be eligible for the applicable Discounts based on mileage bands for all FMS Transport Miles up to 160,000 miles, and would be eligible for applicable Discounts in Tier 2 based on mileage bands for all FMS Transport Miles greater than 160,000 miles. The actual Discount level would depend on the length of the circuit. A detailed method of calculation is described in (I) following.

(2) Discounts on IEF Services

Subject to the terms of this Option 37, including the requirement to maintain the Minimum FMS Transport Miles as set forth in (G) preceding, and the method of calculation and timing of payment of the Billing Credit as set forth in (I) following), the Telephone Company will apply a ten percent (10%) Discount to the MRC rate elements for each IEF Service that is newly ordered and billed during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits

(1) Method of Calculation of the Applicable Billing Credit

(a) Following the end of each Quarter during the Service Period, the Telephone Company will calculate the applicable Billing Credit (if any) to be applied to the customer's BANs by assigning the FMS Transport Miles (excluding any miles which are disputed or payment is withheld by customer) for each month of the Quarter into Table 1 of (H)(1) preceding, and then applying the corresponding discount based on the assignment of those FMS Transport Miles. Specifically, (i) the first 160,000 FMS Transport Miles and the associated FMS Transport MRCs for each month of the Quarter are assigned into Tier 1 of Table 1 in (H)(1) preceding, and (ii) any miles in excess of 160,000 FMS Transport Miles and the associated FMS Transport MRCs, if any, for that same month of the Quarter are assigned into Tier 2 of Table 1 in (H)(1) preceding. Finally, the discounts set forth in Table 1 of (H)(1) preceding are applied to the assigned FMS Transport MRCs for each month and all such discounted sums are totaled to determine the Billing Credit due for the Quarter. The associated MRCs of any FMS Transport Miles that are unpaid or under dispute at the time of performing this calculation will not be assigned.

(b) Finally, the Billing Credit for FMS Transport Miles determined in (a) preceding will be reduced to reflect any Grooms which exceed the Maximum Monthly Grooms specified in (J) following. For month 1 of Quarter 1, the Billing Credit shall be pro-rated based on the number of days beginning with the date of subscription to the end of such calendar month.

(c) The Telephone Company will then calculate any Billing Credits for IEF Services by multiplying the ten percent (10%) discount specified in (H)(2) preceding by the aggregate amount of all MRC rate elements for IEF Service that is newly ordered and billed during each month.

(d) The calculations specified in (a) through (c) preceding will be repeated for each month in each Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(1) Method of Calculation of the Applicable Billing Credit (Cont'd)

Consider the following illustrative example:

Assume the customer has 154,000 FMS Transport Miles for month 1 of Quarter 2, but otherwise has met the Minimum FMS Transport Miles set forth in (G)(2) preceding. Assume further that the customer had MRCs which were billed in Quarter 1 of $3,000,000, and that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit, the MRC would be calculated as $2,550,000 ($3,000,000 less $450,000). Thus, after the completion of the preceding calculation, the customer has the following distribution of FMS Transport Miles and MRCs for the FMS Channel Mileage Rate Elements:

	Miles	MRC
Mileage band 1	30,000	$ 750,000
Mileage band 2	29,000	800,000
Mileage band 3	95,000	1,000,000
Total	154,000	$2,550,000

After applying the discount from Table 1 of (H)(1) preceding, the calculation yields the following Billing Credits by mileage band:

Mileage band 1 $750,000 x .32 = $240,000

Mileage band 2 $800,000 x .275 = $220,000

Mileage band 3 $1,000,000 x .24 = $240,000

The total Billing Credit is $700,000 ($240,000 plus $220,000 plus $240,000).

(N)

Assume further that the customer had purchased $500,000 of IEF Services MRCs. Also assume that the customer did not exceed the Maximum Monthly Grooms which would otherwise incur a reduction under (J) following. Hence the final billing credits in this example are $700,000 for FMS Channel Mileage and $50,000 for IEF Services. Each of the above calculations would be repeated for each month in a Quarter to arrive at the aggregate Billing Credit for the Quarter.

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(2) Payment of Billing Credits

If the customer is eligible for a Billing Credit as set forth in this Option 37, then, subject to the terms of this Option 37, no later than sixty (60) days after the end of each Quarter during the Service Period, the Telephone Company shall credit the customer's BANs with the applicable Billing Credit(s) as determined in accordance with the terms of this Option 37. The Billing Credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff.

(3) Upfront Billing Credit

No later than thirty (30) days following the date of subscription, and subject to the terms and conditions of this Option 37, the Telephone Company will provide the customer with a one-time Billing Credit of eight-hundred thousand dollars ($800,000), which credit shall be applied by the Telephone Company to specific BANs as agreed to by the customer and the Telephone Company. The Upfront Billing Credit shall not be included in the Billing Credits or calculation of Discounts for Quarter 1.

(4) In calculating the Billing Credit, all of the following requirements shall apply.

(a) The Telephone Company shall not include in the calculation of the Billing Credit any amounts which are unpaid and/or disputed by the customer as of the thirtieth (30^{th}) day following the end of each Quarter. For example, assume that the customer had MRCs which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit (as set forth in (I) preceding, the MRC would be calculated as $2,550,000 ($3,000,000 less $450,000). (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(4) (Cont'd)

(b) To the extent that the customer has any disputes, then the customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) day following the end of each Quarter. Each dispute must be submitted in a manner designated by the Telephone Company and must clearly state next to the circuit ID and amount under dispute the following "Dispute Associated with 2006 Contract Tariff.".

(c) Any amounts or Services that are included in calculation of the Billing Credit will not be subject to any claims or disputes by the customer at any time in the future.

(d) For the purpose of calculating the Billing Credit, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company) or any prior Quarter other than the then current Quarter for which the Billing Credit is being calculated. As an illustrative example, assume that the customer had MRCs for all FMS Channel Mileage Rate Elements which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit (as set forth in (I) preceding), the MRC would be calculated as $2,550,000 ($3,000,000 less $450,000). Assume further that in Quarter 2, the Telephone Company and the customer agree that such billing was partially in error and that the customer should have received a credit of $300,000 for FMS Channel Mileage Rate Elements. Then, in Quarter 2, the Telephone Company shall not include such credit adjustment of $300,000 nor the subsequent debit of $150,000 for purposes of calculating the customer's Billing Credit in Quarter 2. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(J) Limitation on Grooms

In consideration for the terms and conditions set forth herein, the Discounts and Billing Credit offered by the Telephone Company, the customer and the Telephone Company agree to the following:

(1) Commencing on the date of subscriptionand during each month of the Service Period, the Telephone Company shall not be required to perform Grooms of more than twenty-five (25) Special Access circuits per month, of which number no more than two (2) Special Access circuits may be equal to DS3 or greater bandwidth (**Maximum Monthly Grooms**).

(2) The Maximum Monthly Grooms limitation set forth in (J)(1) preceding shall only apply to the following LATAs: 128, 132, 130, 134, 136, 140, 224, 226, 228, 230, 234, 236, 238, 248, 252. When determining the Maximum Monthly Grooms limitation, the Telephone Company shall count all Grooms ordered during the month in any of the operating territories for such LATAs of this tariff and within any of the operating territories specified for such LATAs in the Telephone Company's Tariff F.C.C. No. 14 and/or F.C.C. No. 16. (x) (N) (x)

(x) Issued under authority of Special Permission No. 06-015 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(3) The following types of Grooms shall not be included in the Maximum Monthly Grooms and shall be performed by the Telephone Company in accordance with its normal business practices:

(a) Telephone Company Initiated Grooms: Any Groom initiated by the Telephone Company shall not be included in the number of Maximum Monthly Grooms.

(b) Maintenance Grooms: A circuit that is identified as a Maintenance Groom (as defined below) by the customer, and accepted by the Telephone Company as a Maintenance Groom shall not be included in the number of Maximum Monthly Grooms. A **Maintenance Groom** shall mean a circuit which meets all of the following criteria:

(1) there is no change in the mileage between the original and Groomed circuit; and

(2) the original circuit is experiencing service failures as a result of equipment problems, and grooming will correct such problems; and

(3) the total MRC billed by the Telephone Company to the customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Groom being performed. All Maintenance Grooms shall be subject to review and acceptance by the Telephone Company and the Telephone Company's final decision shall be binding as to whether a specific Groom is a Maintenance Groom, or whether such Groom is to be included in the Maximum Monthly Grooms. The Telephone Company may route such circuit as it deems necessary, and such routing shall be at the Telephone Company's sole discretion.

(c) Optimization Grooms: Any Grooms where (i) there is no change in the mileage between the original and Groomed circuit and (ii) the total MRCs billed by the Telephone Company to the customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Grooming activities having been performed;

(d) Any circuit that is at a bandwidth less than a DS1 level shall not be subject to the Maximum Monthly Grooms limitation. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(4) The customer may submit requests to the Telephone Company to perform Grooms that exceed the Maximum Monthly Grooms during any calendar month, but the Telephone Company shall not be obligated to perform any Grooms in excess of the Maximum Monthly Grooms, unless the customer specifically instructs the Telephone Company in writing to perform Grooms in excess of the Maximum Monthly Grooms. Any Grooms performed by the Telephone Company that are in excess of the Maximum Monthly Grooms shall be subject to the terms of (J)(6) following.

(a) If the customer submits requests to the Telephone Company to perform Grooms that are less than the Maximum Monthly Grooms during any calendar month and there are no other Grooms that are being carried over from prior months, then the customer may "bank" or carryover the additional Grooms that are less than the Maximum Monthly Grooms to a subsequent month or subsequent months of the Service Period. For example, if the customer submits only 20 requests for Grooms in a given month, then the customer may carryover or bank the five (5) Grooms and can use them in successive months. No additional Billing Credit or Discount will be provided for any banked or carried over Grooms which are not used by the end of the Service Period.

(b) If the Telephone Company is unable to complete any of the scheduled Grooms in a given calendar month, and as a result the customer has fewer than the Maximum Monthly Grooms, then the Maximum Monthly Groom for the next successive calendar month of the Service Period shall be increased by the number of Grooms that were not completed by the Telephone Company in the prior month. For example, if the Telephone Company did not complete five (5) Grooms in month 4 of the Service Period, and as a result completed only 20 Grooms in month 4, then the Maximum Monthly Groom for month 5 shall be increased from 25 to 30. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(5) When a Special Access Circuit is channelized, then a request to perform a Groom on such circuit shall mean that all lower bandwidth circuits that ride such higher bandwidth shall each individually be counted as a separate request for Grooming in addition to the higher bandwidth circuit. For example, if a Special Access DS3 service is channelized such that 10 Special Access DS1 circuits ride such a Special Access DS3, then a Groom of such Special Access DS3 circuit will be counted as 11 Grooms in total.

(6) In any given month during the Service Period, if the customer submits one or more requests to the Telephone Company, and the Telephone Company agrees to perform more than the Maximum Monthly Grooms, then the Billing Credit shall be reduced for each Groomed Special Access circuit that is above the Maximum Monthly Groom limitation by an amount set forth in Table 2 below. The reduction charges in Table 2 below will be in addition to any retermination charges currently assessed under this tariff.

Table 2: Reductions in Billing Credits for Exceeding Maximum Monthly Grooms

Length of Special Access Circuit being Groomed	Special Access DS1 Reduction Charge	Special Access DS3 Reduction Charge
1 – 10 Miles	$ 700.00	$ 5,400.00
11 – 20 Miles	1,300.00	10,600.00
21 Miles or greater	2,250.00	17,000.00

(7) No representation or warranty is made by the Telephone Company with respect to the number of Grooms, process, speed, or completion of any Grooms in addition to the Maximum Monthly Grooms, and such additional Grooms shall not be subject to the terms of this Option 37 with respect to any remedies for failure to perform the Grooms. (N)

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21. Contract Tariffs (Cont'd)

21.38 Contract Tariff Option 37 (Cont'd) (N)

(K) Termination of Plan

Subject to the terms set forth in this Section (L), the customer may terminate this Option 37 at any time during the Service Period. The customer must provide written notice of termination at least thirty (30) days prior to the requested date of termination of this Option 37, and termination of this Option 37 shall be deemed to be an automatic termination of Option 40 in FCC 11. (x)

(1) If the customer terminates or cancels this Option 37 within the first six (6) months following (add tariff effective date), then the customer shall pay (no later than thirty (30) days after such date of termination) to the Telephone Company an amount equal to the sum of the following: (i) fifty percent (50%) of all Billing Credits paid up to the date of such termination plus (ii) nine-hundred thousand dollars ($900,000).

(2) If the customer terminates or cancels this Option 37 at any time on or after the seventh (7th) month following the date of subscription, then the customer shall pay (no later than thirty (30) days after such date of termination) to the Telephone Company an amount equal to the sum of the following: (i) twenty-five percent (25%) of all Billing Credits paid up to the date of such termination plus (ii) four-hundred thousand dollars ($400,000). (N)

(x) Issued under authority of Special Permission No. 06-015 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.39 Contract Tariff Option 38 (N)

(A) Scope

(1) Contract Tariff Option 38 (**Option 38**) provides a transitional billing credit for certain monthly recurring rates assessed during a conversion (as described below) from Special Access Verizon Dedicated SONET Ring (DSR) service(s) to Special Access IntelliLight® Optical Transport Service (IOTS).

(2) DSR is described in Section 23.1 following. IOTS is described in Section 7.2.14(C)(4) preceding.

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 38.

(1) A customer must subscribe to Option 38 by submitting a written authorization in a manner designated by the Telephone Company during the sixty day (60) period that begins on May 9, 2006 and ends on July 8, 2006 (**Subscription Period**).

(2) The customer must place an order for a conversion from DSR to IOTS. For each conversion of DSR to IOTS that is ordered, the customer must meet all of the following requirements.

(a) A conversion under this Option 38 is the replacement of one (1) or two (2) in-service DSRs which are equipped with enhanced nodes or with nodes that are not enhanced (**the existing DSR(s)**) with a single IOTS (**the replacing IOTS**). At the customer's option, the replacing IOTS may also include a new DSR that utilizes IOTS SONET optical transport channels as the backbone transmission facilities between the DSR enhanced nodes (**the new DSR**). The new DSR is subject to the DSR requirements set forth in Section 23.1 following and to the IOTS requirements set forth in Section 7.2.14(C)(4) preceding as they apply to connecting DSR to IOTS.

(b) For each existing DSR being converted, the replacing IOTS must include a SONET optical transport channel that has an optical carrier rate equal to, or greater than, the optical carrier rate of the existing DSR. For example, when converting one (1) existing Optical Carrier 12 (OC12) DSR to IOTS, the IOTS must include a SONET optical transport channel with an optical carrier rate of OC12 or greater.

(c) The existing DSR(s) must have been purchased under Section 23.1 following or under another contract tariff option in this Section 21. (N)

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21. Contract Tariffs (Cont'd)

21.39 Contract Tariff Option 38 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(2) (Cont'd)

(d) The commitment period for the term plan of the replacing IOTS must extend beyond the expiration date of the commitment period for the term plan of the existing DSR as follows:

(1) When converting one existing DSR to IOTS, the commitment period for the term plan of the replacing IOTS (as selected under Section 7.2.14(C)(4) preceding or under another contract tariff option in this Section 21) must have an expiration date that extends beyond the expiration date of the commitment period for the term plan of the existing DSR.

(2) When converting two existing DSRs to a single IOTS, the commitment period for the term plan of the replacing IOTS (as selected under Section 7.2.14(C)(4) preceding or under another contract tariff option in this Section 21) must have an expiration date that extends beyond the expiration date of the commitment period for the DSR term plan with the later expiration date.

(e) The replacing IOTS must be within the same operating territory as the existing DSR(s) and must be configured as follows.

(1) Where one existing DSR is converted to IOTS, the replacing IOTS must have at least one (1) customer premises node location and one (1) CO node location in common with the existing DSR being replaced.

(2) Where two existing DSRs are converted to a single IOTS, the replacing IOTS must have at least one (1) customer premises node location and one (1) CO node location in common with either of the existing DSR(s) being replaced.

(C) Serving Area

(1) The serving area of Option 38 consists of the Phase I and Phase II Metropolitan Statistical Areas (**MSAs**) of this tariff. Wire centers within the Phase II MSAs of this tariff are set forth in Section 14.7 preceding.

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of the replacing IOTS subscribed to under this Option 38 will apply and be included in this Option 38. (N)

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21. Contract Tariffs (Cont'd)

21.39 Contract Tariff Option 38 (Cont'd) (N)

(D) Terms and Conditions

(1) Except as set forth in this Section 21.39, the terms and conditions applicable to Special Access IOTS, as set forth in Section 7.2.14(C)(4) preceding also apply.

(2) Upon completion of the conversion, and regardless of the actual time taken to complete the conversion, a transitional billing credit applies as follows.

(a) two (2) months of transitional billing credit equal to fifty percent (50%) of the recurring monthly rates for the node, high speed pass-through interface, amplification and mileage Special Access rate elements of the replacing IOTS will apply; and

(b) two (2) months of transitional billing credit equal to fifty percent (50%) of the recurring monthly rates for the node, high speed pass-through interfaces, and mileage Special Access rate elements of the existing DSR(s) will apply.

(c) When the replacing IOTS also includes a new DSR that utilizes IOTS SONET optical transport channels as the transmission facilities between the DSR enhanced nodes, transitional billing credit is not applicable to the enhanced nodes for such new DSR.

(d) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 38; however, only the Special Access portion of such existing DSR(s) or replacing IOTS is eligible for the transitional billing credit.

(e) The conversion from DSR to IOTS is complete when all circuits on the existing DSR(s) are disconnected and the SONET optical transport channels on the replacing IOTS (as required under (B)(2)(b) preceding) are installed and operational on the replacing IOTS, and the existing DSR(s) are disconnected.

(3) For each conversion the customer subscribes to under this Option 38, the commitment period of the term plan for the replacing IOTS (as selected by the customer under Section 7.2.14(C)(4) preceding or the applicable contract tariff option under this Section 21) will be extended by two (2) months beyond the selected commitment period (**extended commitment period**). (N)

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21. Contract Tariffs (Cont'd)

21.39 Contract Tariff Option 38 (Cont'd) (N)

(D) Terms and Conditions (Cont'd)

(4) Subscription to Other Contract Tariff Options

A customer subscribing an IOTS to this Option 38 may concurrently subscribe that same IOTS to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the commitment period, which tariff arrangement, contract tariff option, special service arrangement, or ICB allows subscription to IOTS.

(5) Termination liability will not apply to disconnection of the existing DSR(s) when the conditions set forth in (B)(2) preceding and Section 7.2.14(C)(4)(f) preceding or the applicable contract tariff option in this Section 21 are met. The customer will remain responsible for any outstanding minimum period obligations on services connected to the existing DSR(s) as they may apply under Section 5.2.5 preceding.

(6) During the extended commitment period (as set forth in (D)(3) preceding) for the replacing IOTS, the customer is subject to termination liability under Section 7.2.14(C)(4)(e) preceding or the applicable contract tariff option in this Section 21 if service subscribed to under this Option 38 is discontinued prior to the end of the extended commitment period. (N)

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21. CONTRACT TARIFFS (Cont'd)

21.40 Contract Tariff Option 39 (N)

(A) Scope

(1) Contract Tariff Option 39 (**Option 39**) is an offering exclusively for:

- a new installation of Optical Carrier 12 (OC12), Optical Carrier 48 (OC48) or Optical Carrier 192 (OC192) Special Access Verizon Dedicated SONET Ring service (**DSR**) as described in Section 23.1 following when such new installation of DSR is ordered under a 5-year term plan (**new DSR**); or
- an upgrade of DSR to a DSR of a higher optical carrier rate when such upgrade is ordered under a 5-year term plan and in accordance with (B)(3)(b) and Section 23.1 following (**upgrade of DSR**); or
- a renewal to a 5-year commitment period for an existing DSR at OC12, OC48, or OC192 when such existing DSR is still in-service under a 3-year or a 5-year term plan that has (i) already expired and the customer did not select a new plan under Section 23.1(D)(2) following or extend the expiring commitment period under Section 23.1(I) following; or (ii) that will expire during the subscription period described in (B)(1) following (collectively, **renewal of DSR**).

(2) Option 39 provides discounted monthly rates for a new DSR, an upgrade of DSR, or a renewal of DSR when ordered in accordance with the terms of this Option 39. Switched Access DSR rate elements as set forth in Section 23.1 following are not eligible for the Option 39 rates and charges set forth in (H) following.

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 39.

(1) A customer must subscribe to Option 39 by submitting a written authorization in a manner designated by the Telephone Company during the twelve (12) month period that begins on May 13, 2006 and ends on May 12, 2007 (**Subscription Period**).

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the Option 39 rates and charges set forth in (H) following, unless the later service date is designated by the Telephone Company. (N)

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21. CONTRACT TARIFFS (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(3) A customer must order a new DSR, an upgrade of DSR, or a renewal of DSR, as applicable, in accordance with this Option 39 and during the Subscription Period specified in (B)(1) preceding.

(a) Except when ordering an upgrade of DSR as set forth in (B)(3)(b) following, a new DSR does not include a DSR service that was subscribed to under another contract tariff option in this Section 21 or that was disconnected from its current location and installed as new at that same location.

(b) Upgrades

(1) An upgrade of an existing DSR service to a DSR with a greater optical carrier rate under this Option 39 is subject to all of the following requirements.

(a) One (1) or two (2) existing DSRs (**the old DSR(s)**) must be replaced with a single DSR of greater capacity (**the new DSR**) than the combined capacity of the old DSR(s) being replaced (e.g., an OC12 old DSR can be upgraded to a new OC48 DSR or to a new OC192 DSR, or two OC12 old DSRs can be upgraded to a new OC48 DSR) and the new DSR must be ordered with a 5-Year term plan; and

(b) The Service Period for the new DSR shall commence with the date that the new DSR is available for use by the customer; and

(c) When upgrading one old DSR to a new DSR, the expiration date of the 5-year Service Period for the new DSR must be a later date than the date that the term plan for the old DSR would have expired. When upgrading two old DSRs to a new DSR, the expiration date of the 5-year Service Period for the new DSR must be a later date than the date that the term plan for the old DSR with the later expiration date would have expired; and

(d) The new DSR must have at least one (1) customer premises node location and one (1) CO node location in common with each of the old DSR(s); and

(e) When two (2) old DSRs are upgraded to a new DSR, the aggregate amount of all monthly charges for the nodes and ports included in the Service Period of the new DSR must be at least twenty-five percent (25%) greater than the aggregate amount of monthly charges remaining in the commitment period for the nodes and ports of the old DSRs being disconnected.

(f) The customer must specify in its order for service whether or not the transitional billing option as set forth in (G)(5) following will apply for the upgrade. (N)

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21. CONTRACT TARIFFS (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(3) (Cont'd)

(b) Upgrades (Cont'd)

(2) The following types of changes are not considered upgrades under this Option 39 and are not eligible for the Option 39 discount:

- A change of an existing DSR using nodes that are not enhanced to a DSR of the same optical carrier rate that uses enhanced nodes (e.g., an existing OC12 DSR using nodes that are not enhanced which is replaced with a new OC12 DSR with enhanced nodes is not an upgrade)
- The addition of one (1) or more port(s) or node(s) to an existing DSR service
- Two (2) existing DSRs that are replaced with one (1) new DSR of the same OC rate (e.g., 2 existing OC12 DSRs that are replaced with 1 new OC12 DSR is not an upgrade or 1 existing OC3 DSR and 1 existing OC12 DSR that are replaced with 1 new OC12 DSR is not an upgrade)
- An existing DSR that is replaced with a new DSR of the same optical carrier rate but is configured with an additional node(s) (e.g., an existing OC12 DSR with ten (10) nodes that is replaced by a new OC12 DSR with eleven (11) nodes is not an upgrade). (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 39 consists of the Metropolitan Statistical Areas (**MSAs**) set forth in (C)(1)(a) and (b) following.

(a) In the following MSAs, the Option 39 discount will be applied to all of the eligible rate elements for the service as specified in (E) following.

Allentown-Bethlehem-Easton PA	MSA #58
Altoona PA	MSA #225
Baltimore MD	MSA #14
Charleston WV	MSA #140
Hagerstown MD	MSA #257
Harrisburg-Lebanon-Carlisle PA	MSA #84
Huntington-Ashland WV-KY-OH	MSA #110
Lancaster PA	MSA #105
Lynchburg VA	MSA #203
New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Norfolk-Virginia Beach-Portsmoth VA/NC	MSA #43
Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Richmond VA	MSA #59
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA	MSA #56
Sharon PA	MSA #238
State College PA	MSA #259
Vineland-Millville-Bridgeton NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport PA	MSA #251
Wilmington-Newark DE-MD	MSA #69

(b) In the following MSAs, the Option 39 discount will be applied to all eligible rate elements for the service as specified in (E) following, with the exception of nodes located at an End User designated premises.

Atlantic-Cape May NJ	MSA #134
New Brunswick-Perth Amboy-Sayerville NJ	MSA #62
Wheeling WV-OH	MSA #178

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of a DSR subscribed to under this Option 39 will apply beginning on the effective date of such change and continue through the end of the commitment period. When such change results in an increase or decrease to the rates applicable to the DSR under this Option 39, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(D) Service Period

The Service Periods for DSR that is subscribed to this Option 39 are as follows:

(1) The **Service Period for a new DSR or a renewal of DSR** that is subscribed to this Option 39 is sixty (60) months. The Service Period for a new DSR or a renewal of DSR may be extended under (D)(8) following.

(2) The **Service Period for an upgrade of DSR** that is subscribed to this Option 39 is sixty (60) months. The customer may elect the transitional billing option set forth in (G)(5) following for an upgrade of DSR, in which case the Service Period is extended to sixty-two (62) months. The Service Period for an upgrade of DSR may be extended under (D)(8) following.

(3) The applicable Service Period set forth in (D)(1) or (D)(2) preceding is applicable to the enhanced nodes, partial ring high speed (pass-through) interfaces, and mileage of each DSR that is subscribed to under this Option 39. The Service Period is that period of time during which the rates set forth in (H) following apply, and is in lieu of the 5-year commitment period specified in Section 23.1 following.

(4) The Service Period for a new DSR under (D)(1) preceding or the replacing DSR for an upgrade of DSR under (D)(2) preceding commences with the date that billing for the new or replacing DSR begins and ends sixty (60) months later unless otherwise extended due to the addition of a node under (D)(8) following or by the customer's election of transitional billing option under (G)(5) following.

(5) The Service Period for a renewal of DSR under (D)(1) preceding whose commitment period expired prior to May 13, 2006 commences with the date of subscription to this Option 39 and continues for sixty (60) months unless otherwise extended due to the addition of a node under (D)(8) following or by the customer's election of the transitional billing option under (G)(5) following.

(6) The Service Period for a renewal of DSR under (D)(1) preceding whose commitment period expires during the subscription period specified in (B)(1) preceding commences on the later of the first day following the expiration date of the commitment period for the expiring term plan or the date the customer elects to renew the DSR under Option 39 and ends sixty (60) months later unless otherwise extended due to the addition of a node under (D)(8) following. For example, the Service Period for a DSR that is due to expire May 27, 2006 and is renewed in accordance with this Option 39 prior to May 27, 2006 shall commence on May 28, 2006. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(D) Service Period (Cont'd)

(7) During the applicable Service Period, the customer is subject to termination liability under (G)(6) following if service under this Option 39 is discontinued prior to the end of the Service Period or a port purchased under Section 23.1 following is discontinued prior to the end of the Service Period for the associated DSR.

(8) Node Additions

(a) General

An additional node(s) may be added to a DSR that is subscribed to this Option 39 at any time prior to the end of the Service Period as determined in (D)(1) or (D)(2) preceding.

(b) Nodes Ordered During Subscription Period

Additional nodes ordered after the initial installation or establishment of DSR under this Option 39 and during the subscription period specified in (B)(1) preceding will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. The rates and charges for such additional nodes are the rates and charges set forth in (H) following. Such additional node(s) are also subject to termination liability under (G)(6) following when disconnected prior to the end of the Service Period.

(c) Nodes Added After the Subscription Period and Prior to Month 36 or Month 38 of the Service Period

Nodes added after the subscription period and prior to completion of the first thirty-six (36) months of the Service Period (or thirty-eight (38) months of the Service Period for DSRs ordered with the transitional billing option) will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. Such added nodes will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) and are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of service or at any time prior to the end of the subscription period) and other eligible rate elements will be the rates specified in (H) following during the Extended Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(D) Service Period (Cont'd)

(8) Node Additions (Cont'd)

(d) Nodes Added After Month 36 or Month 38 of the Service Period

Nodes added after the first 36 months of the Service Period (or after the first 38 months of the Service Period for DSR ordered with the transitional billing option) require that the applicable Service Period for the entire DSR be extended by twenty-four (24) months thereby making the expiration date for the additional node(s) coterminous with the expiration date for the remainder of the service (**Extended Service Period**). The additional node(s) will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) and to termination liability under (G)(6) following for early discontinuance of service. Such nodes are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of service or at any time prior to the end of the subscription period) and other eligible rate elements will be the rates specified in (H) following during the Extended Service Period.

(E) The following DSR rate elements and service configurations are eligible for the rates and charges specified in (H) following.

(1) DSR rate elements that are eligible for the rates and charges specified in (H) following are:

- Enhanced nodes (OC12, OC48, OC192), including subtending nodes
- Mileage (OC12, OC48, OC192)
- Pass Through Interface, Per Interface (OC12, OC48, OC192)

(2) Both full ring and partial ring service configurations may be subscribed to this Option 39.

(F) Application of Rates and Charges

(1) The rates and charges for this Option 39 as set forth in (H) following apply for the eligible rate elements set forth in (E)(1) preceding during the applicable Service Period or Extended Service Period for DSRs subscribed to this Option 39.

(2) When DSR service under this Option 39 is provided within the New York and New Jersey Corridor, billing for the rates and charges under this Option 39 are further subject to the requirements set forth in Section 2.4.7 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(G) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following, apply to the DSR services subscribed to under this Option 39.

(1) The Option 39 rates set forth in (H) following will apply only for the duration of the Service Period set forth in (D)(1) or (D)(2) preceding or the Extended Service Period set forth in (D)(8)(d) preceding. If the customer renews or extends the commitment period for such DSR in accordance with Section 23.1 following, or if the customer does not take any action after expiration of the applicable Service Period, then in each case, the rates and charges set forth in (H) following shall not apply during such period following expiration of the applicable Service Period.

(2) For nodes added prior to the end of the subscription period (i.e., nodes ordered in accordance with Section (D)(8)(b) preceding), the rates set forth in (H) following will be used to calculate termination liability charges (as set forth in (G)(6) following) as they apply under this Option 39 and other sections of this tariff. For all other nodes, the rates set forth in Section 23.1(L) following (as determined in accordance with Section 14.7 preceding) are used.

(3) Work Activity Ordered on DSR Subscribed to Option 39

(a) With the exception of adding a node under (D)(8) preceding, removing a node of a DSR service subscribed to under this Option 39, or adding or removing ports under (G)(3)(b) following, any replacements, rearrangements, or other physical change to the service subscribed to Option 39 will result in cancellation of the customer's subscription to this Option 39 for that service, in which case the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) will apply for the balance of the Service Period for the affected DSR. If the addition or removal of a node results in an increase or decrease in the total number of miles around the circumference of the ring, the rates set forth in (H) following will continue to apply to such increase or decrease in the mileage rate element.

(b) At any time during the Service Period or Extended Service Period, as applicable, the customer may add or remove ports to the DSR service subscribed to under this Option 39 in accordance with Section 23.1 following, except that such ports will be subject to termination liability under (G)(6) following. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(4) Subscription to Other Contract Tariff Options

(a) A customer subscribing to DSR services under this Option 39 may concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services.

(b) Notwithstanding (G)(4)(a) preceding, the customer may not concurrently subscribe any DSR rate element that receives the Option 39 discount to any other contract tariff, unless subscription of such DSR is explicitly allowed under that contact tariff option. Upon subscription to another contract tariff option, the rates set forth in (H) following will cease, unless explicitly allowed to continue under the other contract tariff option.

(5) Transitional Billing

(a) At the time of ordering an upgrade of DSR under (B)(3)(b) preceding, a customer requesting the transitional billing option must specify such option in its order for service. In doing so, the Service Period under this Option 39 is extended to 62 months and the customer will receive two (2) months of transitional billing credit for an upgrade of DSR with a higher capacity rate. Transitional billing credit is described in (G)(5)(b) following and will be applied when the requirements set forth herein are met.

(b) Transitional billing credit is applied for two (2) months at fifty percent (50%) of the monthly recurring charges for the node, partial ring high speed (pass-through) interface, and mileage rate elements on each existing DSR service, as applicable, and 50% of the monthly recurring charges for the enhanced node, partial ring high speed (pass-through) interface, and mileage rate elements on each replacing DSR (the DSR that is subscribed to this Option 39) for which the customer orders the transitional billing option. Transitional billing credit is not applicable to ports or to any other rate element associated with the existing DSR or the replacing DSR. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(6) Termination Liability

(a) Termination liability will not apply to termination of an existing DSR commitment period when such DSR is upgraded under (B)(3)(b) and Section 23.1 following.

(b) Termination liability will apply if the DSR subscribed to this Option 39, a portion of the DSR subscribed to this Option 39, or a port purchased under Section 23.1 following is terminated prior to the end of the applicable Service Period or Extended Service Period specified in (D) preceding as follows.

(1) Where the Service Period is sixty (60) months and the DSR, a portion of the DSR, or port is cancelled within the first thirty-six (36) months of the Service Period, termination liability applies at 100% of the monthly recurring charge for the affected node, partial ring high speed (pass-through) interface, and port rate elements only beginning with the date of disconnection and continuing through the end of the first thirty-six (36) months of the 60 month Service Period.

(2) Where the Service Period is sixty-two (62) months and the DSR, a portion of the DSR, or port is cancelled within the first thirty-eight (38) months of the Service Period, termination liability applies at 100% of the monthly recurring charge for the affected node, partial ring high speed (pass-through) interface, and port rate elements only beginning with the date of disconnection and continuing through the end of the first thirty-eight (38) months of the 62 month Service Period.

(3) When calculating termination liability under (G)(6)(b)(1) or (2) preceding for the node or high speed (pass-through) interface rate elements, the rates set forth in (H) following are used in the calculation. When calculating the termination liability charge on ports, the rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) are used in the calculation.

(c) Termination liability does not apply if the DSR subscribed to this Option 39, a portion of the DSR subscribed to this Option 39, or a port purchased under Section 23.1 following is cancelled after the first 36 months of a 60 month Service Period, or after the first 38 months of a 62 month Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(7) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 39; however, only the Special Access portion of such DSR is eligible for the rates set forth in (H) following.

(8) Expiration of Service Period

Upon completion of the Service Period or Extended Service Period for this Option 39, as applicable, the customer subscription to this Option 39 is terminated and the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the DSR service on a monthly basis at the 5-year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(d) In the event that the customer does not make an election of (G)(8)(a) through (c) preceding, the customer's subscription to the new or upgraded DSR will continue in accordance with (G)(8)(c) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.40 Contract Tariff Option 39 (Cont'd) (N)

(H) Rates and Charges

The following rates will apply for the DSR rate elements specified in (E) preceding when that DSR is subscribed to this Option 39. Such rates will continue through the end of the Service Period set forth in (D)(1) preceding or the Extended Service Period set forth in (D)(8)(d) preceding. The rates and charges that apply to such DSR rate elements after the end of the Service Period or Extended Service Period and for any other rate not shown, whether for the DSR or for a service connected to such DSR, are the rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) **Enhanced Nodes**, per node		
OC12 Enhanced Node	$2,160.00	None
OC48 Enhanced Node	3,683.20	None
OC192 Enhanced Node	5,980.00	None
(2) **Partial Ring High Speed (Pass-through) Interfaces**, per interface		
OC12 Interface	$2,160.00	None
OC48 Interface	3,683.20	None
OC192 Interface	5,980.00	None

	Monthly Rates
(3) Ring **Mileage**, per mile	
OC12	$287.20
OC48	450.00
OC192	831.35 (N)

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21. CONTRACT TARIFFS (Cont'd)

21.41 Contract Tariff Option 40 (N)

(A) Scope

(1) Contract Tariff Option 40 (**Option 40**) provides discounted rates and charges to certain rate elements of Special Access Verizon Dedicated SONET Ring service (**DSR**). In order to receive the discounted rates and charges, a customer must order an upgrade of Special Access Optical Carrier 3 (**OC3**), Optical Carrier 12 (**OC12**) or Optical Carrier 48 (**OC48**) DSR to Special Access Optical Carrier 192 (**OC192**) DSR and in accordance with the terms and conditions set forth herein (**upgrade to OC192 DSR**).

(2) Each upgrade to OC192 DSR that is subscribed to this Option 40 shall receive the discounted rates set forth in (H) following. Switched Access DSR rate elements as set forth in Section 23.1 following are not eligible for the rates and charges set forth in (H) following.

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 40.

(1) A customer must subscribe to Option 40 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period that begins on May 13, 2006 and ends on June 12, 2006 (**Subscription Period**).

(2) A customer must order an upgrade to OC192 DSR during the Subscription Period specified in (B)(1) preceding.

(3) The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the Option 40 rates and charges set forth in (H) following, unless the later service date is designated by the Telephone Company. (N)

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21. CONTRACT TARIFFS (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(4) Each upgrade under this Option 40 is subject to all of the following:

(a) An upgrade under this Option 40 is defined as the replacement of two (2) in-service OC3, OC12 or OC48 DSRs (collectively, **the old DSRs**) with a new OC192 DSR. The old DSRs to be converted can be any combination of OC3, OC12 and OC48.

(b) The new OC192 DSR must use enhanced nodes.

(c) The new OC192 DSR must be ordered and configured with at least sixty-five (65) equivalent Synchronous Transport Signal 1 (**STS-1**) SONET services and such minimum SONET capacity must be at least twenty percent (20%) greater than the combined equivalent STS-1 SONET capacity of the old DSRs.

(d) The new OC192 DSR will have a Service Period as set forth in (C) following. The applicable Service Period for the new OC192 DSR must have an expiration date that extends beyond the expiration date of the old DSR with the later expiration date.

(e) The new OC192 DSR must have at least one (1) customer premises node location and one (1) CO node location in common with each of the old DSR(s).

(f) The aggregate amount of all monthly charges associated with the node and port rate elements for the entire Service Period of the new OC192 DSR must be at least twenty-five percent (25%) greater than the aggregate amount of monthly charges associated with the node and port rate elements remaining in the commitment period of the old DSRs.

(g) The customer must specify in its order for service whether or not the transitional billing option as set forth in (G)(5) following will apply for the upgrade.

(h) For all other upgrades, the requirements and rates set forth in Section 23.1 following apply in lieu of the requirements and rates set forth in this Option 40. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd)

(C) Serving Area

(1) The serving area of Option 40 consists of the Metropolitan Statistical Areas (**MSAs**) set forth in (C)(1)(a) and (b) following.

(a) In the following MSAs, the Option 40 discounted monthly rates will be applied to all of the eligible rate elements for the service as specified in (E) following. (T)

Allentown-Bethlehem-Easton PA	MSA #58
Altoona PA	MSA #225
Baltimore MD	MSA #14
Charleston WV	MSA #140
Hagerstown MD	MSA #257
Harrisburg-Lebanon-Carlisle PA	MSA #84
Huntington-Ashland WV-KY-OH	MSA #110
Lancaster PA	MSA #105
Lynchburg VA	MSA #203
New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Norfolk-Virginia Beach-Portsmouth VA/NC	MSA #43
Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Richmond VA	MSA #59
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA	MSA #56
Sharon PA	MSA #238
State College PA	MSA #259
Vineland-Millville-Bridgeton NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport PA	MSA #251
Wilmington-Newark DE-MD	MSA #69

(b) In the following MSAs, the Option 40 discounted monthly rates will be applied to all eligible rate elements for the service as specified in (E) following, with the exception of nodes located at an End User designated premises. (T)

Atlantic-Cape May NJ	MSA #134
New Brunswick-Perth Amboy-Sayerville NJ	MSA #62
Wheeling WV-OH	MSA #178

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of new OC192 DSR subscribed to under this Option 40 will apply beginning on the effective date of such change and continuing through the end of the commitment period.

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(D) Service Period

(1) The service period for each new OC192 DSR that is subscribed to this Option 40 is sixty-six (66) months, unless the Transitional Billing Option as set forth in (G)(5) following is ordered in which case the service period is extended to seventy-two (72) months (**Service Period**) or the Service Period is extended due to the addition of a node(s) under (D)(5)(d) following (**Extended Service Period**).

(2) The Service Period set forth in (D)(1) preceding is applicable to the enhanced nodes, partial ring high speed (pass-through) interfaces, mileage and ports of each new OC192 DSR that is subscribed to this Option 40. The Service Period is that period of time during which the rates set forth in (H) following apply, and is in lieu of the 5-year commitment period specified in Section 23.1 following.

(3) The Service Period under this Option 40 commences with the date that billing for the new OC192 DSR begins and ends sixty-six (66) months later, unless the customer elects the transitional billing option under (G)(5) following in which case the Service Period ends seventy-two (72) months later. The Service Period may also be extended under (D)(5)(d) following.

(4) During the Service Period or Extended Service Period, as applicable, the customer is subject to termination liability under (G)(2) following if service under this Option 40 is discontinued prior to the end of the applicable Service Period or Extended Service Period.

(5) Additions of Service

(a) An additional node(s) may be ordered for a new OC192 DSR that is subscribed to this Option 40 at any time prior to the end of the Service Period. Except as set forth in (D)(5)(b) through (e) following, the addition of a node(s) is subject to the requirements set forth in Section 23.1 following.

(b) Nodes ordered after the initial installation of the new OC192 DSR under this Option 40 and during the subscription period specified in (B)(1) preceding will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. The rates and charges for such additional node(s) are the rates and charges set forth in (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(D) Service Period (Cont'd)

(5) Additions of Service (Cont'd)

(c) Nodes ordered after the subscription period and prior to completion of the first forty-two (42) months of the Service Period (when the new OC192 DSR is ordered without the transitional billing option) or forty-eight (48) months of the Service Period (when the new OC192 DSR is ordered with the transitional billing option) will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. Such nodes will be subject to the rates and charges set forth in Section 23.1(L) following (as determined in accordance with Section 14.7 preceding) and to termination liability under Section 23.1(E) following for early discontinuance of service. Such nodes are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of the new OC192 DSR or added prior to the end of the subscription period) and for other eligible rate elements (e.g., mileage, ports) will be the rates specified in (H) following during the Service Period.

(d) Nodes added after the first forty-two (42) months of the Service Period (when the replacing OC192 is ordered without the transitional billing option) or after the first forty-eight (48) months of the Service Period (when the replacing OC192 is ordered with the transitional billing option) require that the applicable Service Period for the entire OC192 DSR be extended by twenty-four (24) months thereby making the expiration date for the additional node(s) coterminous with the expiration date for the remainder of the service (**Extended Service Period)**. The additional node(s) will be subject to the rates and charges set forth in Sect ion 23.1(L) following (as determined in accordance with Section 14.7 preceding) and to termination liability under Section 23.1(E) following for early discontinuance of service. Such nodes are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of service or at any time prior to the end of the subscription period) and other eligible rate elements will be the rates specified in (H) following during the extended Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(D) Service Period (Cont'd)

(5) Additions of Service (Cont'd)

(e) During the Extended Service Period, the added node(s) will be subject to the rates and charges set forth in Section 23.1(L) following (as determined in accordance with Section 14.7 preceding) and to termination liability under (G)(2) following for early discontinuance of service. Such nodes are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of the new OC192 DSR or added prior to the end of the subscription period) and for other eligible rate elements (e.g., mileage, ports) will be the rates specified in (H) following during the extended Service Period.

(E) The following DSR rate elements and service configurations are eligible for the rates and charges specified in (H) following.

(1) DSR rate elements that are eligible for the rates and charges specified in (H) following are:

- OC192 Enhanced nodes
- OC192 Mileage
- OC192 High Speed (pass-through) Interface
- Ports as specified in (H) following. For all other ports not shown in (H) following, the rates and charges set forth in Section 23.1(L) following apply.

(2) Both full ring and partial ring service configurations may be subscribed to this Option 40.

(F) Application of Rates and Charges

(1) The rates and charges for this Option 40 as set forth in (H) following apply for the eligible rate elements set forth in (E)(1) preceding during the applicable Service Period or Extended Service Period for new OC192 DSRs subscribed to this Option 40.

(2) The nonrecurring charges for ports under this Option 40 are differentiated by whether or not the ports are installed coincident with the initial installation of the new OC192 DSR or at any time subsequent to the initial installation. Additionally, such nonrecurring charges are applied on a First and Additional basis in accordance with Section 23(D)(3)(a) following. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(G) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability under Section 23.1 following, apply to new OC192 DSR subscribed to under this Option 40.

(1) The Option 40 rates and charges set forth in (H) following will apply for the duration of the Service Period set forth in (D)(1) preceding or the Extended Service Period set forth in (D)(5)(d) preceding. If the customer renews or extends the commitment period for such new OC192 DSR in accordance with Section 23.1 following, the rates and charges set forth in (H) following do not apply during such period of renewal or extension.

(2) Termination Liability

(a) When a new OC192 DSR or any rate element associated with such new OC192 DSR is discontinued prior to the end of the Service Period or Extended Service Period, as applicable, termination liability applies as follows.

(1) For nodes and high speed (pass-through) interfaces ordered with the initial installation of service or at any time prior to the end of the subscription period, termination liability applies in accordance with Section 23.1(E) following except that such termination liability charges will be calculated using the rates set forth in (H) following.

(2) For nodes and high speed (pass-through) interfaces ordered after the end of the subscription period, termination liability applies in accordance with Section 23.1(E) following and is calculated using the rates set forth in Section 23.1(L) following.

(3) Termination liability charges do not apply to the mileage rate element.

(4) Termination liability does not apply to ports purchased under this Option 40. However, each port purchased under this Option 40 is subject to one (1) month of minimum billing (for billing purposes one month is thirty (30) days of billing). For example, assume that an OC3 port is ordered on May 30, 2006 and disconnected on June 10, 2006. The customer will be billed a minimum of one month for such port without any prorated adjustment for the period beginning May 30, 2006 and ending June 29, 2006. Service connecting to a port purchased under this Option 40 is subject to minimum period requirements and termination liability as they apply to such connecting service under other sections of this tariff.

(b) Termination liability will not apply to cancellation of the term plan on an old DSR when such old DSR term plan is discontinued for the purpose of upgrading to a new OC192 DSR under this Option 40 and Section 23.1 following. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd)

(G) Terms and Conditions (Cont'd)

(3) Work Activity Ordered on New OC192 DSR Subscribed to Option 40

(a) With the exception of adding a node under (D)(5) preceding, removing a node of a new OC192 DSR subscribed to under this Option 40, or adding or removing ports under (G)(3)(b) following, any replacements, rearrangements, or other physical change to the service subscribed to Option 40 will result in cancellation of the customer's subscription to this Option 40 for that new OC192 DSR, in which case the rates and charges set forth in Section 23.1(L) following (as determined in accordance with Section 14.7 preceding) will apply for the balance of the commitment period for the affected new OC192 DSR. If the addition or removal of a node, in accordance with (D)(5) preceding, results in an increase or decrease in the total number of miles around the circumference of the ring, the rates set forth in (H) following will continue to apply to such increase or decrease in the mileage rate element.

(b) At any time during the Service Period or Extended Service Period, as applicable, the customer may add ports at the rates and charges set forth in (H) following. At any time during the Service Period or Extended Service Period, as applicable, the customer may remove ports in accordance with Section 23.1 following, except that such ports will be subject to minimum billing of one (1) month and not subject to termination liability as it would otherwise apply under Section 23.1 following.

(4) Subscription to Other Contract Tariff Options

(a) A customer subscribing to new OC192 DSR under this Option 40 may concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the commitment period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services.

(b) Except as set forth in (G)(4)(a) preceding, the customer may not subscribe any DSR rate element that receives the Option 40 discounted monthly rates to any other contract tariff, unless subscription of such DSR is explicitly allowed under that contact tariff option. (T)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(5) Transitional Billing

(a) At the time of ordering an upgrade of DSR under this Option 40, a customer requesting the transitional billing option must specify such option in its order for service. In doing so, the Service Period under this Option 40 shall be seventy-two (72) months and the customer will receive six (6) months of transitional billing credit upon completion of the upgrade, regardless of the actual time taken for the upgrade. Transitional billing credit is described in (G)(5)(b) following and will be applied when the requirements set forth herein are met.

(b) Transitional billing credit is applied for 6 months at fifty percent (50%) of the monthly recurring charges for the node, partial ring high speed (pass-through) interface and mileage rate elements on each old DSR service, as applicable, and 50% of the monthly recurring charges for the enhanced node, partial ring high speed (pass-through) interface and mileage rate elements on each new OC192 DSR for which the customer has ordered the transitional billing option. Transitional billing credit is not applicable to ports or to any other rate element associated with the old DSR(s) or the new OC192 DSR.

(6) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 40; however, only the Special Access portion of such DSR is eligible for the rates and charges set forth in (H) following.

(7) Expiration of Service Period

Upon completion of the Service Period or Extended Service Period for this Option 40, as applicable, the customer's subscription to this Option 40 is terminated and the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the service on a monthly basis at the 5-year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(d) In the event that the customer does not make an election of (G)(7)(a) through (c) preceding, the customer's subscription to the new OC192 DSR will continue in accordance with (G)(7)(c) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(H) Rates and Charges

The following rates and charges will apply for the rate elements specified in (E) preceding of each new OC192 DSR that is subscribed to this Option 40. Rates and charges in this Section (H) will continue through the end of the Service Period set forth in (D)(1) preceding or the Extended Service Period set forth in (D)(5)(d) preceding. The rates and charges that apply to such new OC192 DSR rate elements after the end of the Service Period or Extended Service Period, as applicable, or to any other rate element not shown, whether for the new OC192 DSR or for a service connected to such new OC192 DSR, are the 5-Year rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) OC192 Enhanced Node, per enhanced node	$5,520.00	None
(2) Partial Ring High Speed (Pass-through) Interfaces, per interface		
OC192 Interface	$5,520.00	None

	Monthly Rates
(3) OC192 Ring Mileage, per mile	$767.40
(4) Ports	
DS1 @ OC192 Node	$16.80
DS3 @ OC192 Node	69.00
OC3 @ OC192 Node	205.80
OC3c @ OC192 Node	164.40
OC12 @ OC192 Node	385.20
OC12c @ OC192 Node	308.40
OC48 @ OC192 Node	840.00
OC48c @ OC192 Node	720.00
GigE1 @ OC192 Node	138.00
GigE3 @ OC192 Node	207.00
GigE6 @ OC192 Node	273.00
GigE9 @ OC192 Node	321.00
GigE12 @ OC192 Node	387.00
GigE24 @ OC192 Node	528.00

(N)

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21. Contract Tariffs (Cont'd)

21.41 Contract Tariff Option 40 (Cont'd) (N)

(H) Rates and Charges (Cont'd)

	Nonrecurring Charges	
	First	Additional
(4) Ports (Cont'd)		
(a) Initial Installation		
DS1 @ OC192 Node	$525.00	$210.00
DS3 @ OC192 Node	805.00	343.00
OC3 @ OC192 Node	805.00	343.00
OC3c @ OC192 Node	805.00	343.00
OC12 @ OC192 Node	767.00	327.00
OC12c @ OC192 Node	767.00	327.00
OC48 @ OC192 Node	767.00	327.00
OC48c @ OC192 Node	767.00	327.00
GigE1 @ OC192 Node	767.00	327.00
GigE3 @ OC192 Node	767.00	327.00
GigE6 @ OC192 Node	767.00	327.00
GigE9 @ OC192 Node	767.00	327.00
GigE12 @ OC192 Node	767.00	327.00
GigE24 @ OC192 Node	767.00	327.00
(b) Subsequent Installation		
DS1 @ OC192 Node	$1.00	$0.75
DS3 @ OC192 Node	1.00	0.75
OC3 @ OC192 Node	1.00	0.75
OC3c @ OC192 Node	1.00	0.75
OC12 @ OC192 Node	1.00	0.75
OC12c @ OC192 Node	1.00	0.75
OC48 @ OC192 Node	1.00	0.75
OC48c @ OC192 Node	1.00	0.75
GigE1 @ OC192 Node	1.00	0.75
GigE3 @ OC192 Node	1.00	0.75
GigE6 @ OC192 Node	1.00	0.75
GigE9 @ OC192 Node	1.00	0.75
GigE12 @ OC192 Node	1.00	0.75
GigE24 @ OC192 Node	1.00	0.75

(N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (N)

(A) Scope

Contract Tariff Option 41 (**Option 41**) is offered for a service period of three (3) years and provides a customer with billing credits when the customer maintains a Minimum Annual Revenue Commitment (**MARC**), as determined in (F)(1) following for the Qualifying Services set forth in (E)(1) following (**MARC for Qualifying Services**). Calculation of the MARC for Qualifying Services and the billing credits shall be in accordance with the terms of this Option 41.

(B) Eligibility

The customer must meet all of the following criteria in order to be eligible for subscription to Option 41 and to receive the billing credits set forth in (G) following.

(1) A customer subscribes to Option 41 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on May 20, 2006 and ends on June 18, 2006 (**Subscription Period**).

(2) During the twelve (12) month period prior to the commencement of the Service Period set forth in (C) following, the customer must have achieved a minimum of one hundred thirty-six million $136,000,000 (**$136M**) in billed monthly recurring revenue (**MRC**)for the Qualifying Services (as defined in (E)(1) following).

(3) During the Service Period, in order to receive any Billing Credits, the customer must:

(a) Meet or exceed the MARC, as described in (F) following, for Qualifying Services; and

(b) Must satisfy the Network Grooms Restriction described in (J)(1) following.

(4) The MARC for Qualifying Services shall be calculated using the criteria and mechanism set forth in (F) following. Billing Credits shall vary depending on the MARC for Qualifying Services achieved by the customer during the Service Period, and such Billing Credits shall be calculated in accordance with (G)(1) and (G)(2) following. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(B) Eligibility (Cont'd)

(5) Other than as set forth in (K) following, the customer may not concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (ICB) tariff offered by the Telephone Company and available to the customer either currently or at any time during the Service Period which provides a discount, credit, or other reduction in rates or terms based on achievement of certain targets by the customer for the Qualifying Services without written consent from the Telephone Company. Notwithstanding the foregoing, the customer will be eligible to continue to participate in Contract Option 4 offered in the Verizon Telephone Companies Tariff F.C.C. No. 14 (**FCC 14**). (x) (x)

(C) Service Period

The Service Period of this Option 41 shall be for a period of three (3) years from the date of subscription to Option 41.

(D) Service Area

The Service Area for this Option 41 includes all of the Metropolitan Statistical Areas (MSAs) that have achieved Phase I or Phase II pricing flexibility under this tariff and under the Verizon Telephone Companies Tariff F.C.C. No. 11 (**FCC 11**), FCC 14, and the Verizon Telephone Companies Tariff F.C.C. No. 20 (**FCC 20**). Wire centers for the Phase II MSAs in this tariff are listed in Section 14.7 preceding. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status) that occur during the Service Period will apply. No Billing Credits will be provided in the operating territories of the Verizon Telephone Companies Tariff F.C.C. No. 16 (**FCC 16**), but the calculation of the MARC for the Qualifying Services will include all Qualifying Services specified in (E)(1)(a) following which are purchased by the customer under FCC 16. (x) (x) (x) (x) (x) (N) (x)

(x) Issued under authority of Special Permission No. 06-019 of the Federal Communications Commission

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

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(E) Qualifying Services

(1) Qualifying Services will be comprised of the following services purchased by the customer during the Service Period:

(a) SONET and Optical Services, as set forth in Sections 6, 7, 8 and 23 of this tariff, Sections 6, 7, 26 and 34 of FCC 11, Section 20 of FCC 14 (including Banded Optical Transport Services within that section), and Section 20 of FCC 16 (including Banded Optical Transport Services within that section), and Federal Telecommunications Access Service, as set forth in Section 17 of this tariff and Section 24 of FCC 11, (collectively, **SONET/Optical Services**); (x) (x)

(b) Advanced Services (Frame Relay, Asynchronous Transfer Mode (ATM), and Transparent LAN Services) as set forth in FCC 1 (Section 16) and FCC Tariff No.20 (Section 5); and (x) (x)

(c) FMS Services as set forth in this tariff (Sections 6.8.26 and 7.2.13) and in FCC 11 (Sections 6.2.12 and 7.2.16). (x)

(2) If the Telephone Company introduces new SONET/Optical Services, Advanced Services or FMS Services, or an enhancement to such services during the Service Period set forth in (C) preceding, then such services shall be automatically included in the Qualifying Services, and the customer's purchases of such new or enhanced Qualifying Services shall be included in the calculation of the MARC, subject to the terms and conditions set forth herein.

(3) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (E)(1) preceding shall not be eligible for inclusion as Qualifying Services under this Option 41. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(F) Minimum Annual Revenue Commitment (MARC)

(1) General

(a) Subject to any credits or adjustments as set forth in this (F)(1)(a), the customer's MARC shall include only MRCs for the Qualifying Services, which shall include any credits or discounts given under existing pricing term plans (e.g., Service Discount Plan, Term Payment Plans, or Commitment Discount Plan) or Contract Tariff Option 4 under FCC 14, if applicable, that are generated in the course of billing monthly recurring revenue for the Qualifying Services provided during the Service Period. Any credits and adjustments made to MRC amounts for Qualifying Services, as set forth above, which are purchased by the customer during the Service Period shall be included in the calculation of the MARC for the Qualifying Services. (x)

(b) The MARC for the Qualifying Services does not include any revenue other than as set forth in Section (F)(1)(a) preceding. As an illustrative example, the following types of charges are not included in the calculation of the MARC for the Qualifying Services. The following is an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from the calculation of the MARC for the Qualifying Services.

(1) Any non recurring charges
(2) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund)
(3) Service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty)
(4) Any other billed amount related to Qualifying Services for which payment is being withheld or under dispute by the customer
(5) Credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services
(6) Shortfall or overage charges associated with term plan true-ups, (for example, such as failure to satisfy commitment levels pursuant to the CDP Plan); or
(7) Termination liabilities and minimum period charges
(8) Any other charges which are not applied on a recurring monthly basis.

(c) In calculating the MARC for Qualifying Services, the Telephone Company shall determine the total amount of billed MRCs for Qualifying Services which have been purchased by the customer during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(1) General (Cont'd)

(d) Unless otherwise mutually agreed to by the customer and the Telephone Company, in the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply.

(1) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of the MARC for Qualifying Services.

(2) The customer may continue subscribing to this Option 41 for the duration of the Service Period based on its business with the Telephone Company as of the date of subscription to this Option 41, without adding the revenues attributable to expansion of the customer's purchase of Services from the Telephone Company though merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves right to terminate the customer's subscription to this Option 41 if the customer does not adhere to the provisions of this Section (F)(1)(d).

(e) If an Issuing Carrier of this tariff is acquired by an unaffiliated third party (**Acquired VZ Telco**), or all or part of the assets of such Issuing Carrier are acquired by an unaffiliated third party (Acquired VZ Telco), then the MARC for Qualifying Services shall be proportionately reduced by the applicable Acquisition Reduction Amount (defined in (F)(1)(e)(1) following).

(1) An Acquisition Reduction Amount shall be calculated for the Qualifying Services as follows:

(a) calculate the amount of Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Qualifying Services; then (T) (T)

(b) calculate the average monthly amount purchased by the customer from the Acquired VZ Telco for Qualifying Services by dividing the number calculated in (a) preceding by 12; and

(c) multiply the average monthly amount for Qualifying Services calculated in (b) preceding by the number of months remaining in the year in which the acquisition occurs. (C)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd)

((F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(1) General (Cont'd)

(e) (Cont'd)

(2) As an illustrative example:

(a) Assume that Verizon New York Inc. was acquired by an unaffiliated third party and ceased to operate in month 15 of the Service Period.

(b) Assume that the customer purchased $12M of Qualifying Services from Verizon New York Inc. during the 12 months prior to the time that Verizon New York Inc. ceased to provide the Qualifying Services under this Option 41.

(c) Assume that at the end of the first year of the Service Period, the customer's MARC for Qualifying Services is $140M.

(d) Then the Acquisition Reduction Amount would be $9M ($12M divided by 12 months, then multiplied by 9, the remaining months of the second year of the Service Period).

(e) The new MARC for year two of the Service Period would be $131M ($140M minus Acquisition Reduction Amount of $9M). (C)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(1) General (Cont'd)

(g) When the Telephone Company (i) ceases to offer one or more of the Qualifying Services specified in (E)(1) preceding under this tariff, or (ii) the customer replaces a Qualifying Service specified in (E)(1) preceding with a non-tariffed service offered by the Telephone Company (**Replacement Service**), (collectively, **Affected Qualifying Services**), then the MARC for Qualifying Services shall be proportionately reduced by the Tariff Reduction Amount (defined in (F)(1)(g)(1) following). (T) (N) (N) (N)

(1) The **Tariff Reduction Amount** shall be calculated as follows:

(a) calculate the amount of the Affected Qualifying Services purchased by the customer from the Telephone Company during the twelve (12) months prior to (i) the date that the Affected Qualifying Services are no longer offered under this tariff, or (ii) the date the Telephone Company has provided the Replacement Service to the customer, whichever occurs first; (T) (T) (N) (N) (N)

(b) calculate the average monthly amount of the Affected Qualifying Services purchased by the customer by dividing the number calculated in (a) preceding by 12: and (T)

(c) multiply the average monthly amount of the Affected Qualifying Services calculated in (b) preceding by the number of months remaining in the plan year for the Qualifying Services that (i) are no longer offered under this tariff, or (ii) are replaced with Replacement Services, as applicable. (T) (T) (N)

(2) As an illustrative example:

(a) Assume that the Telephone Company ceases to offer certain Qualifying Services on November 20, 2006.

(b) Assume also that the customer purchased twelve million ($12M) of such Qualifying Services during the twelve (12) months prior to the date that the Telephone Company ceased offering such Qualifying Services.

(c) Assume also that the customer's MARC is one hundred thirty-six million ($136M) during the first year of the Service Period.

(d) Then the Tariff Reduction Amount would be six million ($6M) ($12M divided by 12 months, then multiplied by 6, the remaining months of the first year of the Service Period).

(e) The new MARC for the first year of the Service Period would be one hundred thirty million ($130M) ($136M minus the Tariff Reduction Amount of $6M). (C)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(2) Calculation of the MARC

(a) The customer's MARC for the first year of the Service Period shall be $136M. Beginning twelve (12) months after the date of subscription to Option 41, and every year thereafter, the Telephone Company will recalculate the customer's MARC as follows.

(1) The Telephone Company will determine the amount of the customer's MRCs for Qualifying Services during the three (3) month period prior to the end of each year of the Service Period.

(2) The Telephone Company will then multiply the amount determined in (1) preceding by four (4). If the resulting amount is less than the previous year's MARC, then the previous year's MARC will continue to apply, except as noted in (F)(2)(b) following. If the resulting amount is equal to or greater than the previous year's MARC, then that amount will become the customer's new MARC for the next year of the Service Period, unless the Telephone Company and the customer mutually agree that the new MARC should be adjusted due to billing errors by the Telephone Company during that three (3) month period set forth in (F)(2)(a)(1) preceding.

As an illustrative example:

(a) Assume that the customer's MARC for the first year of the Service Period is $136M; and

(b) Assume that in the 3 months prior to the end of the first year of the Service Period, the customer's MRCs were $34.85M ($11.2M, $11.7M and $11.95M, for the 3 prior months).

(c) Based on these assumptions, the MARC for year 2 of the Service Period would be $139.4M ($34.85M x 4). Since the resulting MARC for year 2 of the Service Period is greater than the MARC for the first year of the Service Period, the MARC for year 2 of the Service Period would be $139.4M. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(2) Calculation of the MARC (Cont'd)

(b) The MARC may be decreased by the Telephone Company only in the following four (4) circumstances.

(1) If the customer changes to a longer commitment period on one of its existing discount plan(s), and such change results in a reduction to the MRCs for the embedded base of Qualifying Services (e.g., a change in FMS Service from a 5-Year term plan to a 7-Year term plan), the MARC will be reduced to reflect the decrease in MRCs and the Telephone Company will adjust the discount percentages used to determine the Billing Credits proportionally. Discount percentages for the MARC are specified in (L) following.

As an illustrative example:

(a) Assume the current MARC for the customer is $136M; and

(b) Assume that the customer subscribes to FMS Service under a 5-Year term plan; and

(c) Assume that during the first year of the Service Period the customer cancels the 5-Year term plan and subscribes to a new 7-Year term plan for its FMS Services; and

(d) Assume that the difference in the tariff rates between the 5-Year term plan rates for FMS Service mileage and the 7-Year term plan rates for FMS Service mileage is a twenty percent (20%) reduction.

(e) Finally, assume that seventy percent (70%) of the current MARC is attributable to revenue for FMS Service mileage.

Calculate the reduction to the MARC as follows:

Step 1: First multiply the current MARC by 70% to determine the portion of the MARC attributable to MRCs for FMS Service mileage at the current 5-Year term plan rates ($136M x .7 = $95.2M)

Step 2: Then reduce the MRCs for FMS Service mileage determined in Step 1 by the 20% difference in the tariff rates for the 5-Year term plan and the 7-Year term plan rates ($95.2M x .8 = $76.16M) (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(2) Calculation of the MARC (Cont'd)

(b) (Cont'd)

(1) (Cont'd)

Step 3: Then determine the portion of the current MARC attributable to the remaining Qualifying Services by subtracting the MRCs for FMS Service mileage at the 5-Year term plan rates determined in Step 1 from the current MARC ($136M - $95.2M = $40.8M)

Step 4: Calculate the reduced MARC by summing the reduced portion of the current MARC attributable to FMS Service mileage at the 7-Year term plan rates as determined in Step 2 plus the portion of the current MARC attributable to the remaining Qualifying Services as determined in Step 3 ($76.16M + 40.8M = $116.96M)

Step 5: Adjust the discount percentages set forth in (L) following to reflect the reduction to the MARC as follows:

- Determine the weighted impact of the reduction in MRCs for the MARC by multiplying 70% (the assumed portion of the current MARC attributable to FMS Service mileage revenues) by the additional discount between the 5-Year term plan rates and the 7-Year term plan rates for FMS Service mileage rates (70% x 20% = a 14% reduction or 86% of the current MARC)

- Determine the adjusted Basic MARC discount percentage by multiplying the current discount percentage for the Basic MARC by the weighted impact of the reduction in FMS Service mileage. The adjusted Basic MARC discount percentage would be 1.72% (2% x 86%) (N)

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd)

(F) Minimum Annual Revenue Commitment (MARC) (Cont'd)

(2) Calculation of the MARC (Cont'd)

(b) (Cont'd)

(1) (Cont'd)

Step 5 (Cont'd)

- Determine the adjusted FMS Mileage in Top 10 LATAs percentage discount by multiplying the current discount percentage for the FMS Mileage in Top 10 LATAs percentage discount by the weighted impact of the reduction in FMS Service mileage. The adjusted FMS Mileage in Top 10 LATAs MARC discount percentage would be 12.51% (14.55% x 86%)

- Determine the adjusted FMS Mileage in Wild Card LATAs percentage discount by multiplying the current discount percentage for the FMS Mileage in Wild Card LATAs percentage discount by the weighted impact of the reduction in FMS Service mileage. The adjusted FMS Mileage in Wild Card LATAs discount percentage would be 10.43% (12.13% x 86%)

(2) During the Service Period, if the Telephone Company reduces its MRCs for Qualifying Services by a cumulative 10% but less than 25% from May 20, 2006, then the MARC will be reduced by the same percentage.

As an illustrative example, assume that the customer's MARC is $136M and the cumulative reduction in MRCs since the start of the Service Period is eleven percent (11%). The MARC would be reduced to $121.04M ($136M x .89).

(3) If an Issuing Carrier of this tariff that participates in this Option 41, or the assets of such Issuing Carrier, is acquired by an unaffiliated third party as described in (F)(1)(e) preceding.

(4) If the Telephone Company ceases to offer any Qualifying Service(s) or the Telephone Company provides a Replacement Service as described in (F)(1)(g) preceding to the customer. (N) (N)

(c) If the Telephone Company reduces its rates for Qualifying Services by a cumulative twenty-five percent (25%) or more from May 20, 2006, the customer has the option to request that the Telephone Company reduce the MARC by the same percentage using the same method of reduction specified in (F)(2)(b)(2) preceding, or may terminate its subscription to this Option 41 upon sixty (60) days written notice. In such event, no Termination Charges under (I) following will apply.

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits

(1) Quarterly Billing Credit Calculation

(a) At the end of each three (3) month period during the Service Period, the Telephone Company shall calculate the MRCs achieved by the customer during such three month period for Qualifying Services in accordance with the terms and condition set forth in this Option 41 (**Achieved Quarterly Revenue**). The Telephone Company will also develop a quarterly MARC by dividing the annual MARC by four (**Prorated Quarterly MARC**). The Telephone Company will then compare the Achieved Quarterly Revenue to the Prorated Quarterly MARC and also determine whether the customer has complied with the Grooms Restriction set forth in (J) following.

(1) If the Achieved Quarterly Revenue during the three month period is less than the Prorated Quarterly MARC, or if the customer has not complied with the Grooms Restriction, then the customer will not receive a Billing Credit for that particular three month period.

(2) If the customer has complied with the Grooms Restriction and the Achieved Quarterly Revenue during the three (3) month period is equal to or greater than the Prorated Quarterly MARC, then the customer will be eligible to receive a Quarterly Billing Credit for that three month period (**Quarterly Billing Credit**).

(b) In order to determine the amount of the Quarterly Billing Credit, the Telephone Company will perform the following calculation.

(1) Determine the Achieved Quarterly Revenue during the prior three (3) month period in according with (G)(1)(a) preceding for all of the Qualifying Services set forth in (E)(1)(a) through (c) preceding (**Basic MARC**). Then determine the MRC portion of the Basic MARC attributable to mileage for FMS Services in the Top 10 LATAs as defined in (G)(1)(b)(4) following, the MRC portion of the Basic MARC attributable to mileage for FMS in the five Wild Card LATAs as defined in (G)(1)(b)(4) following, and the MRC portion of the Basic MARC attributable to the mileage rate elements for the Banded Optical Transport Services as specified in (E)(1)(a) preceding. The Telephone Company will then apply such achieved amounts to the Discount Table specified in (L) following and apply the corresponding discount for each category, the results of which are the individual billing credits for the quarter for each category.

(2) To determine the Quarterly Billing Credit due to the customer, total the individual billing credits for each category determined in (b)(1) preceding and reduce such total by three percent (3%) to account for the customer's claims and disputes. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(1) Quarterly Billing Credit Calculation (Cont'd)

(b) (Cont'd)

(3) As an illustrative example:

(a) Assume that the Groom Restriction set forth in (J) following has been met and that the customer's MARC is $136M; and

(b) Assume that the customer's actual revenue for the prior 3 months is greater than the Prorated Quarterly MARC.

Calculate the Quarterly Billing Credit as follows:

Step 1: Develop the prorated Quarterly MARC by dividing the MARC (assume to be $136M) by 4 ($136M ÷ 4) resulting in a prorated Quarterly MARC of $34M.

Step 2: Determine the Billing Credit for the Basic MARC by multiplying the achieved MRCs for the prior three (3) months (assume to be $37.5M) by the discount percentage specified in (L) following ($37,500,000 x .02) resulting in a Billing Credit for the Basic MARC of $750,000.

Step 3: Determine the Billing Credit for FMS Mileage in the Top 10 LATA by multiplying the achieved MRCs for the prior three (3) months for FMS Mileage in the Top 10 LATAs (assume to be $13,046,355) by the discount percentage specified in (L) following ($13,046,355 x 14.55%) resulting in a Billing Credit for FMS Mileage in Top 10 LATAs of $1,898,245.

Step 4: Determine the Billing Credit for FMS Mileage in the Wild Card LATAs by multiplying achieved MRCs for the prior three (3) months for FMS Mileage in the Wild Card LATAs (assume to be $3,007,694) by the discount percentage specified in (L) following ($13,046,355 x 12.13%) resulting in a Billing Credit for FMS Mileage in Wild Card LATAs of $364,833. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(1) Quarterly Billing Credit Calculation (Cont'd)

(b) (Cont'd)

(3) (Cont'd)

Step 5: Determine the Billing Credit for Banded Optical Transport for the prior three (3) months (assume to be $2,768,561) by multiplying the achieved MRCs for Banded Optical Transport by the discount percentage specified in (L) following ($2,768,561 x 14.00%) resulting in a Billing Credit for Banded Optical Transport of $387,599.

Step 6: Determine the sum of all Billing Credits determined in Steps 2 though 5 ($750,000 + $1,898,249 +$364,883 + 387,599) resulting in a sum of all Billing Credits of $3,400,681.

Step 7: Calculate the amount for the Claims Adjustment Factor by multiplying the sum of all Billing Credits determined in Step 6 by the 3% ($3,400,681 x .03) resulting in a Claims Adjustment of $102,020.

Step 8: To determine the final Quarterly Billing Credit for the prior 3 months, subtract the Claims Adjustment determined in Step 7 from the sum of all Billing Credits determined in Step 6. The resulting final Billing Credit would be $3,298,661 ($3,400,681 - $102,020).

(4) For purposes of this Option 41, the **Top 10 LATAs** are those LATAs where the customer purchases FMS Services and has the highest quantity of DS0-equivalent circuits. **Wild Card LATAs** are any other five (5) Wild Card LATAs designated by the customer at the time of subscription to this Option 41 where the customer purchases FMS Service. Upon thirty (30) days' prior written notice, the customer may change the five Wild Card LATAs at the end of each year during the Service Period. On an annual basis, the Telephone Company will review whether any changes are necessary to the Top 10 LATAs. Any changes to the Top 10 LATAs must be mutually agreed to by the Telephone Company and the customer. (N)

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21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(2) Annual True-Up Credit Calculation

(a) Within forty-five (45) days after the end of each plan year, the Telephone Company will perform an annual true-up calculation to determine whether any additional Billing Credits are due the customer (**Annual True-up Credit**).

(b) In order to be eligible for the Annual True-up Credit, the customer must have complied with the following **Annual Grooms Restriction.**

(1) The Telephone Company will groom no more than three hundred (300) Special Access and/or Switched Access circuits per year for the Qualifying Services; and

(2) no more than twenty-four (24) of such 300 circuits may be DS3 or greater bandwidth.

(c) If the customer has not complied with the Annual Grooms Restriction set forth in (G)(2)(b) preceding, then the customer will not be eligible for an Annual True-up Credit for that twelve (12) month period.

(d) If the customer has complied with the Annual Grooms Restriction set forth in (G)(2)(b) preceding, then the customer may be eligible to receive an additional billing credit (Annual True-up Credit) as described below. In order to determine whether an Annual True-up Credit is due to the customer, the Telephone Company will first determine the total amount of MRC billed to the customer for the Qualifying Services set forth in (E)(1) preceding.

(1) If the total amount of MRC billed to the customer during the 12 month period is less than ninety-five percent (95%) of the MARC, a Shortfall Penalty as described in (H) following will apply and the customer will not receive an Annual True-up Credit.

(2) If the total amount of MRC billed to the customer during the 12 month period is greater than 95% but less than one hundred percent (100%) of the MARC, then the customer shall pay back to the Telephone Company any Quarterly Billing Credits that it received during the twelve (12) month period and the customer will not receive an Annual True-up Credit. However, the customer shall not be subject to any Shortfall Penalty under (H) following.

(3) If the total amount of MRC billed to the customer during the 12 month period is equal to or greater than the MARC, the Telephone Company shall determine the amount of Annual True-up Credit that would be due the customer by applying the discount percentages shown in the Discount Table in (L) following to the total amount of MRC billed to the customer during the 12 month period. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(2) Annual True-Up Credit Calculation (Cont'd)

(e) The Annual True-up will be calculated as follows.

(1) The Telephone Company will first determine whether the customer has complied with the Annual Grooms Restriction specified in (G)(2)(b) preceding.

(2) In accordance with the terms and condition set forth in this Option 41, the Telephone Company shall determine the total revenue achieved by the customer for the Qualifying Services specified in (E)(1) preceding by adding the billed MRCs for all such Qualifying Services over the twelve (12) month period for the Annual True-up (**Achieved Annual Revenue**).

(3) The Telephone Company will then determine the total MRC for mileage for FMS Services that was billed in the Top 10 LATAs during the twelve (12) month period of the Annual True-up, the total MRC for mileage for FMS Services that was billed in the five (5) Wild Card LATAs during the twelve (12) month period of the Annual True-up, and the amount of billed MRC for mileage for Banded Optical Transport that was billed during the prior twelve months.

(4) The Telephone Company will then determine the Maximum Billing Credit available to the customer by first applying the discount percentage shown in the Discount Table in (L) following to the billed MRCs determined in (G)(2)(e)(2) and (G)(2)(e)(3) preceding, and then summing all such discounts.

(5) Finally, the Telephone Company will deduct the total of all Quarterly Billing Credits received by the customer during the twelve (12) month period of the Annual True-up and the amount of any outstanding disputed claims from the Maximum Billing Credit. Subject to (G)(2)(g) following, the difference, if any, will be the Annual True-up Credit due the customer. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(2) Annual True-Up Credit Calculation (Cont'd)

(f) As an illustrative example of the Annual True-up Calculation:

(1) Assume that the Groom Restriction has been met and that the customer's MARC is $140M.

(2) Assume that the customer's Achieved Annual Revenue for the 12 months of the Annual True-up is $150M, the MRCs for mileage for FMS in the Top 10 LATAs for FMS mileage in the top 10 LATAs for the 12 months of the Annual True-up is $51.45M, the MRCs for mileage for FMS mileage in the Wild Card LATAs for the 12 months of the Annual True-up is $11.4M and the billed MRCs mileage for Banded Optical Transport for the 12 months of the Annual True-up is $12.75M.

(3) Assume that during the 12 months of the Annual True-up the customer received $13.24M in Quarterly Billing Credits.

(4) Assume that the customer had $.07M in outstanding claims for Qualifying Services at the time of the Annual True-up.

Calculate the Annual True-up Credit as follows:

Step 1: Develop the Maximum Billing Credit that the customer can attain for the 12 months of the Annual True-up by first multiplying the MRCs determined in (f)(2) preceding by the corresponding discount percentages specified in the Discount Table in (L) following, and then summing all such credit amounts. The Maximum Billing Credit in this example would be $3.0M ($150M x 2%) for the Achieved Annual Revenue, plus $7.49M ($51.45 x 14.55%) for revenue for FMS mileage in the top 10 LATAs, plus $1.38M ($11.4M x 12.13%) for MRCs for FMS in the Wild Card LATAs, plus $1.79M ($12.75M x 14.00%) for revenue for Banded Optical Transport resulting in a possible Maximum Billing Credit of $13.66M.

Step 2: Determine the Maximum Billing Credit still available to the customer by subtracting the actual Billing Credits the customer received during the prior 12 months from the Maximum Billing Credit determined in Step 1 $13.66M - $13.24M (as set forth in (3) preceding) resulting in $0.42M of outstanding Billing Credit that the customer can attain.

Step 3: Determine the Annual True-up Credit by subtracting the outstanding claims amount from the outstanding Billing Credit determined in Step 2 ($.42M - $.07M) resulting in an Annual True-up Credit of $.35M. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(2) Annual True-Up Credit Calculation (Cont'd)

(g) The Billing Credit will be applied only to the Qualifying Services which are located in MSAs that have achieved Phase I or Phase 2 pricing flexibility. The Billing Credit shall apply after all other discounts, adjustments, and credits to the customer's billed MRCs for the Qualifying Services have been calculated and applied. For instance, if the customer subscribes to CDP, then the customer would be billed CDP discounted rates on a monthly basis. These discounted revenues would be included in the Customer's MARC for the Qualifying Services calculation as set forth above. In accordance with (F)(1)(a) preceding, any credits or adjustments resulting from an Annual True-up as required by the CDP plan would not be included in the MARC for the Qualifying Services.

(h) Timing of Quarterly Billing Credits

(1) If the customer is eligible to receive a Quarterly Billing Credit, that credit will be applied to the customer's account within sixty (60) days after the end of the applicable three month period, subject to the terms set forth herein.

(2) The Telephone Company's provision of the Quarterly Billing Credit is contingent on payment in full by the customer of all undisputed billed amounts for Qualifying Services no later than the forty-fifth (45th) day after the end of each three month period.

(i) Timing of Annual Payments and True-up Credit

(1) If the customer is eligible to receive an Annual True-up Credit, that credit will be credited to the customer's account within sixty (60) days after the end of each year during the Service Period, subject to the terms set forth herein.

(2) The Telephone Company's provision of the Annual True-up Credit is contingent on payment in full by the customer of all undisputed billed amounts for Qualifying Services no later than the forty-fifth (45th) day after the end of each year of the Service Period. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(G) Billing Credits (Cont'd)

(2) Annual True-Up Credit Calculation (Cont'd)

(i) Timing of Annual Payments and True-up Credit (Cont'd)

(3) Within one hundred eighty (180) days after the end of each year of the Service Period, the customer must file any disputes with regard to monthly recurring charges for the Qualifying Services billed by the Telephone Company during that year in order to be included in the calculation of the MARC for Qualifying Services and the Annual True-up Credit. The Telephone Company will respond to the dispute within forty-five (45) days thereafter. If it is determined by The Telephone Company that the customer's dispute is without merit and that the customer owes the Telephone Company additional amounts, and if such amounts are paid by the customer within 45 days after the date of the Telephone Company's response, then the Telephone Company shall recalculate the MARC for Qualifying Services and the corresponding Billing Credits that may result from the resolution of all such disputes in accordance with the terms set forth herein.

(4) Beyond 180 days and up to two (2) years after the end of each term year during the Service Period, the customer may submit claims to the Telephone Company with regard to monthly recurring charges for the Qualifying Services billed by the Telephone Company during each year of the Service Period. These claims will not be included in the calculation of the MARC and corresponding Billing Credit, but will follow their normal course of evaluation for final resolution.

(5) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error. The customer's disputes with respect to Qualifying Services shall reduce the amount of the Achieved Annual Revenue for Qualifying Services as calculated in (G)(2)(3) preceding. For example, if the customer's Achieved Annual Revenue for Qualifying Services is $140M and the customer has disputed $5M in charges for Qualifying Services, then the Achieved Annual Revenue for Qualifying Services shall be reduced to $135M.

(6) The amount of the Billing Credits shall not be subject to any interest penalty. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(H) Shortfall Penalty

(1) If the total MRC billed to the customer during any year of the Service Period is less than ninety-five percent (95%) of the MARC for that year, the customer can either: (1) pay a Shortfall Penalty which will be the difference between the MARC for that year and the actual amounts billed to the customer for that year; or (2) terminate this Option 41, subject to the payment of Termination Charges as set forth below in (I)(1) following. Payment of the Shortfall Penalty shall be due and payable no later than forty-five (45) days after notification by the Telephone Company that a Shortfall Penalty is due. In addition, and even upon payment of the Shortfall Penalty Payment as set forth in this Section (H), the customer will not be eligible to receive the applicable Annual True-up Credit for that year.

(2) As an illustrative example of the calculation of Shortfall Penalty:

(a) Assume that the customer has a MARC for Qualifying Services of $140,000,000 ($140M) during the second year of the Service Period and has actual billing of $130,000,000 ($130M) during the second year of the Service Period.

(b) Assume that no adjustment under (F)(1)(e) preceding occurred, then the customer shall pay to the Telephone Company an amount equal to $10,000,000 ($10M) (which is equal to the $140M MARC less the $130M in actual billing).

(c) Then the customer will not be eligible to receive the Annual True-up Credit for that year.

(I) Termination Charges

(1) The customer may terminate its subscription to this Option 41 at any time upon 60 days prior written notice. Except as allowed under (K) following, if the customer cancels or terminates its subscription to this Option 41 prior to the expiration of the Service Period, the customer will be liable for the following termination charges.

(a) One hundred percent (100%) of all Billing Credits that the customer received during the two prior quarters from the date of termination and

(b) Five percent (5%) of the MARC per year calculated from the date of termination through the end of the Service Period. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(J) Network Grooms Restriction

(1) The customer will not be eligible for any Quarterly Billing Credits if the Telephone Company grooms, on a monthly basis, more than twenty-five (25) Special and Switched Access circuits that are used for the provisioning of Qualifying Services, of which number no more than two (2) circuits may be equal to DS3 or greater bandwidth (**Maximum Monthly Grooms**). For the purposes of this Option 41, a Groom shall mean the retermination of a Special or Switched Access circuit from its original installation location to another location in the same Telephone Company Central Office or in another Telephone Company Central Office. Notwithstanding the foregoing, the customer will be eligible for Quarterly Billing Credits so long as during the three month period for calculating the Quarterly Billing Credit:

(a) the Maximum Monthly Grooms restriction is met on a rolling two (2) month average basis, and

(b) the total number of Special and Switched access circuit grooms completed during the three month period is not greater than seventy-five (75), of which no more than six (6) circuits may be equal to DS3 or greater bandwidth.

As an illustrative example:

(1) Assume that in the prior 3 months, the customer groomed 30 circuits in two of those months and 20 circuits in the remaining month for a total of 80 circuits that were groomed.

(2) In this example, the customer would not be eligible for Billing Credits since the customer exceeded the Maximum Monthly Groom allowance of 75 circuits (25 circuits per month for 3 months).

As another illustrative example:

(1) Assume that in the prior 3 months, the customer groomed 30 circuits in the first month, 30 circuits in the second month and 15 circuits in the third month for a total of 75 circuits that were groomed.

(2) In this example, the customer would not be eligible for Billing Credits since the customer's rolling 2 month average for the first 2 months exceeded 25 circuits per month. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(J) Network Grooms Restriction (Cont'd)

(1) (Cont'd)

As an illustrative example:

(1) Assume that in the prior 3 months, the customer groomed 30 circuits in the first month, 20 circuits in the second month and 25 circuits in the third month for a total of 75 circuits that were groomed. Further assume that the customer did not groom more than 6 circuits at DS3 or greater bandwidth.

(2) In this example, the customer would be eligible for Billing Credits since the customer's rolling 2 month average did not exceed 25 circuits per month and the total grooms during the prior 3 months was within the Maximum Monthly Grooms limitation.

(2) The Network Grooms Restriction only applies to Grooms performed in the following LATAs only during the Service Period: LATAs 120, 122, 124, 126, 130, 134, 136, 138, 140, 220, 222, 226, 230, 232, 234, 238, 240, 242, 244, 246, 250 and 952. The Network Grooms Restriction does not apply in the remaining LATAs where the customer has Qualifying Services. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(J) Network Grooms Restriction (Cont'd)

(3) The following types of Network Grooms shall not be included in the Maximum Monthly Grooms and shall be performed by the Telephone Company in accordance with its normal business practices. In addition, the customer shall remain responsible for all other one time charges associated with such moves or terminations:

(a) Optimization Grooms: Grooms that are initiated and completed solely on the Telephone Company network to enhance efficient utilization of existing the Telephone Company entrance facilities.

(b) Maintenance Grooms: Grooms on circuits that are identified by the customer and accepted by the Telephone Company as circuits that are experiencing service failures as a result of equipment problems and grooming will correct such problems. All Maintenance Grooms shall be subject to review and acceptance by the Telephone Company and the Telephone Company's final decision shall be binding as to whether a specific groom is a Maintenance Groom, or whether such groom is to be included in the Maximum Monthly Grooms.

(c) Point of Presence (POP) Closure Grooms: In the event that the customer seeks to close, consolidate any of its POPs, or to migrate circuits as a result of a POP closure, then the customer may request that the Telephone Company perform grooms in addition to the Maximum Monthly Grooms.

(d) Verizon Initiated Grooms: Any groom initiated by the Telephone Company shall not be included in the number of Maximum Monthly Grooms.

(e) Force Majeure Grooms: Grooms that are necessitated by any Force Majeure condition (e.g., act of God; fire; flood; shortages or unavailability of facilities, equipment, software, or other materials; lack of or delay in transportation; laws, rules, regulations or restrictions; war, acts of terrorism, civil disorder, strikes, or other labor disputes). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd) (N)

(J) Network Grooms Restriction (Cont'd)

(3) (Cont'd)

(f) Alternate Access Vendor (AAV)/Long Haul Facility Grooms: Grooms on circuits that are identified by the customer and accepted by the Telephone Company which meet the following criteria:

(1) The customer is changing the underlying AAV/Long Haul Facility provider; and

(2) the total month recurring charges billed by the Telephone Company for such groomed circuit prior to the groom being performed is equal to or greater than the total monthly recurring charges billed by the Telephone Company for the original circuit.

(g) Any other grooms for which the Telephone Company and the customer mutually agree to not include in the count of Maximum Monthly Grooms. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.42 Contract Tariff Option 41 (Cont'd)

(K) Subscription to New Contract Tariff Option

(1) The customer may terminate its subscription to this Option 41 in order to subscribe to a new contract tariff option in this Section 21 provided all of the following conditions are met.

(a) The new contract tariff option must have the same MARC level or a greater MARC level than the MARC for this Option 41; and

(b) The customer must satisfy the eligibility criteria for subscription to the new contract tariff option; and

(c) The customer must provide the Telephone Company with written notice of its election to terminate subscription to this Option 41 and of its desire to subscribe (or that it has already subscribed) to the new contract tariff option; and

(d) Unless otherwise provided in the new contract tariff option, the customer will be eligible for Billing Credits earned, if any, following a final true up under this Option 41.

(2) When the conditions set forth in (K)(1)(a) through (K)(1)(c) preceding are met, no termination charges under (I) preceding will apply. (T)

(L) Discount Table

percentage discounts specified below are applied to the total MRC for Qualifying Services for each corresponding category shown.

Category	Term Period Year 1	Year 2	Year 3
Basic MARC*	2.00%	2.00%	2.00%
FMS in Top 10 LATAs	14.55%	17.55%	20.55%
FMS in Wild Card LATAs	12.13%	15.13%	18.13%
Banded Optical Transport	14.00%	16.00%	18.00%

* Includes all Qualifying Services specified in (E)(1)(a) preceding.

ACCESS SERVICE

21. CONTRACT TARIFFS (Cont'd)

21.43 Contract Tariff Option 42 (N)

(A) Scope

(1) Contract Tariff Option 42 (**Option 42**) is an offering exclusively for customers who disconnect an existing Special Access Verizon Dedicated SONET Ring service purchased under this tariff (**existing DSR**) and replace such existing DSR with a Special Access Verizon Dedicated SONET Ring service purchased under this tariff or under Tariff F.C.C. No. 11 (**replacing DSR**). The existing DSR must use enhanced nodes (as further described in Section 23.1 following), and the replacing DSR must be the same or higher optical carrier (**OC**) rate as the existing DSR. (x)

(2) When the requirements of this Option 42 are met, disconnection of the existing DSR will not be subject to termination liability as it would otherwise apply under Section 23.1(E) following.

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 42.

(1) A customer must subscribe to Option 42 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period that begins on August 23, 2006 and ends on September 21, 2006 (**Subscription Period**).

(2) The customer must accept the replacing DSR on the date that the Telephone Company makes the replacing DSR available to the customer (**original service date**). Submission of the Access Service Request as required under Section 5.2 preceding constitutes the customer's acceptance of the replacing DSR. If the customer does not accept the replacing DSR on the original service date, the customer's acceptance of the replacing DSR on a later date will make the service ineligible for subscription to Option 42, unless the later service date is designated by the Telephone Company.

(3) When the replacing DSR is the same OC rate as the existing DSR (for example, the existing DSR and the replacing DSR are both OC12) the following requirements apply.

(a) The existing DSR must use enhanced nodes and the replacing DSR must use enhanced nodes.

(b) The Service Period for the replacing DSR must commence with the date that the replacing DSR is available for use by the customer.

(c) The 5-year Service Period set forth in (D) following for the replacing DSR must be equal to or greater than the commitment period of the term plan for the existing DSR. Specifically, where the existing DSR has a 3-year term plan the replacing DSR will have a 5-year Service Period and where the existing DSR has a 5-year term plan the replacing DSR will have a 5-year Service Period. (N)

(x) Issued under authority of Special Permission No. 06-031 of the Federal Communications Commission.

ACCESS SERVICE

21. CONTRACT TARIFFS (Cont'd)

21.43 Contract Tariff Option 42 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(3) (Cont'd)

(d) The total monthly recurring charges for the node, high speed (pass-through) interface, mileage, and port (DS1, DS3, STS1 and Gigabit Ethernet ports only) rate elements of the replacing DSR must be at least twenty-five percent (25%) greater than the total monthly recurring charges for the node, high speed (pass-through) interface, mileage, and port (DS1, DS3, STS1 and Gigabit Ethernet ports only) rate elements of the existing DSR.

(4) When the replacing DSR is a higher OC rate than the existing DSR, all of the provisions for an upgrade of DSR to a higher OC rate apply as follows.

(a) An existing DSR must be upgraded with a replacing DSR of greater capacity than the capacity of the existing DSR (e.g., an OC12 existing DSR can be upgraded to a replacing OC48 or OC192 DSR).

(b) The Service Period for the replacing DSR must commence with the date that the new DSR is available for use by the customer.

(c) The replacing DSR must use enhanced nodes.

(d) The 5-year Service Period set forth in (D) following for the replacing DSR must be equal to or greater than the commitment period of the term plan for the existing DSR. Specifically, where the existing DSR has a 3-year term plan the replacing DSR will have a 5-year Service Period or where the existing DSR has a 5-year term plan the replacing DSR will have a 5-year Service Period.

(e) The total monthly recurring charges for the node, high speed (pass-through) interface, mileage and port (DS1, DS3, STS1 and Gigabit Ethernet ports only) rate elements of the replacing DSR must be at least twenty-five percent (25%) greater than the total monthly recurring charges for the node, high speed (pass-through) interface, mileage and port (DS1, DS3, STS1 and Gigabit Ethernet ports only) rate elements of the existing DSR. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.43 Contract Tariff Option 42 (Cont'd) (N)

(C) Serving Area

(1) The Serving Area for the existing or replacing DSR ordered under this tariff includes all of the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding.

The Serving Area for a replacing DSR ordered under Tariff F.C.C. No. 11 includes all of the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility in that tariff. Tariff F.C.C. No. 11 wire centers for the Phase II MSAs are listed in Section 15.3 of that tariff. (x)

(2) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status) that occur during the Service Period will apply beginning on the effective date of such change and continuing through the end of the commitment period. When such change results in an increase or decrease to the rates applicable to the replacing DSR, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change. (x)

(D) Service Period

(1) The service period for the replacing DSR is the DSR 5-year term plan specified in Section 23.1 of this tariff or Section 34.1 of Tariff F.C.C. No. 11, as applicable (**Service Period**). (x) (x)

(2) The Service Period for a replacing DSR commences with the date that billing for the replacing DSR begins in accordance with Section 5.2 preceding or with Section 5.2 of Tariff F.C.C. No. 11, as applicable, and ends sixty (60) months later. (x)

(E) Eligible Rate Elements and Service Configurations

(1) Replacing DSR rate elements that are eligible for subscription to this Option 42 are:

- Enhanced nodes (OC12, OC48, OC192)
- High speed (pass-through) interfaces (OC12, OC48, OC192)
- Mileage (OC12, OC48, OC192)
- Ports (DS1, DS3, STS1 and Gigabit Ethernet only)

(2) Both full ring and partial ring service configurations may be subscribed to this Option 42. (N)

(x) Issued under authority of Special Permission No. 06-031 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.43 Contract Tariff Option 42 (Cont'd) (N)

(F) Application of Rates and Charges

(1) The rates and charges for a replacing DSR ordered under this tariff are the rates and charges set forth in Section 23.1(L) following (as determined in accordance with Section 15.3 preceding) and apply for the eligible rate elements set forth in (E)(1) preceding during the applicable Service Period.

(1) The rates and charges for a replacing DSR ordered under Tariff F.C.C. No. 11 are the rates and charges set forth in Tariff F.C.C. No. 1 at Section 30.34.1 for price band rates and charges and Section 31.34.1 for all other rates and charges (as determined in accordance with Section 15.3 of that tariff) and apply for the eligible rate elements set forth in (E)(1) preceding during the Service Period. (x) (x)

(G) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability as stated in Section 23.1 following of this tariff, or in Section 34.1 of Tariff F.C.C. No. 11, apply to the replacing DSR. (x) (x)

(1) Subscription to Other Contract Tariff Options

(a) A customer subscribing to a replacing DSR under this Option 42 may concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the commitment period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services.

(b) Except as set forth in (G)(1)(a) preceding, the customer may not concurrently subscribe the replacing DSR, or any rate element of such replacing DSR, to another contract tariff option, unless the other contract tariff option specifically allows the replacing DSR for this Option 42 to concurrently subscribe to that other contract tariff option. (N)

(x) Issued under authority of Special Permission No. 06-031 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.43 Contract Tariff Option 42 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(2) Termination Liability

(a) Termination liability will not apply to cancellation of the commitment period for the existing DSR when the replacing DSR is ordered in accordance with (B)(3) and (4) preceding and Section 23.1 following or Section 34.1 of Tariff F.C.C. No. 11, as applicable. (x)

(b) Termination liability as it applies to the replacing DSR will not apply if the replacing DSR is converted (during the Service Period specified in (D) preceding) to another Telephone Company service with a higher OC rate or with a longer commitment period than the replacing DSR.

(c) In all other cases, termination liability will apply if the replacing DSR or a portion of the replacing DSR is terminated prior to the end of the Service Period specified in (D) preceding. Termination liability is calculated in accordance with Section 23.1(E) following of this tariff or Section 34.1(E) of Tariff F.C.C. No. 11. (x) (x)

(3) Expiration of Service Period

(a) Upon completion of the Service Period for this Option 42, the customer's subscription to this Option 42 is terminated, and the customer must choose one of the following options:

(1) discontinue the replacing DSR without termination liability;

(2) select any then offered term plan or contract tariff option for which the customer is eligible; or

(3) continue subscription to the replacing DSR on a monthly basis at the rates and charges for the 5-year term plan.

(b) In the event that the customer does not make an election of (G)(3)(a)(1) through (3) preceding, the customer's subscription to the replacing DSR will continue in accordance with (G)(3)(a)(3) preceding. (N)

(x) Issued under authority of Special Permission No. 06-031 of the Federal Communications Commission.

ACCESS SERVICE

21. CONTRACT TARIFFS (Cont'd)

21.44 Contract Tariff Option 43 (N)

(A) Scope

(1) Contract Tariff Option 43 (**Option 43**) is an offering exclusively for:

- a new installation of Optical Carrier 3 (OC3) Special Access Verizon Dedicated SONET Ring service (**DSR**) as described in Section 23.1 following when such DSR utilizes OC3 enhanced nodes and is ordered under a 5-year term plan (**new DSR**); or
- a renewal to a 5-year commitment period for an existing DSR at OC3 when such existing DSR (i) utilizes enhanced nodes; (ii) is still in-service under a 3-year or a 5-year term plan that has already expired and the customer did not select a new plan under Section 23.1(D)(2) following or extend the expiring commitment period under Section 23.1(I) following; or (iii) is still in-service under a 3-year or a 5-year term plan that will expire during the subscription period described in (B)(1) following (collectively, **renewal of DSR**).

(2) Option 43 provides discounted monthly rates for a new DSR or a renewal of DSR when ordered in accordance with the terms of this Option 43. Switched Access DSR rate elements as set forth in Section 23.1 following are not eligible for the Option 43 rates and charges set forth in (H) following.

(B) Eligibility Requirements

All of the following requirements must be met in order to be eligible for subscription to Option 43.

(1) A customer must subscribe to Option 43 by submitting a written authorization in a manner designated by the Telephone Company during the twelve (12) month period that begins on August 24, 2006 and ends on May 12, 2007 (**Subscription Period**).

(2) The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the Option 43 rates and charges set forth in (H) following, unless the later service date is designated by the Telephone Company.

(3) A customer must order a new DSR or a renewal of DSR, as applicable, in accordance with this Option 43 and during the Subscription Period specified in (B)(1) preceding. A new DSR does not include a DSR service that was subscribed to under another contract tariff option in this Section 21 or that was disconnected from its current location and installed as new at that same location. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(D) Service Period

(1) The **Service Period for a new DSR** that is subscribed to this Option 43 is sixty (60) months.

(a) The Service Period for a new DSR may be extended under (D)(4) following.

(b) The Service Period is applicable to the enhanced nodes and mileage of each DSR that is subscribed to under this Option 43. The Service Period is that period of time during which the rates set forth in (H) following apply, and is in lieu of the 5-year commitment period specified in Section 23.1 following.

(c) The Service Period commences with the date that billing for the new DSR begins and ends sixty (60) months later unless otherwise extended due to the addition of a node under (D)(4) following.

(2) The **Service Period for a renewal of DSR** that is subscribed to this Option 43 is sixty (60) months.

(a) The Service Period for a renewal of DSR may be extended under (D)(4) following.

(b) The Service Period is applicable to the enhanced nodes and mileage of each DSR that is subscribed to under this Option 43. The Service Period is that period of time during which the rates set forth in (H) following apply, and is in lieu of the 5-year commitment period specified in Section 23.1 following.

(c) The Service Period for a renewal of DSR whose commitment period expired prior to July xx, 2006 commences with the date of subscription to this Option 43 and continues for sixty (60) months unless otherwise extended due to the addition of a node under (D)(4) following.

(d) The Service Period for a renewal of DSR whose commitment period expires during the subscription period specified in (B)(1) preceding commences on the later of the first day following the expiration date of the commitment period for the expiring term plan or the date the customer elects to renew the DSR under Option 43 and ends sixty (60) months later unless otherwise extended due to the addition of a node under (D)(4) following. For example, the Service Period for a DSR that is due to expire September 27, 2006 and is renewed in accordance with this Option 43 prior to September 27, 2006 shall commence on September 28, 2006. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 43 consists of the Metropolitan Statistical Areas (**MSAs**) set forth in (C)(1)(a) and (b) following.

(a) In the following MSAs, the Option 43 discounted monthly rates will be applied to all of the eligible rate elements for the service as specified in (E) following.

Allentown-Bethlehem-Easton PA	MSA #58
Altoona PA	MSA #225
Baltimore MD	MSA #14
Charleston WV	MSA #140
Hagerstown MD	MSA #257
Harrisburg-Lebanon-Carlisle PA	MSA #84
Huntington-Ashland WV-KY-OH	MSA #110
Lancaster PA	MSA #105
Lynchburg VA	MSA #203
New York NY	MSA #1
Newport News-Hampton VA	MSA #104
Norfolk-Virginia Beach-Portsmouth VA/NC	MSA #43
Philadelphia PA-NJ	MSA #4
Pittsburgh PA	MSA #13
Reading PA	MSA #118
Richmond VA	MSA #59
Roanoke VA	MSA #157
Scranton-Wilkes Barre-Hazelton PA	MSA #56
Sharon PA	MSA #238
State College PA	MSA #259
Vineland-Millville-Bridgeton NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport PA	MSA #251
Wilmington-Newark DE-MD	MSA #69

(b) In the following MSAs, the Option 43 discounted monthly rates will be applied to all eligible rate elements for the service as specified in (E) following, with the exception of nodes located at an End User designated premises.

Atlantic-Cape May NJ	MSA #134
New Brunswick-Perth Amboy-Sayerville NJ	MSA #62
Wheeling WV-OH	MSA #178

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of a DSR subscribed to under this Option 43 will apply beginning on the effective date of such change and continue through the end of the commitment period. When such change results in an increase or decrease to the rates applicable to the DSR under this Option 43, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(D) Service Period (Cont'd)

(3) During the applicable Service Period, the customer is subject to termination liability under (G)(5) following if service under this Option 43 is discontinued prior to the end of the Service Period or a port purchased under Section 23.1 following is discontinued prior to the end of the Service Period for the associated DSR.

(4) Node Additions

(a) General

An additional node(s) may be added to a DSR that is subscribed to this Option 43 at any time prior to the end of the Service Period as determined in (D)(1) or (D)(2) preceding.

(b) Nodes Ordered During Subscription Period

Additional nodes ordered after the initial installation or establishment of DSR under this Option 43 and during the subscription period specified in (B)(1) preceding will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. The rates and charges for such additional nodes are the rates and charges set forth in (H) following. Such additional node(s) are also subject to termination liability under (G)(5) following when disconnected prior to the end of the Service Period.

(c) Nodes Added After the Subscription Period and Prior to Month 36 of the Service Period

Nodes added after the subscription period and prior to completion of the first thirty-six (36) months of the Service Period will have an expiration date that is coterminous with the expiration date of the applicable Service Period for the initial nodes ordered. Such added nodes will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) and to termination liability under Section 23.1(E) following for early discontinuance of service and are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of service or at any time prior to the end of the subscription period) and other eligible rate elements will be the rates specified in (H) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(D) Service Period (Cont'd)

(4) Node Additions (Cont'd)

(d) Nodes Added After Month 36 of the Service Period

Nodes added after the first 36 months of the Service Period require that the applicable Service Period for the entire DSR be extended by twenty-four (24) months thereby making the expiration date for the additional node(s) coterminous with the expiration date for the remainder of the service (**Extended Service Period**). The additional node(s) will be subject to the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) and to termination liability under Section 23.1(E) following for early discontinuance of service. Such nodes are not eligible for the rates and charges specified in (H) following. The rates for the remaining nodes (i.e., nodes ordered with the initial installation of service or at any time prior to the end of the subscription period) and other eligible rate elements will be the rates specified in (H) following during the Extended Service Period.

(E) The following DSR rate elements and service configurations are eligible for the rates and charges specified in (H) following.

(1) DSR rate elements that are eligible for the rates and charges specified in (H) following are:

- Enhanced OC3 nodes, including subtending nodes
- OC3 Mileage

(2) Only full ring service configurations may be subscribed to this Option 43.

(F) Application of Rates and Charges

(1) The rates and charges for this Option 43 as set forth in (H) following apply for the eligible rate elements set forth in (E)(1) preceding during the applicable Service Period or Extended Service Period for DSRs subscribed to this Option 43.

(2) When DSR service under this Option 43 is provided within the New York and New Jersey Corridor, billing for the rates and charges under this Option 43 are further subject to the requirements set forth in Section 2.4.7 preceding. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(G) Terms and Conditions

Unless superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following, apply to the DSR services subscribed to under this Option 43.

(1) The Option 43 rates set forth in (H) following will apply only for the duration of the Service Period set forth in (D)(1) or (D)(2) preceding or the Extended Service Period set forth in (D)(4)(d) preceding. If the customer renews or extends the commitment period for such DSR in accordance with Section 23.1 following, or if the customer does not take any action after expiration of the applicable Service Period, then in each case, the rates and charges set forth in (H) following shall not apply during such period following expiration of the applicable Service Period.

(2) For nodes added prior to the end of the subscription period (i.e., nodes ordered in accordance with Section (D)(4)(b) preceding), the rates set forth in (H) following will be used to calculate termination liability charges (as set forth in (G)(5) following) as they apply under this Option 43 and other sections of this tariff. For all other nodes, the rates set forth in Section 23.1(L) following (as determined in accordance with Section 14.7 preceding) are used.

(3) Work Activity Ordered on DSR Subscribed to Option 43

(a) With the exception of adding a node under (D)(4) preceding, removing a node of a DSR service subscribed to under this Option 43, or adding or removing ports under (G)(5)(a)(1) following, any replacements, rearrangements, or other physical change to the service subscribed to Option 43 will result in cancellation of the customer's subscription to this Option 43 for that service, in which case the rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) will apply for the balance of the Service Period for the affected DSR.

(b) If the addition or removal of a node results in an increase or decrease in the total number of miles around the circumference of the ring, the rates set forth in (H) following will continue to apply to such increase or decrease in the mileage rate element.

(c) At any time during the Service Period or Extended Service Period, as applicable, the customer may add or remove ports to the DSR service subscribed to under this Option 43 in accordance with Section 23.1 following, except that such ports will be subject to termination liability under (G)(5) following (when purchased prior to the end of the Subscription Period specified in (B)(1) preceding) or to termination liability under Section 23.1(E) following (when purchased after the end of the Subscription Period specified in (B)(1) preceding). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(4) Subscription to Other Contract Tariff Options

(a) A customer subscribing to DSR services under this Option 43 may concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services.

(b) Notwithstanding (G)(4)(a) preceding, the customer may not concurrently subscribe any DSR rate element that receives the Option 43 discounted monthly rates to any other contract tariff, unless subscription of such DSR is explicitly allowed under that contact tariff option. Upon subscription to another contract tariff option, the rates set forth in (H) following will cease, unless explicitly allowed to continue under the other contract tariff option. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(5) Termination Liability

(a) Termination liability will apply if the DSR subscribed to this Option 43, a portion of the DSR subscribed to this Option 43, or a port purchased under Section 23.1 following is terminated prior to the end of the applicable Service Period or Extended Service Period specified in (D) preceding as follows.

(1) Where the DSR, a portion of the DSR, or a port ordered prior to the end of the Subscription Period is cancelled within the first thirty-six (36) months of the Service Period, termination liability applies at 100% of the monthly recurring charge for the affected node and port rate elements beginning with the date of disconnection and continuing through the end of the first thirty-six (36) months of the (60) month Service Period. Where a port ordered after the end of the Subscription Period is cancelled prior to the end of the Service Period or Extended Service Period, as applicable, termination liability applies in accordance with Section 23.1(E) following.

(2) When calculating termination liability under (G)(5)(a)(1) preceding for the node rate element, the rates set forth in (H) following are used in the calculation. When calculating the termination liability charge on ports, the rates set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding) are used in the calculation.

(b) Termination liability does not apply if the DSR subscribed to this Option 43, a portion of the DSR subscribed to this Option 43, or a port ordered prior to the end the Subscription Period is cancelled after the first 36 months of a 60 month Service Period.

(c) Termination liability does not apply if a DSR subscribed to this Option 43 is upgraded to a DSR of a higher optical carrier rate (e.g., from OC3 to OC12), when such higher optical carrier rate DSR is purchased under Section 23.1 following and satisfies the requirements for an upgrade set forth in Section 23.1. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(6) Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 43; however, only the Special Access portion of such DSR is eligible for the rates set forth in (H) following.

(7) Expiration of Service Period

Upon completion of the Service Period or Extended Service Period for this Option 43, as applicable, the customer subscription to this Option 43 is terminated and the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the DSR service on a monthly basis at the 5-year term plan rates and charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(d) In the event that the customer does not make an election of (G)(7)(a) through (c) preceding, the customer's subscription to the new or upgraded DSR will continue in accordance with (G)(7)(c) preceding. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.44 Contract Tariff Option 43 (Cont'd) (N)

(H) Rates and Charges

The following rates and charges will apply for the DSR rate elements specified in (E) preceding when that DSR is subscribed to this Option 43. Such rates will continue through the end of the Service Period set forth in (D) preceding or the Extended Service Period set forth in (D)(4)(d) preceding. The rates and charges that apply to such DSR rate elements after the end of the Service Period or Extended Service Period and for any other rate not shown, whether for the DSR or for a service connected to such DSR, are the rates and charges set forth in other sections of this tariff.

	Monthly Rates	Nonrecurring Charges
(1) **OC3 Enhanced Nodes**, per node	$1,096.50	None

	Monthly Rates	
(2) **OC3 Ring Mileage**, per mile	$199.75	(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (N)

(A) Scope

(1) Contract Tariff Option 44 (**Option 44**) is an offering exclusively for customers who convert Eligible UNEs, as defined in (A)(2) following, that were previously purchased from the Telephone Company to the Eligible Special Access Services listed in (A)(3) following.

(2) Eligible High Capacity Unbundled Network Elements (collectively **Eligible UNEs**) are comprised of the following elements (whether converted under this Option 44 or previously converted in accordance with (A)(3) following).

(a) 1.544 Mbps and 44.736 Mbps Unbundled Network Element loops (sometimes referred to as DS1 Loops or DS1 Links and DS3 Loops or DS3 Links, respectively), collectively **UNE Loops.**

(b) 1.544 Mbps and 44.736 Mbps Unbundled Network Element Interoffice Facilities (sometimes referred to as DS1 Dedicated Transport and DS3 Dedicated Transport, respectively) and any associated central office multiplexing, collectively **UNE IOF.**

(c) High Capacity DS1 and DS3 Unbundled Network Element Entrance Facilities (sometimes formerly referred to as DS1 CLEC Dedicated Transport and DS3 CLEC Dedicated Transport, respectively), collectively **UNE Entrance Facilities.**

(d) 1.544 Mbps and 44.736 Mbps Unbundled Network Element Expanded Extended Links (sometimes referred to as Enhanced Extended Links) comprised of combinations of UNE Loops, UNE IOF and/or UNE Entrance Facilities, and any central office multiplexing used as part of any such combination, collectively **UNE EELs.** (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd)

(A) Scope (Cont'd)

(3) Eligible Special Access Services

The Special Access Services that may be subscribed to under this Option 44 are those Eligible UNEs that (i) were previously converted from an Eligible UNE specified in (A)(2) preceding to the corresponding Special Access Service specified in (a) or (b) following between the period beginning September 1, 2005 and ending October 20, 2006 (**Previously Converted Eligible UNEs**), and (ii) are converted from an Eligible UNE specified in (A)(2) preceding to the corresponding Special Access Service specified in (a) or (b) following after subscription to this Option 44 (**Newly Converted Eligible UNEs**). Previously Converted Eligible UNEs and Newly Converted Eligible UNEs are collectively referred to as **Eligible Special Access Services.**

(a) A DS1 Eligible UNE was (or will be) converted to a Special Access 1.544 Mbps High Capacity Service (**HiCap DS1**). Where the DS1 Eligible UNE was multiplexed, the HiCap DS1 was (or will be) provided with central office multiplexing.

(b) A DS3 Eligible UNE was (or will be) converted to a Special Access 44.736 Mbps High Capacity Service (**HiCap DS3**). Where the DS3 Eligible UNE was multiplexed, the HiCap DS3 was (or will be) provided with central office multiplexing.

(4) Customers who convert (or have converted) their Eligible UNEs to Eligible Special Access Services in accordance with the requirements set forth in this Option 44 will receive discounted monthly recurring rates (as set forth in (I) following) for certain rate elements of those Eligible Special Access Services, and certain other benefits set forth in this Option 44.

(5) Customers who subscribe to this Option 44 on or before January 20, 2007 are also eligible to receive an Early Commitment Signing Bonus Credit as described in (G) following. (C) (C)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd)

(B) Eligibility

The customer must meet all of the criteria set forth following in order to be eligible to receive the discounted monthly recurring rates and other benefits of this Option 44.

(1) A customer subscribes to Option 44 by submitting a written authorization, in a manner designated by the Telephone Company, during the ninety (90) day period beginning on October 21, 2006 and ending January 20, 2007 (**Subscription Period**). A customer who subscribes to this Option 44 no later than January 20, 2007 is also eligible for an Early Commitment Signing Bonus Credit as described in (G) following. (C)

(2) The customer must purchase one or more of the Eligible UNEs specified in (A)(2) preceding from the Telephone Company in at least three (3) Qualified MSAs. A **Qualified MSA** is a Metropolitan Statistical Area (MSA) where the customer purchases one (1) or more of the Eligible UNEs specified in (A)(2) preceding from the Telephone Company. The customer must meet the requirement to purchase Eligible UNEs in at least three (3) Qualified MSAs in one (1) of the following ways: (a) the customer purchases Eligible UNEs in at least three (3) MSAs which are entirely within the operating territories of this tariff; or (b) the customer purchases Eligible UNEs in at least three (3) MSAs which are within the operating territories of this tariff and of Tariff F.C.C. No. 11 as measured on a combined basis across this tariff and Tariff F.C.C. No. 11.

As an illustrative example, assume that the customer purchases Eligible UNEs in two (2) MSAs within the operating territories of this tariff, and four (4) MSAs within the operating territories of Tariff F.C.C. No. 11. The customer is eligible to participate in this Option 44 because it purchases Eligible UNEs in a total of six (6) MSAs, as measured on a combined basis across this tariff and Tariff F.C.C. No. 11, which meets the requirement to purchase Eligible UNEs in at least three (3) Qualified MSAs as set forth above.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) At the time of subscription to this Option 44, the customer must elect to include all (one hundred percent (**100%**)) of its Eligible UNEs in either one hundred percent (**100%**) of its Qualified MSAs or eighty percent (**80%**) of its Qualified MSAs.

(a) Where the customer has Qualified MSAs only under this tariff, then the customer must elect to include all (one hundred percent (**100%**)) of its Eligible UNEs in either one hundred percent (**100%**) of its Qualified MSAs or eighty percent (**80%**) of its Qualified MSAs of this tariff.

(b) Where the customer has Qualified MSAs under this tariff and under Tariff F.C.C. No. 11, then the customer must elect to include all (one hundred percent (**100%**)) of its Eligible UNEs in either one hundred percent (**100%**) of its Qualified MSAs or eighty percent (**80%**) of its Qualified MSAs under both this tariff and of Tariff F.C.C. No. 11, as measured on a combined basis across this tariff and Tariff F.C.C. No. 11. (x) (x) (x)

(c) Where the customer elects to include eighty percent (**80%**) of its Qualified MSAs, and the customer has Eligible UNEs in one (1) or more of the following MSAs, then the customer must include all (one hundred percent (**100%**)) of its Eligible UNEs in all of such MSA(s) in the list of Qualified MSAs, even if the inclusion of such Qualified MSAs results in a one hundred percent (100%) commitment.

- New York NY (MSA #1) of this tariff (see Note)
- New York NY (MSA #1) of Tariff F.C.C. No. 11 (see Note) (x)
- Philadelphia PA-NJ (MSA #4) of this tariff
- Boston MA-NH (MSA #6) of Tariff F.C.C. No. 11 (x)
- Washington DC-MD-VA (MSA #8) of this tariff
- Baltimore MD (MSA #14) of this tariff

Note: To determine the actual number of Qualified MSAs required for an election of eighty percent (**80%**), count the New York NY (MSA #1) of this tariff and of Tariff F.C.C. No. 11 as one (1) Qualified MSA. (x) (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

As an illustrative example, assume that a customer has Eligible UNEs that can be converted to Eligible Special Access Services in the following six (6) MSAs:

- New York NY
- Philadelphia PA-NJ MSA
- Pittsburg PA MSA
- Richmond VA MSA
- Providence-Warwick RI MSA
- Worcester MA-CT MSA

Further assume that the customer elects to convert all (one hundred percent (**100%**)) of its Eligible UNEs in eighty percent (**80%**) of its Qualified MSAs under this Option 44 and Option 45 of (x)
Tariff F.C.C. No. 11 for a total of five (5) Qualified MSAs (6 (x)
MSAs x 80% = 4.8 MSAs rounded up to 5 MSAs). In this case, the five (5) Qualified MSAs that are converted must include the New York NY MSA and the Philadelphia PA-NJ MSA.

(d) Where the customer elects to include all (one hundred percent (**100%**)) of its Eligible UNEs in eighty percent (**80%**) of its Qualified MSAs, the number of Qualified MSAs that must be included is determined by multiplying the total number of Qualified MSAs by eighty percent 80% and then rounding up to the next whole MSA.

As an illustrative example, assume the customer has Eligible UNEs in nine (9) Qualified MSAs on a combined basis across this tariff and Tariff F.C.C. No. 11. In this case, the customer would need (x)
to include eight (8) of its Qualified MSAs (9 Qualified MSAs x .80 = 7.2 Qualified MSAs and rounded up to 8 Qualified MSAs on a combined basis across this tariff and Tariff F.C.C. No. 11). (x)

As a second illustrative example, assume the customer has eligible UNEs in four (4) Qualified MSAs under this tariff. In this case the customer would need to include four (4) of its Qualified MSAs in this Option 44 (4 Qualified MSAs x .80 = 3.2 Qualified MSAs rounded up to 4 Qualified MSAs). Since the customer must include all 4 (one hundred percent (**100%**))of its Qualified MSAs, the customer's election shall be changed from eighty percent (**80%**) to (one hundred percent (**100%**) for the purpose of applying the monthly recurring rates, terms and conditions of this Option 44. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) (Cont'd)

(e) The Telephone Company will project manage (in a manner designated by the Telephone Company) conversion of each DS1 Eligible UNE and each DS3 Eligible UNE within a Qualifying MSA to a DS1 Eligible Special Access Service and a DS3 Eligible Special Access Service, respectively.

(4) Eligible Special Access Services that can be subscribed to under this Option 44 include only those Eligible Special Access Services that are (a) replacing Eligible UNEs within a Qualified MSA as committed to by the customer at the time of subscription to this Option 44, and (b) those Eligible Special Access Services specified in (A)(3) preceding that were Previously Converted Eligible UNEs.

(C) Service Period

(1) Option 44 Service Period

(a) The Service Period for this Option 44 is that period of time during which the monthly recurring rates (as set forth in (I) following) and the other applicable benefits of this Option 44 apply to the Eligible Special Access Services that are subscribed to under this Option 44 (**Service Period**).

(b) The Service Period for Option 44 commences with the date that the customer subscribes to Option 44 and continues until there are no longer any Eligible Special Access Services remaining under a Term Pricing Plan (**TPP**) or a Commitment Discount Plan (**CDP**). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(C) Service Period (Cont'd)

(2) Service Period for Eligible Special Access Service Ordered Under a TPP

(a) The Service Period for each Eligible Special Access Service specified in (A)(3) preceding that is ordered under a circuit-specific TPP as described herein and in Section 7 preceding is the TPP commitment period for that individual Eligible Special Access Service.

(b) The TPP commitment period commences with the date of subscription to this Option 44 (**TPP Subscription Date**) and continues for the selected commitment period unless otherwise extended or renewed in accordance with Section 7 preceding, in which case subscription to this Option 44 continues for the extended or renewed TPP commitment period.

(c) Each Eligible Special Access Service that is subscribed to under this Option 44 must be under a TPP with a commitment period of 3-years, 5-years or 7-years in the case of DS1 Eligible Special Access Services, under a TPP with a commitment period of 3-years or 5-years in the case of DS3 Eligible Special Access Services, or under a CDP as specified in (C)(3) following.

(3) Service Period for Eligible Special Access Service Ordered Under a CDP

(a) The Service Period for each Eligible Special Access Service specified in (A)(3) preceding that is ordered under a CDP as described herein and in Section 25 following is (1) the selected CDP commitment period if a new CDP is established in conjunction with subscription to this Option 44; or (2) the balance of the CDP commitment period for the applicable service type involved unless otherwise renewed or extended, in which case subscription to this Option 44 continues for the extended or renewed CDP commitment period.

(b) The CDP commitment period commences with the date of subscription (**CDP Subscription Date**) and continues to the common expiration date for the applicable service type under the CDP. For example, assume that the customer establishes a new 5-year CDP for its DS1 Eligible Special Access Services upon subscription to this Option 44 on October 30, 2006, and that the common expiration date for all DS1 services under the CDP is October 30, 2011. In this case, all DS1 Eligible Special Access Services that are subscribed to under this Option 44 will have a common expiration date of October 30, 2011. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(C) Service Period (Cont'd)

(3) Service Period for Eligible Special Access Service Ordered Under a CDP (Cont'd)

(c) In accordance with the terms and conditions for a CDP set forth in Section 25.1 following, a customer who already subscribes to a CDP at the time of subscription will have the Eligible Special Access Services that are subscribed to under this Option 44 automatically added to their existing CDP for the purposes specified herein.

(d) Each Eligible Special Access Service that is subscribed to under this Option 44 must be under a CDP with a commitment period of 3-years, 5-years or 7-years in the case of DS1 Eligible Special Access Services, under a CDP with a commitment period of 3-years or 5-years in the case of DS3 Eligible Special Access Services, or under a TPP as specified in (C)(2) preceding.

(D) Serving Area

(1) The serving area for this Option 44 includes all Phase I MSAs, all Phase II MSAs, and all other MSAs of this tariff and of Tariff F.C.C. No. 11 (**collectively, all MSAs**). Wire centers for the Phase II MSAs in this tariff are set forth in Section 14.7 preceding. (x) (x)

(2) Any additions of, or changes to, the wire centers within an MSA that occur during the Service Period of this Option 44 will apply beginning on the effective date of such change and continuing through the end of the Service Period. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(E) Obligations of the Customer

(1) Acceptance of UNE Circuit Identification Numbers

(a) No later than thirty (30) calendar days following subscription to Option 44, the Telephone Company will provide the customer with a list of circuit identification numbers for the Newly Converted Eligible UNEs (as defined in (A)(3) preceding) and the Previously Converted Eligible UNEs (as defined in (A)(3) preceding). Each circuit identification number on the list will count as one (1) Eligible UNE that is converted to an Eligible Special Access Service for the purpose of administering the terms and conditions of this Option 44.

(b) No later than fifteen (15) calendar days following the Telephone Company's provision of the foregoing list of circuit identification numbers in accordance with (E)(1)(a) preceding, the customer must accept in writing the list of circuit identification numbers that identifies the Newly Converted Eligible UNEs and the Previously Converted Eligible UNEs provided by the Telephone Company.

(c) In the event that the customer does not so accept one (1) or more circuit identification numbers on the list provided to the customer in accordance with (E)(1)(a) preceding, the Telephone Company will verify that the Eligible UNE exists in its records for the customer and shall have the final decision on whether or not such circuit identification number(s) will be included as an Eligible Special Access Service(s) in this Option 44.

(2) The customer must work cooperatively with the Telephone Company, including by following all procedures that the Telephone Company employs to convert the Eligible UNEs within each Qualified MSA to Eligible Special Access Service that are subscribed to under this Option 44. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(F) Application of Monthly Recurring Rates and Nonrecurring Charges

Except as expressly provided in this Section 21.45, the rates and regulations set forth herein do not apply to an Eligible Special Access Service that is subscribed to under this Option 44, where such Eligible Special Access Service is served by a wire center that is not within a Phase I or Phase II MSA, or where the End User channel termination of an Eligible Special Access Service is served by a non-qualified wire center as described in Section 14.7 preceding.

(1) Subject to (F)(2) following, the monthly recurring rates set forth in (I) following apply to each Eligible Special Access Service that is subscribed to under this Option 44, as follows. Monthly recurring rates are arranged in two (2) tiers depending on the percentage of Qualified MSAs that the customer elects to convert at the time of subscription to this Option 44.

(a) Tier 1 Monthly Recurring Rates

Where an Eligible Special Access Service is served by a wire center that is within a Phase I or Phase II Qualified MSA of this tariff, and where the customer elected to convert all (one hundred percent (100%)) of its Eligible UNEs within one hundred percent (100%) of its Qualified MSAs to the Eligible Special Access Services as specified in (A)(3) preceding, Tier 1 monthly recurring rates set forth in (I)(1) following apply in accordance with Section 14.7 preceding. In this case, Tier 1 monthly recurring rates apply in lieu of the monthly recurring rates set forth in Section 7 preceding.

(b) Tier 2 Monthly Recurring Rates

Where an Eligible Special Access Service is served by a wire center that is within a Phase I or Phase II Qualified MSA of this tariff, and where the customer elected to convert all (one hundred percent (100%)) of its Eligible UNEs within eighty percent (80%) of its Qualified MSAs to the Eligible Special Access Services as specified in (A)(3) preceding, Tier 2 monthly recurring rates set forth in (I)(2) following apply in accordance with Section 14.7 preceding. In this case, Tier 2 monthly recurring rates apply in lieu of the monthly recurring rates set forth in Section 7 preceding.

(2) Where the End User channel termination of an Eligible Special Access Service that is subscribed to under this Option 44 is served by a non-qualified wire center (as described in Section 14.7 preceding), the monthly recurring rates and nonrecurring charges as set forth in other sections of this tariff apply in accordance with Section 14.7 preceding. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(F) Application of Monthly Recurring Rates and Nonrecurring Charges (Cont'd)

(3) Where an Eligible Special Access Service within a Qualified MSA is provided within an operating territory of Tariff F.C.C. No. 11, the monthly recurring rates set forth in Option 45 of Tariff F.C.C. No. 11 apply in accordance with the terms and conditions of Option 45 of Tariff F.C.C. No. 11. (x) (x)

(4) The Tier 1 or Tier 2 monthly recurring rates as described in (F)(1)(a) through (F)(1)(c) preceding, apply to each Eligible Special Access Service beginning with the date of subscription and ending when the Eligible Special Access Service is no longer subscribed to under this Option 44 for one of the following reasons:

(a) The Eligible Special Access Service is disconnected; or

(b) The Eligible Special Access Service is no longer under an initial term, an extended term or a renewed term of a TPP or CDP, as applicable; or

(c) The Eligible Special Access Service is disconnected, moved or physically modified in any way whatsoever, except that such Eligible Special Access Service may be groomed for the purpose of changing the amount of channel mileage applicable to such service; or

(d) The Eligible Special Access Service is converted back to a UNE.

(5) Where the customer's subscription of an Eligible Special Access Service is terminated under (F)(4)(b) or (F)(4)(c) preceding, the monthly recurring rates set forth in (I) following will no longer apply to the affected Eligible Special Access Service and, where the affected Eligible Special Access Service continues, it will continue at the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding).

(6) Where the customer's subscription of an Eligible Special Access Service is terminated under (F)(4)(d) preceding, the monthly recurring rates set forth in (I) following will no longer apply to the affected Eligible Special Access Service. Additionally, the Eligible Special Access Services that remain subscribed to under this Option 44 will be subject to the terms and conditions set forth in (H)(4) following. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(F) Application of Monthly Recurring Rates and Nonrecurring Charges (Cont'd)

(7) Nonrecurring charges do not apply under this Option 44 to convert a DS1 Eligible UNE to a DS1 Eligible Special Access Service or to convert a DS3 Eligible UNE to a DS3 Eligible Special Access Service.

(8) Subsequent Physical Work Orders

(a) After (but not simultaneous with) the conversion of a DS1 Eligible UNE to a DS1 Eligible Special Access Service under this Option 45, or after (but not simultaneous with) the conversion of a DS3 Eligible UNE to a DS3 Eligible Special Access Service under this Option 44, the customer may order to have the DS1 or DS3 Eligible Special Access Service groomed for the purpose of increasing or decreasing the number of miles applicable to such DS1 or DS3 Eligible Special Access Service. Under this Option 44, grooming is defined as work activity involving a change in the wire center where the DS1 Eligible Special Access Service or DS3 Eligible Special Access Service is multiplexed on to a facility of a higher bit rate. Such grooming of the DS1 or DS3 Eligible Special Access Service will not result in cancellation of the customer's subscription of the affected DS1 or DS3 Special Access Service to this Option 44. Nonrecurring charges for such grooming orders apply in accordance with Section 7 preceding.

(b) Except as allowed under (F)(8)(a) preceding, all other physical work orders (e.g., upgrades or moves) will result in cancellation of the customer's subscription of the affected DS1 or DS3 Eligible Special Access Service to this Option 44. In this case, nonrecurring charges as set forth in other sections of this tariff may apply. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd)

(G) Early Commitment Signing Bonus Credit

(1) Eligibility for Early Commitment Signing Bonus Credit

A customer who subscribes to this Option 44 and, when applicable, Option 45 of Tariff F.C.C. No. 11 (which subscriptions must be submitted to the Telephone Company on the same date), between the period beginning October 21, 2006 and ending January 20, 2007 (the date of subscription by the customer being the **Early Subscription Date**) is eligible for an Early Commitment Signing Bonus (**ECSB**) Credit when all of the following conditions are met: (C)

(a) The customer, via such subscription(s), elected to convert all (one hundred percent (100%)) of its Eligible UNEs to Eligible Special Access Services within all (one hundred percent (100%)) of its Qualified MSAs of this tariff and all (100%) of its Qualified MSAs of Tariff F.C.C. No. 11; and

(b) The Eligible Special Access Services are under a TPP or CDP with a commitment period of five (5) years or seven (7) years under this tariff and, where applicable, under a Service Discount Plan (SDP) or CDP with a commitment period of 5 years or 7 years under Tariff F.C.C. No. 11; and

(c) At the end of the first twelve (12) months following the Early Subscription Date, the customer has in-service at least seventy-five percent (75%) of the Eligible Special Access Services, as measured in this (G), that were initially subscribed to on the Early Subscription Date under this Option 44 and, when applicable, under Option 45 of Tariff F.C.C. No. 11, on a combined basis under such Options 44 and 45, respectively.

The ECSB Credit is a one-time credit that will be determined by the Telephone Company following the passage of the first twelve (12) months after the Early Subscription Date. The Telephone Company will apply the ECSB Credit, if any, to the customer's bill within ninety (90) days after the passage of the first twelve (12) months after the Early Subscription Date. The Telephone Company's determination of the ECSB Credit amount shall be final and binding, absent arithmetical errors, and shall not be subject to dispute by customer.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(2) Determination of ECSB Credit Amount, if any

The customer's ECSB Credit amount, if any, shall be an amount that is:

(a) no greater than twenty-six percent (26%) of the total monthly recurring charges (Total MRCs) for a single month (as determined in (G)(3) following) that would have been assessed if (i) all (one hundred percent (100%)) of the customer's Eligible UNEs had already been converted to Eligible Special Access Services no later than the close of the bill period in the month immediately prior to the Early Subscription Date, and (ii) the customer subscribed to the Eligible Special Access Services under a TPP, SDP or CDP with a 5-year commitment period, and (iii) the Eligible Special Access Services were billed at the 5-year monthly recurring rates set forth in (I)(1) following, or

(b) no greater than twenty-nine percent (29%) of the total monthly recurring charges (Total MRCs) for a single month (as determined in (G)(3) following) that would have been assessed if (i) all (one hundred percent (100%)) of the customer's Eligible UNEs had already been converted to Eligible Special Access Services no later than the close of the bill period in the month immediately prior to the Early Subscription Date, and (ii) the customer subscribed to the Eligible Special Access Services under a TPP, SDP or CDP with a 7-year commitment period, and (iii) the Eligible Special Access Services were billed at the 7-year monthly recurring rates set forth in (I)(1) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(3) The total monthly recurring charges that would have been assessed at the close of the bill period in the month immediately prior to the Early Subscription Date if all (one hundred percent (100%)) of the customer's Eligible UNEs (both Newly Converted Eligible UNEs and Previously Converted Eligible UNEs) had already been converted to Eligible Special Access Services (**Total MRCs**) are determined as follows:

(a) Using the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding) of this tariff and, when applicable, Section 30 and Section 31 of Tariff F.C.C. No. 11 (as determined in accordance with Section 15.3 of Tariff F.C.C. No. 11), the Telephone Company will recalculate the total monthly recurring charges that would have been assessed to the customer if all (one hundred percent (100%)) of the customer's Eligible UNEs had already been converted to Eligible Special Access Services by the close of the bill date in the month immediately prior to the Early Subscription Date; and (x) (x) (x)

(b) where the customer's Eligible UNEs include Previously Converted Eligible UNEs for which the customer selects a different TPP, SDP or CDP commitment period upon subscription to this Option 44 and Option 45 of Tariff F.C.C. No. 11, the Telephone Company will recalculate the monthly recurring charges that would have been assessed to the customer based on the selected commitment period and using the same methodology set forth in (G)(3)(a) preceding. (x)

The Total MRCs determined above are for the purpose of determining the ECSB Credit amount and are not meant to mean that the service is repriced.

(4) In no case shall the ECSB Credit amount exceed 26% or 29%, as applicable, of the Total MRCs as determined in (G)(3) preceding.

(5) The ECSB Credit may be reduced in accordance with the table in Step 5 of (G)(7) following based on the total number of Eligible Special Access Services that are still in-service on the date that is twelve (12) months after the Early Subscription Date.

(6) Where the customer has Qualified MSAs that are within this tariff and Tariff F.C.C. No. 11, (i) the customer's ECSB Credit amount, if any, will be calculated across this tariff and Tariff F.C.C. No. 11 on a combined basis; and (ii) the customer is not entitled to a separate ECSB Credit under Option 45 of Tariff F.C.C. No. 11. (x) (N) (x)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

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ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(7) The amount, if any, of ECSB Credit is determined as follows:

Step 1 Determine the total number of DS1 Eligible UNEs that the customer converts to DS1 Eligible Special Access Services by first summing the following two numbers: (i) the total number of DS1 Newly Converted Eligible UNEs that are in-service at the close of the last bill period prior to the Early Subscription Date and (ii) the total number of DS1 Previously Converted Eligible UNEs that are in-service at the close of the last bill period prior to the Early Subscription Date.

Separately determine the total number of DS3 Eligible UNEs (both DS3 Newly Converted Eligible UNEs and DS3 Previously Converted Eligible UNEs) using the same methodology specified above for DS1 Eligible UNEs.

Step 2 Calculate the Total MRCs that would have been assessed for all DS1s (as determined in Step 1) to the customer at the close of the last bill period prior to the Early Subscription Date using the methodology set forth in (G)(3) preceding.

Separately calculate the Total MRCs that would have been assessed for all DS3s (as determined in Step 1) in the same manner specified above for DS1s.

Step 3 Calculate the maximum DS1 ECSB Credit that the customer can obtain by multiplying 26% or 29% (as determined in (G)(2) preceding) to the DS1 Total MRCs (as determined in Step 2).

Separately calculate the maximum DS3 ECSB Credit in the same manner specified above for the DS1 ECSB Credit. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(7) (Cont'd)

Step 4 Determine the total number of DS1s that were retained and are still in-service on the date that is twelve (12) months after the Early Subscription Date, and develop a percentage of **DS1s Retained** by dividing the number of DS1s retained by the total number of DS1 Eligible UNEs determined in Step 1. Always round the percentage of DS1s Retained down to the next whole percentage before continuing to Step 5. For example, a percentage of 74.9% would be rounded down to 74%.

Separately develop a percentage of **DS3s Retained** in the same manner as the percentage of DS1s Retained was determined above.

Step 5 Using the table set forth following, determine the Maximum Percentage Payout for the DS1 ECSB Credit by applying the percentage of DS1s Retained (as determined in Step 4) to Column A of the table. The corresponding percentage in Column B is the Maximum Percentage Payout for DS1s.

Percentage DS1 or DS3 Retained Column A	Maximum Percentage Payout of DS1 or DS3 ECSB Credit Column B
86% - 100%	100%
85%	85%
84%	84%
83%	83%
82%	82%
81%	81%
80%	80%
79%	79%
78%	78%
77%	77%
76%	76%
75%	75%
0-74%	Not Eligible for ECSB Credit

Separately determine the Maximum Percentage Payout for the DS3 ECSB Credit in the same manner as the Maximum Percentage Payout for DS1s was determined above. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(7) (Cont'd)

Step 6 Calculate the actual DS1 ECSB Credit obtained, if any, by multiplying the Total MRCs for DS1s (as determined in Step 2) by the Maximum Percentage Payout for DS1s Retained (as determined in Step 5).

Separately calculate the actual DS3 ECSB Credit obtained in the same manner as the actual DS1 ECSB Credit was determined above.

Step 7 The actual ECSB Credit that is due to the customer is the determined by summing the actual DS1 ECSB Credit (as determined in Step 6) and the actual DS3 ECSB Credit (as determined in Step 6).

(8) The following example illustrates the calculations used to determine the ECSB Credit.

For this illustrative example, assume the following:

- The customer's Early Subscription Date is October 23, 2006.
- At the time of Early Subscription, the customer had 8,500 DS1 Newly Converted Eligible UNEs and 1,500 DS1 Previously Converted Eligible UNEs for a total of 10,000 DS1 Eligible UNEs. Further assume that the DS1 Previously Converted Eligible UNEs had been converted to Special Access Services under a CDP with a 5-year commitment period.
- At the time of Early Subscription, the customer has 180 DS3 Newly Converted Eligible UNEs and 20 DS3 Previously Converted Eligible UNEs for a total of 200 DS3 Eligible UNEs. Further assume that the DS3 Previously Converted Eligible UNEs had been converted to Special Access Services under a CDP with a 5-year commitment period.
- On the Early Subscription Date, the customer selected a 7-year commitment period for its DS1 Eligible Special Access Services that are under a CDP (i.e., an increase in the CDP commitment period for DS1 services from 5-years to 7-years) and a 5-year commitment period for its DS3 Eligible Special Access Services that are under a CDP (i.e., no change in the CDP commitment period for DS3 services).
- On the date that is twelve (12) months after the Early Subscription Date, the customer retained 8,500 DS1 Eligible Special Access Services and 189 DS3 Eligible Special Access Services.

Step 1 Determine the total number of DS1 and DS3 Eligible UNEs. From the above assumptions, the customer has a total of 10,000 DS1 Eligible UNEs and 200 DS3 Eligible UNEs. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(8) (Cont'd)

Step 2 Calculate the DS1 Eligible Special Access Services Total MRCs for DS1 Newly Converted Eligible UNEs and DS1 Previously Converted Eligible UNEs using the 7-year CDP rates. For purposes of this illustrative example, assume that the DS1 Eligible Special Access Services Total MRCs for DS1s is $1,865,384.

Calculate the DS3 Eligible Special Access Services Total MRCs for DS3 Newly Converted Eligible UNEs and DS3 Previously Converted Eligible UNEs using the 5-year CDP rates. For purposes of this illustrative example, assume that the Total MRCs for DS3s is $230,769.

Step 3 Calculate the DS1 Maximum ECSB Credit by multiplying the DS1 Total MRCs calculated in Step 2 by 29% for the 7-year CDP commitment period ($1,865,384 x 29% = $540,961.36).

Calculate the DS3 Maximum ECSB credit using the same methodology used to calculate the DS1 Maximum ECSB Credit above ($230,769 x 26% for a 5-year CDP commitment period = $59,999.94).

Step 4 Calculate the percentage of DS1s Retained. Using the assumed number of DS1s Retained as stated above, divide the number of DS1s Retained by the total number of DS1 Eligible UNEs determined in Step 1 (8,500 DS1s Retained / 10,000 DS1 Eligible UNEs = .85 or 85 percent (85%) DS1s retained).

Calculate the percentage of DS3s Retained using the same methodology used to calculate the percentage of DS1s Retained above (189 DS3s Retained/ 200 DS3 Eligible UNEs = .945 and round down to the next whole percentage or to 94% DS3s retained for this example).

Step 5 Apply the percentage of DS1s Retained to Column A of the table set forth in (G)(7) preceding and determine the corresponding percentage payout for DS1 ECSB Credit (85% DS1s Retained equals an 85% payout for DS1 ECSB Credit).

Apply the same methodology to determine the percentage payout for DS3 ECSB Credit (94% DS3s Retained equals a 100% payout for DS3 ECSB Credit). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(G) Early Commitment Signing Bonus Credit (Cont'd)

(8) (Cont'd)

Step 6 Calculate the actual DS1 ECSB Credit by multiplying the maximum DS1 ECSB Credit determined in Step 3 by the percentage DS1s Retained determined in Step 5 ($540,961.36 x 85% = $459,817.16).

Calculate the actual DS3 ECSB Credit using the same methodology used to calculate the actual DS1 ECSB Credit above ($59,999.94 x 100% = $59,999.94)

Step 7 Determine the actual ECSB Credit due to the customer ($459,817.16 + $59,999.94 = $519,817.10).

(H) Terms and Conditions

(1) Subscription to Other Contract Tariff Options

(a) A customer subscribing to Eligible Special Access Services under this Option 44 may concurrently subscribe to any other tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which other tariff arrangement, contract tariff option, specialized service or arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for those same services, unless such other tariff arrangement, contract tariff option, specialized service or arrangement, or ICB restricts such subscription to this Option 44.

(b) The customer may concurrently subscribe to Option 45 of Tariff F.C.C. No. 1. (x) (x)

(c) Notwithstanding (H)(1)(a) and (H)(1)(b) preceding, the customer may not concurrently subscribe any Eligible Special Access Service as specified in (A)(3) preceding to any other contract tariff option, unless subscription of the Eligible Special Access Service is explicitly allowed under such other contact tariff option. Upon subscription to another contract tariff option, the monthly recurring rates set forth in (I) following will cease and the customer will be subject to early termination under (H) following, unless explicitly allowed to continue under such other contract tariff option. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(2) For customers whose DS1 and DS3 Eligible Special Access Services are already under a CDP as of the date of subscription to this Option 44 and, when applicable, to Option 45 of Tariff F.C.C. No. 11 (**Existing CDP**), the following applies. (x) (x)

(a) For each Eligible UNE converted to an Eligible Special Access Service, the Eligible Special Access Service will automatically be added to the customer's DS1 Existing CDP for DS1 services or DS3 Existing CDP for DS3 services, as applicable.

(b) For each DS1 or DS3 channel termination of the Eligible Special Access Services that are added to the customer's Existing CDP(s), the CDP count of in-service channel terminations will increase by one (1) DS1 or DS3 channel termination, as applicable.

(c) For each CDP true-up following the date of subscription, the increased CDP count of in-service channel terminations will be used in determining if the customer has met its minimum commitment under the Existing CDP as follows.

(1) During the time that an Eligible Special Access Service is subscribed to under this Option 44 and, when applicable, under Option 45 of Tariff F.C.C. No. 11, each DS1 or DS3 channel termination that is served by a wire center that is within a Phase I or Phase II Qualified MSA will be included in the CDP count of in-service channel terminations for use in each subsequent CDP true-up following the date of subscription. Provided that the Eligible Special Access Service of such channel termination remains subscribed to under this Option 44 or, when applicable, under Option 45 of Tariff F.C.C. No. 11, the resulting increase to the CDP count of in-service channel terminations will not result in an increase in the CDP minimum commitment under Section 25.1.7 preceding. (x) (x)

(2) During the time that an Eligible Special Access Service is subscribed to under this Option 44 and, when applicable, under Option 45 of Tariff F.C.C. No. 11, each DS1 or DS3 channel termination that is not served by a wire center that is within a Phase I or Phase II Qualified MSA and each DS1 or DS3 End User channel termination that is served by a non-Qualified wire center will be included in the CDP count of in-service channel terminations for use in each subsequent CDP true-up following the date of subscription. The resulting increase to the CDP count of in-service channel terminations may result in an increase in the CDP minimum commitment under Section 25.1.7 preceding. (x)

(d) Termination Liability Reduction Credit as described in (H)(3) following will not be applied to the Eligible Special Access Services specified in (A)(3) preceding that are added to a CDP. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(3) Termination Liability Reduction Credit

(a) For customers who subscribe to an Eligible Special Access Service specified in (A)(3) preceding under a TPP, the customer is eligible for a Termination Liability Reduction Credit (**TLRC**). The Telephone Company will apply TLRC to the end of the TPP commitment period thereby reducing the number of months for which termination liability charges are applicable.

(b) The customer's TLRC is determined in accordance with the following table and is based on the TPP commitment period selected by the customer for the Eligible Special Access Service.

Selected TPP Commitment Period	TLRC Granted
36 Months	24 Months
60 Months	36 Months
84 Months	48 Months

(c) TLRC will not be granted unless specifically requested in writing by the customer at the time that disconnection of the service under the TPP is requested.

(d) As an illustrative example, assume that the customer selects a commitment period of sixty (60) months upon subscription to this Option 44. For the 60 months commitment period selected, the TLCR is thirty-six (36) months. In this example, the customer is not subject to termination liability charges after the twenty-fourth (24^{th}) month of the 60 month commitment period.

(e) TLRC will not be granted when ordering disconnection of service under a TPP for the purpose of converting the Eligible Special Access Service back to a UNE. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(4) Conversion of an Eligible Special Access Service Back to a UNE

(a) When the customer orders to reconvert an Eligible Special Access Service back to a UNE, all of the following apply to the Eligible Special Access Service being reconverted.

(1) A DS1 or DS3 Eligible Special Access Service that is under a TPP and reconverted back to a UNE will no longer be subscribed to under this Option 44 and will no longer be subject to the monthly recurring rates set forth in (I) following. Additionally, such DS1 or DS3 Eligible Special Access Service that is reconverted to a UNE is subject to any outstanding minimum period and/or termination liability obligations as set forth in Section 7 preceding that remain on the applicable DS1 or DS3 Eligible Special Access Service.

(2) A DS1 or DS3 Eligible Special Access Service that is under a CDP and reconverted back to a UNE will no longer be subscribed under to this Option 44 and will no longer be subject to the monthly recurring rates set forth in (I) following. Additionally, such DS1 or DS3 Eligible Special Access Service that is reconverted to a UNE is subject to any outstanding minimum period obligations under Section 25.1 following and/or termination liability obligations as set forth in (H)(6) following that remain on the applicable DS1 or DS3 Eligible Special Access Service.

(3) TLRC (as set forth in (H)(3) preceding) will not be applied to termination liability applicable under (H)(4)(a)(1) preceding, if any. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(4) Conversion of an Eligible Special Access Service Back to a UNE (Cont'd)

(b) When the customer orders to reconvert an Eligible Special Access Service back to a UNE, all of the following apply to the Eligible Special Access Services that remain subscribed to under this Option 44 and Option 45 of Tariff F.C.C. No. 11, as applicable. (x)

(1) All DS1 or DS3 Eligible Special Access Services that remain subscribed to under this Option 44 and, when applicable, under Option 45 of Tariff F.C.C. No. 11, shall continue to be subject (x)
to the monthly recurring rates set forth in (I) following of this Option 44 or to the monthly recurring rates set forth in (I) of (x)
Option 45 of Tariff F.C.C. No. 11, as applicable. (x)

(2) Any channel termination included in the CDP count of in-service channel terminations under (H)(2)(c)(1) preceding will remain in the CDP count of in-service channel terminations and will now be used in determining changes to the CDP minimum commitment (i.e., with respect to any and all CDP true-ups that occurred on or after the customer's subscription to this Option 44 and with respect to any and all CDP true-ups that occur after conversion of an Eligible Special Access Service Back to a UNE). The addition of these in-service channel terminations may increase the CDP minimum commitment in accordance with Section 25.1.7 preceding.

(3) The TLRC as set forth in (H)(3) preceding will no longer be applicable to any remaining Eligible Special Access Services that are subscribed to under this Option 44 or under Option 45 of (x)
Tariff F.C.C. No. 11. (x)

(4) If the customer was eligible for ECSB Credit under (G) preceding, and the customer converts one or more Eligible Special Access Services subscribed to under this Option 44 or under Option 45 of (x)
Tariff F.C.C. No. 11 back to a UNE prior to the end of month (x)
twelve (12) of the Service Period, the ECSB Credit will not be due and, thus, will not be applied. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(5) Termination Liability For Disconnection of Service Not Involving Re-conversion Back to a UNE

(a) In the event that the customer disconnects, for purposes other than re-conversion back to a UNE, a DS1 or DS3 Eligible Special Access Service that is subscribed to under this Option 44 and is provided under a TPP prior to the end of the TPP commitment period, termination liability applies in accordance with Section 7.4.17 preceding. The number of months in which the customer is subject to termination liability charges may be reduced if the customer is eligible for TLRC as described in (H)(3) preceding. When calculating the termination liability charge, the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding) are used in lieu of the monthly recurring rates set forth in (I) following.

(b) In the event that the customer disconnects, for purposes other than re-conversion back to a UNE, a DS1 or DS3 Eligible Special Access Service, that is subscribed to under this Option 44 and is provided under a CDP, prior to the end of the CDP commitment period, or terminates the CDP in full, the terms set forth in Section 25.1.9 following apply.

(c) In addition to termination liability as set forth in (H)(5)(a) preceding, the customer also remains responsible for satisfying any outstanding minimum period obligation for the Eligible Special Access Service. Minimum periods for Eligible Special Access Services are set forth in Section 7.4.4 for service provided under a TPP. When calculating the minimum period charge, the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding) are used in the calculation of minimum period charges in lieu of the monthly recurring rates set forth in (I) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(6) Termination Liability For Disconnection of Service Involving Re-conversion Back to a UNE

(a) Where the customer orders conversion of an Eligible Special Access Service (where such service is under a CDP and subscribed to under this Option 44) back to a UNE prior to the end of the CDP commitment period, termination liability applies to that Eligible Special Access Service at fifty percent (50%) of the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding) for the balance of the CDP commitment period. None of the forgoing shall affect what happens if the CDP is discontinued in its entirety, in which case termination liability as set forth in Section 25.1.9 following applies.

(b) Where the customer orders conversion of an Eligible Special Access Service (where such service is under a TPP and subscribed to under this Option 44) back to a UNE prior to the end of the TPP commitment period, termination liability applies in accordance with Section 7.4.17 preceding to that Eligible Special Access Service. When calculating the termination liability charge, the monthly recurring rates set forth in Section 7 (as determined in accordance with Section 14.7 preceding) are used in lieu of the monthly recurring rates set forth in (I) following

(c) In addition to termination liability as set forth in (H)(6)(a) and (H)(6)(b) preceding, the customer also remains responsible for satisfying any outstanding minimum period obligation for the Eligible Special Access Service. Minimum periods for Eligible Special Access Services are set forth in Section 25.1 following for service provided under a CDP or Section 7.4.4 preceding for service provided under a TPP. When calculating the minimum period charge, the monthly recurring rates set forth in Section 7 preceding (as determined in accordance with Section 14.7 preceding) are used in the calculation of minimum period charges in lieu of the monthly recurring rates set forth in (I) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(7) Increasing the Commitment Period for a CDP

(a) If customer meets all of the following conditions, the customer may extend the commitment period for its CDP (the **Existing Commitment Period**) to a longer term (the **Longer Commitment Period**).

(1) The time remaining in the Existing Commitment Period for the customer's CDP is twenty-four (24) months or longer.

(2) The customer selects a Longer Commitment Period for its CDP from those offered under Section 25.1.4 thereby extending the period of time that the DS1 or DS3 Eligible Special Access Services, as applicable, are subscribed to under this Option 44 (and Option 45 (x)
of Tariff F.C.C. No. 11, when applicable). (x)

For example, a CDP with a 60 month Existing Commitment Period may be extended to a CDP with an 84 month term thereby extending the commitment period to 84 months.

(3) The customer included all (one hundred percent (100%)) of its Qualified MSAs for conversion from Eligible UNEs to Eligible Special Access Services.

(b) Where the conditions set forth in (H)(7)(a)(1) through (3) preceding are met, the following applies.

(1) The increased discount for the Longer Commitment Period shall commence with the first bill date following the orders to increase the commitment period as allowed under this (H)(7). No retroactive billing or adjustment will be made for the portion of the CDP commitment period that has elapsed prior to the effective date of the increased discount; and

(2) The beginning date for the Longer Commitment Period will be the date that the Existing Commitment Period originally began. (N)

(x) Issued under authority of Special Permission No. 06-036 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(7) Increasing the Commitment Period for a CDP (Cont'd)

(b) (Cont'd)

(3) The expiration date for the Longer Commitment Period will be based on the Longer Commitment Period and is determined by adding the number of months for the increase to the expiration date that would have applied for the Existing Commitment Period.

As an illustrative example, assume (i) that the customer subscribes to a CDP with a 36 month commitment period that is due to expire November 28, 2009. Further assume that the customer is extending to a term of 84 months. In this example, the expiration date for the Longer Commitment Period would be 48 months later than the expiration date would have been for the Existing Commitment Period (84 months less 36 months equals 48 months). Hence the new expiration date would be November 28, 2013).

(c) CDP Renewal Option

Where the customer increases its CDP commitment period to a Longer Commitment Period under this (H)(7), such Longer Commitment Period shall be used for the purpose of qualifying for, and satisfying the requirements to complete the increased commitment period, and is considered to be completion of the full commitment period for the purpose of qualifying for and administering the CDP Renewal Option set forth in Section 25.1(H)(3)(a) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(H) Terms and Conditions (Cont'd)

(7) Increasing the Commitment Period for a CDP (Cont'd)

(d) For a customer that already purchases service under a CDP that includes time-in-service credit (TISC) previously granted in accordance with Section 25.1.8(F) preceding, the following applies.

(1) If, at the time of subscription to this Option 44, the customer extends the commitment period for its CDP to a Longer Commitment Period, the TISC for the customer's CDP for that service type (including all existing services that are in the CDP and eligible to receive TISC, any new services added to the CDP, and all Eligible Special Access Services that are added to the CDP at the time of subscription to this Option 44) will be subject to the TISC applicable to the Longer Commitment Period under Section 25.1.8(F) preceding; and

(2) The customer must independently meet the requirements of Section 25.1.8(F) following.

(3) As an illustrative example, assume that the customer's CDP is receiving 12 months of TISC. Further assume that when subscribing to this Option 44, the customer extends the commitment period for its CDP to 7-years. In this case, TISC will be extended to eighteen (18) months to reflect the increased commitment period.

(4) The Telephone Company will assume that the customer would have qualified for the TISC applicable to the Longer Commitment Period and the TISC will be increased accordingly. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates

For DS1 services, the following monthly recurring rates apply as of the date of subscription to this Option 44.

For DS3 services, the following monthly recurring base rates apply as of the date of subscription to Option 44 and the discount percentage for the selected commitment period of the TPP or CDP for such DS3 will be applied to such monthly recurring base rates during the time the DS3 service is subscribed to under this Option 44, unless otherwise restricted under this Section 21.45.

(1) Tier 1 Rates – 100% Commitment

(a) Standard Channel Termination, per point of termination:

(1) **1.544 Mbps**

	3-Year Rates (USOC TNT3X)	5-Year Rates (USOC TNT4X)	7-Year Rates (USOC TNT8X)
Pennsylvania			
Pricing Zone 1	$125.59	$108.84	$106.38
Pricing Zone 2	139.08	120.53	117.81
Pricing Zone 3	147.58	127.90	125.00
Price Band 4	143.84	124.66	121.84
Price Band 5	180.76	156.66	153.12
Price Band 6	186.83	161.92	158.26
West Virginia			
Pricing Zone 1	$147.75	$128.05	$118.20
Pricing Zone 2	163.62	141.80	130.90
Pricing Zone 3	173.62	150.47	138.89
Price Band 4	169.22	146.66	135.38
Price Band 5	212.66	184.31	170.13
Price Band 6	219.80	190.49	175.84
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$118.20	$102.44	$100.47
Pricing Zone 2	130.90	113.44	111.27
Pricing Zone 3	138.90	120.38	118.06
Price Band 4	135.38	117.33	115.07
Price Band 5	170.13	147.45	144.61
Price Band 6	175.84	152.39	149.46 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps - Pennsylvania Pricing Zone 1**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,848.00
2	TYFMX	1,680.00
3	TYFMX	1,320.00
4	TYFMX	1,240.00
5	TYFMX	1,200.00
6	TYFMX	1,160.00
7	TYFMX	1,120.00
8	TYFMX	1,080.00
9	TYFMX	1,060.00
10	TYFMX	1,040.00
11	TYFMX	1,020.00
12	TYFMX	1,000.00
13	TYFMX	996.00
14	TYFMX	992.00
15	TYFMX	984.00
16	TYFMX	976.00
17	TYFMX	960.00
18	TYFMX	952.00
19	TYFMX	940.00
20	TYFMX	920.00
21	TYFMX	912.00
22	TYFMX	896.00
23	TYFMX	884.00
24	TYFMX	880.80
25 and Over	TYFMX	748.00
Per DS3 CT at each Secondary Premises	TYFMS	1,360.77 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps – Pennsylvania (Cont'd)**
Pricing Zone 2

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT	
1	TYFMX	$1,940.40	
2	TYFMX	1,764.00	
3	TYFMX	1,386.00	
4	TYFMX	1,302.00	
5	TYFMX	1,260.00	
6	TYFMX	1,218.00	
7	TYFMX	1,176.00	
8	TYFMX	1,134.00	
9	TYFMX	1,113.00	
10	TYFMX	1,092.00	
11	TYFMX	1,071.00	
12	TYFMX	1,050.00	
13	TYFMX	1,045.80	
14	TYFMX	1,041.60	
15	TYFMX	1,033.20	
16	TYFMX	1,024.80	
17	TYFMX	1,008.00	
18	TYFMX	999.60	
19	TYFMX	987.00	
20	TYFMX	966.00	
21	TYFMX	957.60	
22	TYFMX	940.80	
23	TYFMX	928.20	
24	TYFMX	924.84	
25 and Over	TYFMX	785.40	
Per DS3 CT at each Secondary Premises	TYFMS	1,428.81	(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps – Pennsylvania (Cont'd)**
Pricing Zone 3

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,032.80
2	TYFMX	1,848.00
3	TYFMX	1,452.00
4	TYFMX	1,364.00
5	TYFMX	1,320.00
6	TYFMX	1,276.00
7	TYFMX	1,232.00
8	TYFMX	1,188.00
9	TYFMX	1,166.00
10	TYFMX	1,144.00
11	TYFMX	1,122.00
12	TYFMX	1,100.00
13	TYFMX	1,095.60
14	TYFMX	1,091.20
15	TYFMX	1,082.40
16	TYFMX	1,073.60
17	TYFMX	1,056.00
18	TYFMX	1,047.20
19	TYFMX	1,034.00
20	TYFMX	1,012.00
21	TYFMX	1,003.20
22	TYFMX	985.60
23	TYFMX	972.40
24	TYFMX	968.88
25 and Over	TYFMX	822.80
Per DS3 CT at each Secondary Premises	TYFMS	1,496.84 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps – Pennsylvania (Cont'd) Pricing Band 4**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,200.00
2	TYFMX	2,080.00
3	TYFMX	1,920.00
4	TYFMX	1,400.00
5	TYFMX	1,320.00
6	TYFMX	1,240.00
7	TYFMX	1,160.00
8	TYFMX	1,080.00
9	TYFMX	1,040.00
10	TYFMX	1,000.00
11	TYFMX	960.00
12	TYFMX	872.00
13	TYFMX	1,200.00
14	TYFMX	1,152.00
15	TYFMX	1,120.00
16	TYFMX	1,060.00
17	TYFMX	992.00
18	TYFMX	952.00
19	TYFMX	940.00
20	TYFMX	920.00
21	TYFMX	912.00
22	TYFMX	896.00
23	TYFMX	884.00
24	TYFMX	880.80
25 and Over	TYFMX	880.00
Per DS3 CT at each Secondary Premises	TYFMS	2,117.36 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps – Pennsylvania (Cont'd) Pricing Band 5**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,310.00
2	TYFMX	2,184.00
3	TYFMX	2,016.00
4	TYFMX	1,470.00
5	TYFMX	1,386.00
6	TYFMX	1,302.00
7	TYFMX	1,218.00
8	TYFMX	1,134.00
9	TYFMX	1,092.00
10	TYFMX	1,050.00
11	TYFMX	1,008.00
12	TYFMX	915.60
13	TYFMX	1,260.00
14	TYFMX	1,209.60
15	TYFMX	1,176.00
16	TYFMX	1,113.00
17	TYFMX	1,041.60
18	TYFMX	999.60
19	TYFMX	987.00
20	TYFMX	966.00
21	TYFMX	957.60
22	TYFMX	940.80
23	TYFMX	928.20
24	TYFMX	924.84
25 and Over	TYFMX	924.00
Per DS3 CT at each Secondary Premises	TYFMS	2,223.23 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 Mbps – Pennsylvania (Cont'd)**
Pricing Band 6

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,420.00
2	TYFMX	2,288.00
3	TYFMX	2,112.00
4	TYFMX	1,540.00
5	TYFMX	1,452.00
6	TYFMX	1,364.00
7	TYFMX	1,276.00
8	TYFMX	1,188.00
9	TYFMX	1,144.00
10	TYFMX	1,100.00
11	TYFMX	1,056.00
12	TYFMX	959.20
13	TYFMX	1,320.00
14	TYFMX	1,267.20
15	TYFMX	1,232.00
16	TYFMX	1,166.00
17	TYFMX	1,091.20
18	TYFMX	1,047.20
19	TYFMX	1,034.00
20	TYFMX	1,012.00
21	TYFMX	1,003.20
22	TYFMX	985.60
23	TYFMX	972.40
24	TYFMX	968.88
25 and Over	TYFMX	968.00
Per DS3 CT at each Secondary Premises	TYFMS	2,329.09 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia Pricing Zone 1**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,848.00
2	TYFMX	1,680.00
3	TYFMX	1,320.00
4	TYFMX	1,240.00
5	TYFMX	1,200.00
6	TYFMX	1,160.00
7	TYFMX	1,120.00
8	TYFMX	1,080.00
9	TYFMX	1,060.00
10	TYFMX	1,040.00
11	TYFMX	1,020.00
12	TYFMX	1,000.00
13	TYFMX	996.00
14	TYFMX	992.00
15	TYFMX	984.00
16	TYFMX	976.00
17	TYFMX	960.00
18	TYFMX	952.00
19	TYFMX	940.00
20	TYFMX	920.00
21	TYFMX	912.00
22	TYFMX	896.00
23	TYFMX	884.00
24	TYFMX	880.80
25 and Over	TYFMX	748.00
Per DS3 CT at each Secondary Premises	TYFMS	1,360.77 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia (Cont'd) Pricing Zone 2**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,940.40
2	TYFMX	1,764.00
3	TYFMX	1,386.00
4	TYFMX	1,302.00
5	TYFMX	1,260.00
6	TYFMX	1,218.00
7	TYFMX	1,176.00
8	TYFMX	1,134.00
9	TYFMX	1,113.00
10	TYFMX	1,092.00
11	TYFMX	1,071.00
12	TYFMX	1,050.00
13	TYFMX	1,045.80
14	TYFMX	1,041.60
15	TYFMX	1,033.20
16	TYFMX	1,024.80
17	TYFMX	1,008.00
18	TYFMX	999.60
19	TYFMX	987.00
20	TYFMX	966.00
21	TYFMX	957.60
22	TYFMX	940.80
23	TYFMX	928.20
24	TYFMX	924.84
25 and Over	TYFMX	785.40
Per DS3 CT at each Secondary Premises	TYFMS	1,428.81 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia (Cont'd) Pricing Zone 3**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT	
1	TYFMX	$2,032.80	
2	TYFMX	1,848.00	
3	TYFMX	1,452.00	
4	TYFMX	1,364.00	
5	TYFMX	1,320.00	
6	TYFMX	1,276.00	
7	TYFMX	1,232.00	
8	TYFMX	1,188.00	
9	TYFMX	1,166.00	
10	TYFMX	1,144.00	
11	TYFMX	1,122.00	
12	TYFMX	1,100.00	
13	TYFMX	1,095.60	
14	TYFMX	1,091.20	
15	TYFMX	1,082.40	
16	TYFMX	1,073.60	
17	TYFMX	1,056.00	
18	TYFMX	1,047.20	
19	TYFMX	1,034.00	
20	TYFMX	1,012.00	
21	TYFMX	1,003.20	
22	TYFMX	985.60	
23	TYFMX	972.40	
24	TYFMX	968.88	
25 and Over	TYFMX	822.80	
Per DS3 CT at each Secondary Premises	TYFMS	1,496.84	(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia (Cont'd) Pricing Band 4**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,200.00
2	TYFMX	2,080.00
3	TYFMX	1,920.00
4	TYFMX	1,400.00
5	TYFMX	1,320.00
6	TYFMX	1,240.00
7	TYFMX	1,160.00
8	TYFMX	1,080.00
9	TYFMX	1,040.00
10	TYFMX	1,000.00
11	TYFMX	960.00
12	TYFMX	872.00
13	TYFMX	1,200.00
14	TYFMX	1,152.00
15	TYFMX	1,120.00
16	TYFMX	1,060.00
17	TYFMX	992.00
18	TYFMX	952.00
19	TYFMX	940.00
20	TYFMX	920.00
21	TYFMX	912.00
22	TYFMX	896.00
23	TYFMX	884.00
24	TYFMX	880.80
25 and Over	TYFMX	880.00
Per DS3 CT at each Secondary Premises	TYFMS	2,117.36 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia (Cont'd) Pricing Band 5**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,310.00
2	TYFMX	2,184.00
3	TYFMX	2,016.00
4	TYFMX	1,470.00
5	TYFMX	1,386.00
6	TYFMX	1,302.00
7	TYFMX	1,218.00
8	TYFMX	1,134.00
9	TYFMX	1,092.00
10	TYFMX	1,050.00
11	TYFMX	1,008.00
12	TYFMX	915.60
13	TYFMX	1,260.00
14	TYFMX	1,209.60
15	TYFMX	1,176.00
16	TYFMX	1,113.00
17	TYFMX	1,041.60
18	TYFMX	999.60
19	TYFMX	987.00
20	TYFMX	966.00
21	TYFMX	957.60
22	TYFMX	940.80
23	TYFMX	928.20
24	TYFMX	924.84
25 and Over	TYFMX	924.00
Per DS3 CT at each Secondary Premises	TYFMS	2,223.23 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 Mbps – West Virginia (Cont'd) Pricing Band 6**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,420.00
2	TYFMX	2,288.00
3	TYFMX	2,112.00
4	TYFMX	1,540.00
5	TYFMX	1,452.00
6	TYFMX	1,364.00
7	TYFMX	1,276.00
8	TYFMX	1,188.00
9	TYFMX	1,144.00
10	TYFMX	1,100.00
11	TYFMX	1,056.00
12	TYFMX	959.20
13	TYFMX	1,320.00
14	TYFMX	1,267.20
15	TYFMX	1,232.00
16	TYFMX	1,166.00
17	TYFMX	1,091.20
18	TYFMX	1,047.20
19	TYFMX	1,034.00
20	TYFMX	1,012.00
21	TYFMX	1,003.20
22	TYFMX	985.60
23	TYFMX	972.40
24	TYFMX	968.88
25 and Over	TYFMX	968.00
Per DS3 CT at each Secondary Premises	TYFMS	2,329.09 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia Pricing Zone 1**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT	
1	TYFMX	$1,848.00	
2	TYFMX	1,680.00	
3	TYFMX	1,320.00	
4	TYFMX	1,240.00	
5	TYFMX	1,200.00	
6	TYFMX	1,160.00	
7	TYFMX	1,120.00	
8	TYFMX	1,080.00	
9	TYFMX	1,060.00	
10	TYFMX	1,040.00	
11	TYFMX	1,020.00	
12	TYFMX	1,000.00	
13	TYFMX	996.00	
14	TYFMX	992.00	
15	TYFMX	984.00	
16	TYFMX	976.00	
17	TYFMX	960.00	
18	TYFMX	952.00	
19	TYFMX	940.00	
20	TYFMX	920.00	
21	TYFMX	912.00	
22	TYFMX	896.00	
23	TYFMX	884.00	
24	TYFMX	880.80	
25 and Over	TYFMX	748.00	
Per DS3 CT at each Secondary Premises	TYFMS	1,360.77	(N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia (Cont'd) Pricing Zone 2**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,940.40
2	TYFMX	1,764.00
3	TYFMX	1,386.00
4	TYFMX	1,302.00
5	TYFMX	1,260.00
6	TYFMX	1,218.00
7	TYFMX	1,176.00
8	TYFMX	1,134.00
9	TYFMX	1,113.00
10	TYFMX	1,092.00
11	TYFMX	1,071.00
12	TYFMX	1,050.00
13	TYFMX	1,045.80
14	TYFMX	1,041.60
15	TYFMX	1,033.20
16	TYFMX	1,024.80
17	TYFMX	1,008.00
18	TYFMX	999.60
19	TYFMX	987.00
20	TYFMX	966.00
21	TYFMX	957.60
22	TYFMX	940.80
23	TYFMX	928.20
24	TYFMX	924.84
25 and Over	TYFMX	785.40
Per DS3 CT at each Secondary Premises	TYFMS	1,428.81 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia (Cont'd) Pricing Zone 3**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,032.80
2	TYFMX	1,848.00
3	TYFMX	1,452.00
4	TYFMX	1,364.00
5	TYFMX	1,320.00
6	TYFMX	1,276.00
7	TYFMX	1,232.00
8	TYFMX	1,188.00
9	TYFMX	1,166.00
10	TYFMX	1,144.00
11	TYFMX	1,122.00
12	TYFMX	1,100.00
13	TYFMX	1,095.60
14	TYFMX	1,091.20
15	TYFMX	1,082.40
16	TYFMX	1,073.60
17	TYFMX	1,056.00
18	TYFMX	1,047.20
19	TYFMX	1,034.00
20	TYFMX	1,012.00
21	TYFMX	1,003.20
22	TYFMX	985.60
23	TYFMX	972.40
24	TYFMX	968.88
25 and Over	TYFMX	822.80
Per DS3 CT at each Secondary Premises	TYFMS	1,496.84 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia (Cont'd) Pricing Band 4**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,200.00
2	TYFMX	2,080.00
3	TYFMX	1,920.00
4	TYFMX	1,400.00
5	TYFMX	1,320.00
6	TYFMX	1,240.00
7	TYFMX	1,160.00
8	TYFMX	1,080.00
9	TYFMX	1,040.00
10	TYFMX	1,000.00
11	TYFMX	960.00
12	TYFMX	872.00
13	TYFMX	1,200.00
14	TYFMX	1,152.00
15	TYFMX	1,120.00
16	TYFMX	1,060.00
17	TYFMX	992.00
18	TYFMX	952.00
19	TYFMX	940.00
20	TYFMX	920.00
21	TYFMX	912.00
22	TYFMX	896.00
23	TYFMX	884.00
24	TYFMX	880.80
25 and Over	TYFMX	880.00
Per DS3 CT at each Secondary Premises	TYFMS	2,117.36 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia (Cont'd) Pricing Band 5**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,310.00
2	TYFMX	2,184.00
3	TYFMX	2,016.00
4	TYFMX	1,470.00
5	TYFMX	1,386.00
6	TYFMX	1,302.00
7	TYFMX	1,218.00
8	TYFMX	1,134.00
9	TYFMX	1,092.00
10	TYFMX	1,050.00
11	TYFMX	1,008.00
12	TYFMX	915.60
13	TYFMX	1,260.00
14	TYFMX	1,209.60
15	TYFMX	1,176.00
16	TYFMX	1,113.00
17	TYFMX	1,041.60
18	TYFMX	999.60
19	TYFMX	987.00
20	TYFMX	966.00
21	TYFMX	957.60
22	TYFMX	940.80
23	TYFMX	928.20
24	TYFMX	924.84
25 and Over	TYFMX	924.00
Per DS3 CT at each Secondary Premises	TYFMS	2,223.23 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 Mbps – DC, Delaware, Maryland New Jersey, Virginia (Cont'd) Pricing Band 6**

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,420.00
2	TYFMX	2,288.00
3	TYFMX	2,112.00
4	TYFMX	1,540.00
5	TYFMX	1,452.00
6	TYFMX	1,364.00
7	TYFMX	1,276.00
8	TYFMX	1,188.00
9	TYFMX	1,144.00
10	TYFMX	1,100.00
11	TYFMX	1,056.00
12	TYFMX	959.20
13	TYFMX	1,320.00
14	TYFMX	1,267.20
15	TYFMX	1,232.00
16	TYFMX	1,166.00
17	TYFMX	1,091.20
18	TYFMX	1,047.20
19	TYFMX	1,034.00
20	TYFMX	1,012.00
21	TYFMX	1,003.20
22	TYFMX	985.60
23	TYFMX	972.40
24	TYFMX	968.88
25 and Over	TYFMX	968.00
Per DS3 CT at each Secondary Premises	TYFMS	2,329.09 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(b) Channel Mileage

(1) **1.544 Mbps**

	USOC	3 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1J53S	$31.11	$7.19
Pricing Zone 2	1J53S	31.11	7.19
Pricing Zone 3	1J53S	31.11	7.19
Price Band 4	1J53S	33.00	10.27
Price Band 5	1J53S	33.00	10.27
Price Band 6	1J53S	33.00	10.27
West Virginia			
Pricing Zone 1	1J53S	$31.11	$7.19
Pricing Zone 2	1J53S	31.11	7.19
Pricing Zone 3	1J53S	31.11	7.19
Price Band 4	1J53S	33.00	10.27
Price Band 5	1J53S	33.00	10.27
Price Band 6	1J53S	33.00	10.27
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1J53S	$31.11	$7.19
Pricing Zone 2	1J53S	31.11	7.19
Pricing Zone 3	1J53S	31.11	7.19
Price Band 4	1J53S	33.00	10.27
Price Band 5	1J53S	33.00	10.27
Price Band 6	1J53S	33.00	10.27 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(1) **1.544 Mbps (Cont'd)**

	USOC	5 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1J54S	$27.56	$5.10
Pricing Zone 2	1J54S	27.56	5.10
Pricing Zone 3	1J54S	27.56	5.10
Price Band 4	1J54S	28.60	7.00
Price Band 5	1J54S	28.60	7.00
Price Band 6	1J54S	28.60	7.00
West Virginia			
Pricing Zone 1	1J54S	$27.56	$5.10
Pricing Zone 2	1J54S	27.56	5.10
Pricing Zone 3	1J54S	27.56	5.10
Price Band 4	1J54S	28.60	7.00
Price Band 5	1J54S	28.60	7.00
Price Band 6	1J54S	28.60	7.00
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1J54S	$27.56	$5.10
Pricing Zone 2	1J54S	27.56	5.10
Pricing Zone 3	1J54S	27.56	5.10
Price Band 4	1J54S	28.60	7.00
Price Band 5	1J54S	28.60	7.00
Price Band 6	1J54S	28.60	7.00 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(1) **1.544 Mbps (Cont'd)**

	USOC	7 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1T58S	$25.44	$4.85
Pricing Zone 2	1T58S	25.44	4.85
Pricing Zone 3	1T58S	25.44	4.85
Price Band 4	1T58S	26.40	6.50
Price Band 5	1T58S	26.40	6.50
Price Band 6	1T58S	26.40	6.50
West Virginia			
Pricing Zone 1	1T58S	$25.44	$4.85
Pricing Zone 2	1T58S	25.44	4.85
Pricing Zone 3	1T58S	25.44	4.85
Price Band 4	1T58S	26.40	6.50
Price Band 5	1T58S	26.40	6.50
Price Band 6	1T58S	26.40	6.50
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1T58S	$25.44	$4.85
Pricing Zone 2	1T58S	25.44	4.85
Pricing Zone 3	1T58S	25.44	4.85
Price Band 4	1T58S	26.40	6.50
Price Band 5	1T58S	26.40	6.50
Price Band 6	1T58S	26.40	6.50 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(2) **44.7369 Mbps**

	USOC	3 Year/5 Year Rates Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1YA8S	$561.00	$65.89
Pricing Zone 2	1YA8S	561.00	65.89
Pricing Zone 3	1YA8S	561.00	65.89
Price Band 4	1YA8S	660.00	77.52
Price Band 5	1YA8S	660.00	77.52
Price Band 6	1YA8S	660.00	77.52
West Virginia			
Pricing Zone 1	1YA8S	$561.00	$65.89
Pricing Zone 2	1YA8S	561.00	65.89
Pricing Zone 3	1YA8S	561.00	65.89
Price Band 4	1YA8S	660.00	77.52
Price Band 5	1YA8S	660.00	77.52
Price Band 6	1YA8S	660.00	77.52
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1YA8S	$561.00	$65.89
Pricing Zone 2	1YA8S	561.00	65.89
Pricing Zone 3	1YA8S	561.00	65.89
Price Band 4	1YA8S	660.00	77.52
Price Band 5	1YA8S	660.00	77.52
Price Band 6	1YA8S	660.00	77.52 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(c) Multiplexing

(1) BSE DS3 to DS1, per arrangement

	USOC	Monthly Rates 3 Year/5 Year
Pennsylvania		
Pricing Zone 1	MXNRX	$460.03
Pricing Zone 2	MXNRX	483.04
Pricing Zone 3	MXNRX	506.03
Price Band 4	MXNRX	536.05
Price Band 5	MXNRX	562.85
Price Band 6	MXNRX	589.66
West Virginia		
Pricing Zone 1	MXNRX	$460.03
Pricing Zone 2	MXNRX	483.04
Pricing Zone 3	MXNRX	506.03
Price Band 4	MXNRX	536.05
Price Band 5	MXNRX	562.85
Price Band 6	MXNRX	589.66
DC, Delaware, Maryland New Jersey, Virginia		
Pricing Zone 1	MXNRX	$460.03
Pricing Zone 2	MXNRX	483.04
Pricing Zone 3	MXNRX	506.03
Price Band 4	MXNRX	536.05
Price Band 5	MXNRX	562.85
Price Band 6	MXNRX	589.66 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(2) BSE DS1 to Voice, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)
Pennsylvania			
Pricing Zone 1	$136.28	$132.27	$128.26
Pricing Zone 2	136.28	132.27	128.26
Pricing Zone 3	136.28	132.27	128.26
Price Band 4	145.16	125.81	122.96
Price Band 5	153.22	132.80	129.79
Price Band 6	161.29	139.78	136.62
West Virginia			
Pricing Zone 1	$151.42	$146.97	$142.51
Pricing Zone 2	151.42	146.97	142.51
Pricing Zone 3	151.42	146.97	142.51
Price Band 4	170.78	148.01	136.62
Price Band 5	180.26	156.23	144.21
Price Band 6	189.75	164.45	151.80
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$128.71	$124.92	$121.13
Pricing Zone 2	128.71	124.92	121.13
Pricing Zone 3	128.71	124.92	121.13
Price Band 4	136.62	118.41	116.13
Price Band 5	144.21	124.98	122.58
Price Band 6	151.80	131.56	129.03 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(3) BSE DS1 to Digital, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)
Pennsylvania			
Pricing Zone 1	$136.28	$132.27	$128.26
Pricing Zone 2	136.28	132.27	128.26
Pricing Zone 3	136.28	132.27	128.26
Price Band 4	145.16	125.81	122.96
Price Band 5	153.22	132.80	129.79
Price Band 6	161.29	139.78	136.62
West Virginia			
Pricing Zone 1	$151.42	$146.97	$142.51
Pricing Zone 2	151.42	146.97	142.51
Pricing Zone 3	151.42	146.97	142.51
Price Band 4	170.78	148.01	136.62
Price Band 5	180.26	156.23	144.21
Price Band 6	189.75	164.45	151.80
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$128.71	$124.92	$121.13
Pricing Zone 2	128.71	124.92	121.13
Pricing Zone 3	128.71	124.92	121.13
Price Band 4	136.62	118.41	116.13
Price Band 5	144.21	124.98	122.58
Price Band 6	151.80	131.56	129.03 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 1 Rates – 100% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(4) BSE DS1 to DS0, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)
Pennsylvania			
Pricing Zone 1	$136.28	$132.27	$128.26
Pricing Zone 2	136.28	132.27	128.26
Pricing Zone 3	136.28	132.27	128.26
Price Band 4	145.16	125.81	122.96
Price Band 5	153.22	132.80	129.79
Price Band 6	161.29	139.78	136.62
West Virginia			
Pricing Zone 1	$151.42	$146.97	$142.51
Pricing Zone 2	151.42	146.97	142.51
Pricing Zone 3	151.42	146.97	142.51
Price Band 4	170.78	148.01	136.62
Price Band 5	180.26	156.23	144.21
Price Band 6	189.75	164.45	151.80
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$128.71	$124.92	$121.13
Pricing Zone 2	128.71	124.92	121.13
Pricing Zone 3	128.71	124.92	121.13
Price Band 4	136.62	118.41	116.13
Price Band 5	144.21	124.98	122.58
Price Band 6	151.80	131.56	129.03 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment

(a) Standard Channel Termination, per point of termination:

(1) **1.544 Mbps**

	3-Year Rates (USOC TNT3X)	5-Year Rates (USOC TNT4X)	7-Year Rates (USOC TNT8X)
Pennsylvania			
Pricing Zone 1	$132.98	$115.25	$112.29
Pricing Zone 2	147.26	127.62	124.36
Pricing Zone 3	156.26	135.42	131.95
Price Band 4	152.30	131.99	128.61
Price Band 5	191.39	165.88	161.62
Price Band 6	197.82	171.44	167.05
West Virginia			
Pricing Zone 1	$147.75	$128.05	$118.20
Pricing Zone 2	163.62	141.80	130.90
Pricing Zone 3	173.62	150.47	138.89
Price Band 4	169.22	146.66	135.38
Price Band 5	212.66	184.31	170.13
Price Band 6	219.80	190.49	175.84
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$125.59	$108.84	$106.38
Pricing Zone 2	139.08	120.53	117.81
Pricing Zone 3	147.58	127.90	125.00
Price Band 4	143.84	124.66	121.84
Price Band 5	180.76	156.66	153.12
Price Band 6	186.83	161.92	158.26 (N)

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania**
Pricing Zone 1

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,963.50
2	TYFMX	1,785.00
3	TYFMX	1,402.50
4	TYFMX	1,317.50
5	TYFMX	1,275.00
6	TYFMX	1,232.50
7	TYFMX	1,190.00
8	TYFMX	1,147.50
9	TYFMX	1,126.26
10	TYFMX	1,105.00
11	TYFMX	1,083.76
12	TYFMX	1,062.50
13	TYFMX	1,058.26
14	TYFMX	1,054.00
15	TYFMX	1,045.50
16	TYFMX	1,037.00
17	TYFMX	1,020.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	794.76
Per DS3 CT at each Secondary Premises	TYFMS	1,445.81 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania (Cont'd)**
Pricing Zone 2

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,061.68
2	TYFMX	1,874.26
3	TYFMX	1,472.62
4	TYFMX	1,383.38
5	TYFMX	1,338.76
6	TYFMX	1,294.12
7	TYFMX	1,249.50
8	TYFMX	1,204.88
9	TYFMX	1,182.57
10	TYFMX	1,160.26
11	TYFMX	1,137.94
12	TYFMX	1,115.62
13	TYFMX	1,111.17
14	TYFMX	1,106.70
15	TYFMX	1,097.78
16	TYFMX	1,088.86
17	TYFMX	1,071.00
18	TYFMX	1,062.08
19	TYFMX	1,048.69
20	TYFMX	1,026.38
21	TYFMX	1,017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	834.49
Per DS3 CT at each Secondary Premises	TYFMS	1,518.11 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania (Cont'd)**
Pricing Zone 3

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,159.86
2	TYFMX	1,963.50
3	TYFMX	1,542.76
4	TYFMX	1,449.26
5	TYFMX	1,402.50
6	TYFMX	1,355.76
7	TYFMX	1,309.00
8	TYFMX	1,262.26
9	TYFMX	1,238.88
10	TYFMX	1,215.50
11	TYFMX	1,192.12
12	TYFMX	1,168.76
13	TYFMX	1,164.08
14	TYFMX	1,159.40
15	TYFMX	1,150.06
16	TYFMX	1,140.70
17	TYFMX	1,122.00
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	874.22
Per DS3 CT at each Secondary Premises	TYFMS	1,590.40 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania (Cont'd)**
Pricing Band 4

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,337.50
2	TYFMX	2,210.00
3	TYFMX	2,040.00
4	TYFMX	1,487.50
5	TYFMX	1,402.50
6	TYFMX	1,317.50
7	TYFMX	1,232.50
8	TYFMX	1,147.50
9	TYFMX	1,105.00
10	TYFMX	1,062.50
11	TYFMX	1,020.00
12	TYFMX	926.50
13	TYFMX	1,275.00
14	TYFMX	1,224.00
15	TYFMX	1,190.00
16	TYFMX	1,126.26
17	TYFMX	1,054.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	935.00
Per DS3 CT at each Secondary Premises	TYFMS	2,249.70 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania (Cont'd)**
Pricing Band 5

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,454.38
2	TYFMX	2,320.50
3	TYFMX	2,142.00
4	TYFMX	1,561.88
5	TYFMX	1,472.62
6	TYFMX	1,383.38
7	TYFMX	1,294.12
8	TYFMX	1,204.88
9	TYFMX	1,160.26
10	TYFMX	1,115.62
11	TYFMX	1,071.00
12	TYFMX	972.82
13	TYFMX	1,338.76
14	TYFMX	1,285.20
15	TYFMX	1,249.50
16	TYFMX	1,182.57
17	TYFMX	1,106.70
18	TYFMX	1,062.08
19	TYFMX	1048.69
20	TYFMX	1026.38
21	TYFMX	1017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	981.76
Per DS3 CT at each Secondary Premises	TYFMS	2,362.19 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(2) **44.736 – Pennsylvania (Cont;d)**
Pricing Band 6

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,571.26
2	TYFMX	2,431.00
3	TYFMX	2,244.00
4	TYFMX	1,636.26
5	TYFMX	1,542.76
6	TYFMX	1,449.26
7	TYFMX	1,355.76
8	TYFMX	1,262.26
9	TYFMX	1,215.50
10	TYFMX	1,168.76
11	TYFMX	1,122.00
12	TYFMX	1,019.16
13	TYFMX	1,402.50
14	TYFMX	1,346.40
15	TYFMX	1,309.00
16	TYFMX	1,238.88
17	TYFMX	1,159.40
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	1,028.50
Per DS3 CT at each Secondary Premises	TYFMS	2,474.67 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia**
Pricing Zone 1

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,963.50
2	TYFMX	1,785.00
3	TYFMX	1,402.50
4	TYFMX	1,317.50
5	TYFMX	1,275.00
6	TYFMX	1,232.50
7	TYFMX	1,190.00
8	TYFMX	1,147.50
9	TYFMX	1,126.26
10	TYFMX	1,105.00
11	TYFMX	1,083.76
12	TYFMX	1,062.50
13	TYFMX	1,058.26
14	TYFMX	1,054.00
15	TYFMX	1,045.50
16	TYFMX	1,037.00
17	TYFMX	1,020.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	794.76
Per DS3 CT at each Secondary Premises	TYFMS	1,445.81 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia (Cont'd)**
Pricing Zone 2

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,061.68
2	TYFMX	1,874.26
3	TYFMX	1,472.62
4	TYFMX	1,383.38
5	TYFMX	1,338.76
6	TYFMX	1,294.12
7	TYFMX	1,249.50
8	TYFMX	1,204.88
9	TYFMX	1,182.57
10	TYFMX	1,160.26
11	TYFMX	1,137.94
12	TYFMX	1,115.62
13	TYFMX	1,111.17
14	TYFMX	1,106.70
15	TYFMX	1,097.78
16	TYFMX	1,088.86
17	TYFMX	1,071.00
18	TYFMX	1,062.08
19	TYFMX	1,048.69
20	TYFMX	1,026.38
21	TYFMX	1,017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	834.49
Per DS3 CT at each Secondary Premises	TYFMS	1,518.11 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia (Cont'd)**
Pricing Zone 3

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,159.86
2	TYFMX	1,963.50
3	TYFMX	1,542.76
4	TYFMX	1,449.26
5	TYFMX	1,402.50
6	TYFMX	1,355.76
7	TYFMX	1,309.00
8	TYFMX	1,262.26
9	TYFMX	1,238.88
10	TYFMX	1,215.50
11	TYFMX	1,192.12
12	TYFMX	1,168.76
13	TYFMX	1,164.08
14	TYFMX	1,159.40
15	TYFMX	1,150.06
16	TYFMX	1,140.70
17	TYFMX	1,122.00
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	874.22
Per DS3 CT at each Secondary Premises	TYFMS	1,590.40 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia (Cont'd)**
Pricing Band 4

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,337.50
2	TYFMX	2,210.00
3	TYFMX	2,040.00
4	TYFMX	1,487.50
5	TYFMX	1,402.50
6	TYFMX	1,317.50
7	TYFMX	1,232.50
8	TYFMX	1,147.50
9	TYFMX	1,105.00
10	TYFMX	1,062.50
11	TYFMX	1,020.00
12	TYFMX	926.50
13	TYFMX	1,275.00
14	TYFMX	1,224.00
15	TYFMX	1,190.00
16	TYFMX	1,126.26
17	TYFMX	1,054.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	935.00
Per DS3 CT at each Secondary Premises	TYFMS	2,249.70 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia (Cont'd)**
Pricing Band 5

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,454.38
2	TYFMX	2,320.50
3	TYFMX	2,142.00
4	TYFMX	1,561.88
5	TYFMX	1,472.62
6	TYFMX	1,383.38
7	TYFMX	1,294.12
8	TYFMX	1,204.88
9	TYFMX	1,160.26
10	TYFMX	1,115.62
11	TYFMX	1,071.00
12	TYFMX	972.82
13	TYFMX	1,338.76
14	TYFMX	1,285.20
15	TYFMX	1,249.50
16	TYFMX	1,182.57
17	TYFMX	1,106.70
18	TYFMX	1,062.08
19	TYFMX	1048.69
20	TYFMX	1026.38
21	TYFMX	1017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	981.76
Per DS3 CT at each Secondary Premises	TYFMS	2,362.19 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(3) **44.736 – West Virginia (Cont'd)**
Pricing Band 6

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,571.26
2	TYFMX	2,431.00
3	TYFMX	2,244.00
4	TYFMX	1,636.26
5	TYFMX	1,542.76
6	TYFMX	1,449.26
7	TYFMX	1,355.76
8	TYFMX	1,262.26
9	TYFMX	1,215.50
10	TYFMX	1,168.76
11	TYFMX	1,122.00
12	TYFMX	1,019.16
13	TYFMX	1,402.50
14	TYFMX	1,346.40
15	TYFMX	1,309.00
16	TYFMX	1,238.88
17	TYFMX	1,159.40
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	1,028.50
Per DS3 CT at each Secondary Premises	TYFMS	2,474.67 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia**
Pricing Zone 1

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$1,963.50
2	TYFMX	1,785.00
3	TYFMX	1,402.50
4	TYFMX	1,317.50
5	TYFMX	1,275.00
6	TYFMX	1,232.50
7	TYFMX	1,190.00
8	TYFMX	1,147.50
9	TYFMX	1,126.26
10	TYFMX	1,105.00
11	TYFMX	1,083.76
12	TYFMX	1,062.50
13	TYFMX	1,058.26
14	TYFMX	1,054.00
15	TYFMX	1,045.50
16	TYFMX	1,037.00
17	TYFMX	1,020.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	794.76
Per DS3 CT at each Secondary Premises	TYFMS	1,445.81 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia (Cont'd)**
Pricing Zone 2

# DS3 CTs Counted	USOC	Monthly Rate Per CT
1	TYFMX	$2,061.68
2	TYFMX	1,874.26
3	TYFMX	1,472.62
4	TYFMX	1,383.38
5	TYFMX	1,338.76
6	TYFMX	1,294.12
7	TYFMX	1,249.50
8	TYFMX	1,204.88
9	TYFMX	1,182.57
10	TYFMX	1,160.26
11	TYFMX	1,137.94
12	TYFMX	1,115.62
13	TYFMX	1,111.17
14	TYFMX	1,106.70
15	TYFMX	1,097.78
16	TYFMX	1,088.86
17	TYFMX	1,071.00
18	TYFMX	1,062.08
19	TYFMX	1,048.69
20	TYFMX	1,026.38
21	TYFMX	1,017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	834.49
Per DS3 CT at each Secondary Premises	TYFMS	1,518.11

(N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia (Cont'd)**
Pricing Zone 3

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,159.86
2	TYFMX	1,963.50
3	TYFMX	1,542.76
4	TYFMX	1,449.26
5	TYFMX	1,402.50
6	TYFMX	1,355.76
7	TYFMX	1,309.00
8	TYFMX	1,262.26
9	TYFMX	1,238.88
10	TYFMX	1,215.50
11	TYFMX	1,192.12
12	TYFMX	1,168.76
13	TYFMX	1,164.08
14	TYFMX	1,159.40
15	TYFMX	1,150.06
16	TYFMX	1,140.70
17	TYFMX	1,122.00
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	874.22
Per DS3 CT at each Secondary Premises	TYFMS	1,590.40 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia (Cont'd)**
Pricing Band 4

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,337.50
2	TYFMX	2,210.00
3	TYFMX	2,040.00
4	TYFMX	1,487.50
5	TYFMX	1,402.50
6	TYFMX	1,317.50
7	TYFMX	1,232.50
8	TYFMX	1,147.50
9	TYFMX	1,105.00
10	TYFMX	1,062.50
11	TYFMX	1,020.00
12	TYFMX	926.50
13	TYFMX	1,275.00
14	TYFMX	1,224.00
15	TYFMX	1,190.00
16	TYFMX	1,126.26
17	TYFMX	1,054.00
18	TYFMX	1,011.50
19	TYFMX	998.76
20	TYFMX	977.50
21	TYFMX	969.00
22	TYFMX	952.00
23	TYFMX	939.26
24	TYFMX	935.86
25 and Over	TYFMX	935.00
Per DS3 CT at each Secondary Premises	TYFMS	2,249.70 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia (Cont'd)**
Pricing Band 5

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,454.38
2	TYFMX	2,320.50
3	TYFMX	2,142.00
4	TYFMX	1,561.88
5	TYFMX	1,472.62
6	TYFMX	1,383.38
7	TYFMX	1,294.12
8	TYFMX	1,204.88
9	TYFMX	1,160.26
10	TYFMX	1,115.62
11	TYFMX	1,071.00
12	TYFMX	972.82
13	TYFMX	1,338.76
14	TYFMX	1,285.20
15	TYFMX	1,249.50
16	TYFMX	1,182.57
17	TYFMX	1,106.70
18	TYFMX	1,062.08
19	TYFMX	1048.69
20	TYFMX	1026.38
21	TYFMX	1017.46
22	TYFMX	999.60
23	TYFMX	986.22
24	TYFMX	982.64
25 and Over	TYFMX	981.76
Per DS3 CT at each Secondary Premises	TYFMS	2,362.19 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(a) Standard Channel Termination, (Cont'd) per point of termination:

(4) **44.736 – DC, Delaware, Maryland New Jersey, Virginia (Cont'd)**
Pricing Band 6

# DS3 CTs Counted	USOC	3-Year/5-year Monthly Rate Per CT
1	TYFMX	$2,571.26
2	TYFMX	2,431.00
3	TYFMX	2,244.00
4	TYFMX	1,636.26
5	TYFMX	1,542.76
6	TYFMX	1,449.26
7	TYFMX	1,355.76
8	TYFMX	1,262.26
9	TYFMX	1,215.50
10	TYFMX	1,168.76
11	TYFMX	1,122.00
12	TYFMX	1,019.16
13	TYFMX	1,402.50
14	TYFMX	1,346.40
15	TYFMX	1,309.00
16	TYFMX	1,238.88
17	TYFMX	1,159.40
18	TYFMX	1,112.66
19	TYFMX	1,098.62
20	TYFMX	1,075.26
21	TYFMX	1,065.90
22	TYFMX	1,047.20
23	TYFMX	1,033.18
24	TYFMX	1,029.43
25 and Over	TYFMX	1,028.50
Per DS3 CT at each Secondary Premises	TYFMS	2,474.67 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(b) Channel Mileage

(1) **1.544 Mbps**

	USOC	3 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1J53S	$35.00	$8.63
Pricing Zone 2	1J53S	35.00	8.63
Pricing Zone 3	1J53S	35.00	8.63
Price Band 4	1J53S	37.13	12.32
Price Band 5	1J53S	37.13	12.32
Price Band 6	1J53S	37.13	12.32
West Virginia			
Pricing Zone 1	1J53S	$35.00	$8.63
Pricing Zone 2	1J53S	35.00	8.63
Pricing Zone 3	1J53S	35.00	8.63
Price Band 4	1J53S	37.13	12.32
Price Band 5	1J53S	37.13	12.32
Price Band 6	1J53S	37.13	12.32
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1J53S	$35.00	$8.63
Pricing Zone 2	1J53S	35.00	8.63
Pricing Zone 3	1J53S	35.00	8.63
Price Band 4	1J53S	37.13	12.32
Price Band 5	1J53S	37.13	12.32
Price Band 6	1J53S	37.13	12.32 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 2 Rates – 80% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(1) **1.544 Mbps (Cont'd)**

	USOC	5 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1J54S	$31.01	$6.11
Pricing Zone 2	1J54S	31.01	6.11
Pricing Zone 3	1J54S	31.01	6.11
Price Band 4	1J54S	32.18	8.40
Price Band 5	1J54S	32.18	8.40
Price Band 6	1J54S	32.18	8.40
West Virginia			
Pricing Zone 1	1J54S	$31.01	$6.11
Pricing Zone 2	1J54S	31.01	6.11
Pricing Zone 3	1J54S	31.01	6.11
Price Band 4	1J54S	32.18	8.40
Price Band 5	1J54S	32.18	8.40
Price Band 6	1J54S	32.18	8.40
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1J54S	$31.01	$6.11
Pricing Zone 2	1J54S	31.01	6.11
Pricing Zone 3	1J54S	31.01	6.11
Price Band 4	1J54S	32.18	8.40
Price Band 5	1J54S	32.18	8.40
Price Band 6	1J54S	32.18	8.40 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(1) Tier 2 Rates – 80% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(1) **1.544 Mbps (Cont'd)**

	USOC	7 Year Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1T58S	$28.62	$5.82
Pricing Zone 2	1T58S	28.62	5.82
Pricing Zone 3	1T58S	28.62	5.82
Price Band 4	1T58S	29.70	7.80
Price Band 5	1T58S	29.70	7.80
Price Band 6	1T58S	29.70	7.80
West Virginia			
Pricing Zone 1	1T58S	$28.62	$5.82
Pricing Zone 2	1T58S	28.62	5.82
Pricing Zone 3	1T58S	28.62	5.82
Price Band 4	1T58S	29.70	7.80
Price Band 5	1T58S	29.70	7.80
Price Band 6	1T58S	29.70	7.80
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1T58S	$28.62	$5.82
Pricing Zone 2	1T58S	28.62	5.82
Pricing Zone 3	1T58S	28.62	5.82
Price Band 4	1T58S	29.70	7.80
Price Band 5	1T58S	29.70	7.80
Price Band 6	1T58S	29.70	7.80 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(b) Channel Mileage (Cont'd)

(2) **44.7369 Mbps**

	USOC	3 Year/5 Year Rates Fixed	Per Mile
Pennsylvania			
Pricing Zone 1	1YA8S	$631.13	$79.07
Pricing Zone 2	1YA8S	631.13	79.07
Pricing Zone 3	1YA8S	631.13	79.07
Price Band 4	1YA8S	742.50	93.02
Price Band 5	1YA8S	742.50	93.02
Price Band 6	1YA8S	742.50	93.02
West Virginia			
Pricing Zone 1	1YA8S	$631.13	$79.07
Pricing Zone 2	1YA8S	631.13	79.07
Pricing Zone 3	1YA8S	631.13	79.07
Price Band 4	1YA8S	742.50	93.02
Price Band 5	1YA8S	742.50	93.02
Price Band 6	1YA8S	742.50	93.02
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	1YA8S	$631.13	$79.07
Pricing Zone 2	1YA8S	631.13	79.07
Pricing Zone 3	1YA8S	631.13	79.07
Price Band 4	1YA8S	742.50	93.02
Price Band 5	1YA8S	742.50	93.02
Price Band 6	1YA8S	742.50	93.02 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(c) Multiplexing

(1) BSE DS3 to DS1, per arrangement

	USOC	Monthly Rates 3 Year/5 Year
Pennsylvania		
Pricing Zone 1	MXNRX	$488.78
Pricing Zone 2	MXNRX	513.23
Pricing Zone 3	MXNRX	537.66
Price Band 4	MXNRX	569.55
Price Band 5	MXNRX	598.03
Price Band 6	MXNRX	626.51
West Virginia		
Pricing Zone 1	MXNRX	$488.78
Pricing Zone 2	MXNRX	513.23
Pricing Zone 3	MXNRX	537.66
Price Band 4	MXNRX	569.55
Price Band 5	MXNRX	598.03
Price Band 6	MXNRX	626.51
DC, Delaware, Maryland New Jersey, Virginia		
Pricing Zone 1	MXNRX	$488.78
Pricing Zone 2	MXNRX	513.23
Pricing Zone 3	MXNRX	537.66
Price Band 4	MXNRX	569.55
Price Band 5	MXNRX	598.03
Price Band 6	MXNRX	626.51 (N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(2) BSE DS1 to Voice, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)
Pennsylvania			
Pricing Zone 1	$143.85	$139.62	$135.38
Pricing Zone 2	143.85	139.62	135.38
Pricing Zone 3	143.85	139.62	135.38
Price Band 4	153.70	133.21	129.79
Price Band 5	162.23	140.61	137.00
Price Band 6	170.78	148.01	144.21
West Virginia			
Pricing Zone 1	$151.42	$146.97	$142.51
Pricing Zone 2	151.42	146.97	142.51
Pricing Zone 3	151.42	146.97	142.51
Price Band 4	170.78	148.01	136.62
Price Band 5	180.26	156.23	144.21
Price Band 6	189.75	164.45	151.80
DC, Delaware, Maryland New Jersey, Virginia			
Pricing Zone 1	$136.28	$132.27	$128.26
Pricing Zone 2	136.28	132.27	128.26
Pricing Zone 3	136.28	132.27	128.26
Price Band 4	145.16	125.81	122.96
Price Band 5	153.22	132.80	129.79
Price Band 6	161.29	139.78	136.62 (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(3) BSE DS1 to Digital, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)	
Pennsylvania				
Pricing Zone 1	$143.85	$139.62	$135.38	
Pricing Zone 2	143.85	139.62	135.38	
Pricing Zone 3	143.85	139.62	135.38	
Price Band 4	153.70	133.21	129.79	
Price Band 5	162.23	140.61	137.00	
Price Band 6	170.78	148.01	144.21	
West Virginia				
Pricing Zone 1	$151.42	$146.97	$142.51	
Pricing Zone 2	151.42	146.97	142.51	
Pricing Zone 3	151.42	146.97	142.51	
Price Band 4	170.78	148.01	136.62	
Price Band 5	180.26	156.23	144.21	
Price Band 6	189.75	164.45	151.80	
DC, Delaware, Maryland New Jersey, Virginia				
Pricing Zone 1	$136.28	$132.27	$128.26	
Pricing Zone 2	136.28	132.27	128.26	
Pricing Zone 3	136.28	132.27	128.26	
Price Band 4	145.16	125.81	122.96	
Price Band 5	153.22	132.80	129.79	
Price Band 6	161.29	139.78	136.62	(N)

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21. Contract Tariffs (Cont'd)

21.45 Contract Tariff Option 44 (Cont'd) (N)

(I) Monthly Recurring Rates (Cont'd)

(2) Tier 2 Rates – 80% Commitment (Cont'd)

(c) Multiplexing (Cont'd)

(3) BSE DS1 to DS0, per arrangement

	3-Year Rates (USOC MXN13)	5-Year Rates (USOC MXN15)	7-Year Rates (USOC MXN17)	
Pennsylvania				
Pricing Zone 1	$143.85	$139.62	$135.38	
Pricing Zone 2	143.85	139.62	135.38	
Pricing Zone 3	143.85	139.62	135.38	
Price Band 4	153.70	133.21	129.79	
Price Band 5	162.23	140.61	137.00	
Price Band 6	170.78	148.01	144.21	
West Virginia				
Pricing Zone 1	$151.42	$146.97	$142.51	
Pricing Zone 2	151.42	146.97	142.51	
Pricing Zone 3	151.42	146.97	142.51	
Price Band 4	170.78	148.01	136.62	
Price Band 5	180.26	156.23	144.21	
Price Band 6	189.75	164.45	151.80	
DC, Delaware, Maryland New Jersey, Virginia				
Pricing Zone 1	$136.28	$132.27	$128.26	
Pricing Zone 2	136.28	132.27	128.26	
Pricing Zone 3	136.28	132.27	128.26	
Price Band 4	145.16	125.81	122.96	
Price Band 5	153.22	132.80	129.79	
Price Band 6	161.29	139.78	136.62	(N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (N)

(A) Scope

(1) Contract Tariff Option 45 (**Option 45**) is an offering that provides a customer with discounted monthly rates for Ports that allow 1.544 Mbps High Capacity Service (**DS1 Service**), 44.736 Mbps High Capacity Service (**DS3 Service**), and 44.736 Mbps Multiplexed High Capacity Service (**Multiplexed DS3 Service**) to be provided over, or connected to, Telephone Company provided SONET dedicated rings (collectively, **Ports**).

(2) The customer must satisfy the eligibility requirements set forth in (B) following including the customer's purchase of a minimum number of SONET dedicated rings from the Telephone Company (**SDRs**).

(3) The regulations, terms, and conditions provided in this Section 21.46 apply to all customers who subscribe to Ports under this Option 45 in the applicable Metropolitan Statistical Areas (**MSAs**) specified in (C) following and during the specified Subscription Period set forth in (B)(5) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (N)

(B) Eligibility Requirements

All of the following requirements must be met in order to subscribe to this Option 45 and to be eligible for the rates set forth in (H) following.

(1) During the twelve (12) month period prior to subscription to this Option 45, the customer must have achieved a minimum of sixteen million dollars ($16,000,000.00) in billed monthly recurring revenue for interstate telecommunications services purchased by the customer from the Telephone Company under Tariff F.C.C. No. 1 (**FCC1**), Tariff F.C.C. No. 11 (**FCC11**), Tariff F.C.C. No. 14 (**FCC14**) and Tariff F.C.C. No. 20 (**FCC20**). (x) (x) (x)

(2) For the twelve (12) month period prior to subscription to this Option 45, the customer must have investment grade level credit ratings on a total corporate basis, including all affiliates, of at least "A" as issued by Standard & Poor's, and at least "A2" as issued by Moody's.

(3) The customer must have short term credit ratings of at least "A1" as issued by Standard & Poor's and at least "P1" as issued by Moody's.

(4) For the twelve (12) month period prior to subscription to this Option 45, the customer must have a Quick Ratio (current assets divided by current liabilities), as measured on a total corporate basis, including all affiliates, of at least 0.5. The value of the total cash, cash equivalents, and other short term investments of current assets used in the Quick Ratio calculation must be at least twenty billion dollars ($20,000,000,000.00). (N)

(x) Issued under authority of Special Permission No. 07-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (N)

(B) Eligibility Requirements (Cont'd)

(5) A minimum of six (6) interstate SDRs must be ordered during the period which begins January 26, 2007 and ends March 27, 2007 (**Subscription Period)**. The interstate SDRs must be new SDRs (as defined in (B)(8)(a) following), upgrades to OC192 SDRs (as defined in (B)(8)(b) following), renewals of SDRs (as defined in (B)(8)(c) following, or conversions to SDRs (as defined in (B)(8)(d) following (collectively, **Ordered SDRs**). The Ordered SDRs must meet all of the following requirements.

(a) The Ordered SDRs must be purchased by the customer from the Telephone Company.

(b) At least fifty percent (50%) of the total number of Ordered SDRs that are new SDRs (as defined in (B)(8)(a) following) must have an optical carrier (**OC**) rate of forty-eight (OC48) or one hundred ninety-two (OC192).

(c) At least two (2) of the Ordered SDRs that are new SDRs, upgrades to OC192 SDR, or renewals of SDRs must have an OC rate of 192.

(d) At least one (1) of the Ordered SDRs must be replacing an IntelliLight® Dedicated SONET Ring service that was previously purchased under Section 26.1 of FCC11 (**IDSR**).

(x)

(e) At least sixty percent (60%) of the existing SDRs that are an upgrade to OC192 SDR under (B)(8)(b) following or are converted to SDR under (B)(8)(d) following, must have been in service for at least two (2) years prior to the date of subscription to this Option 45.

(f) At least forty percent (40%) of the existing SDRs that are an upgrade to OC192 SDR under (B)(8)(b) following or are converted to SDR under (B)(8)(d) following must be under a term plan that has already expired or that will expire prior to January 26, 2008.

(N)

(x) Issued under authority of Special Permission No. 07-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(6) A minimum of six (6) of the Ordered SDRs must be turned up and placed into service.

(7) Reserved

(8) Ordered SDRs

Ordered SDRs must meet all of the requirements set forth below for a new SDR, upgrade to OC192 SDR, renewal of SDR, or conversions, as applicable.

(a) New SDRs

A new SDR is a SONET dedicated ring that is newly ordered in accordance with this Option 45 and does not include the following.

(1) An SDR that was disconnected from its current location and installed under Section 23.1 following as new at that same location.

(2) An SDR that is upgraded to OC192 under (B)(8)(b) following.

(3) An SDR whose Term Pricing Plan (**TPP**) is renewed as an Ordered SDR under (B)(8)(c) following.

(4) An IDSR that is converted to an Ordered SDR under (B)(5)(d) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(8) Ordered SDRs (Cont'd)

(b) Upgrade to OC192 SDR

(1) An **upgrade to OC192 SDR** is defined as the replacement of two (2) or more existing SDRs, each of which has an OC rate that is less than 192, with a single SDR that has an OC rate of 192, and which satisfies all of the following requirements.

(a) Each existing SDR must have at least one node location (i.e., customer designated premises or Telephone Company central office) in common with the OC192 SDR; and

(b) The upgrade to OC192 SDR is ordered during the Subscription Period set forth in (B)(5) preceding or was ordered prior to the Subscription Period, but, as of the date of subscription, the Telephone Company has not completed the upgrade to an OC192 SDR; and

(c) The customer specifies in its order for service whether or not the transitional billing option as set forth in (G)(3) following will apply to the upgrade to OC192 SDR; and

(d) The Service Period for the upgrade to OC192 SDR commences with the date that billing begins.

(2) The upgrade to OC192 SDR is complete when all services provided over the existing SDRs have been disconnected from the existing SDRs and are installed and operational on the upgraded OC192 SDRs, and the existing SDRs are disconnected.

(3) The following types of changes to an existing SDR are not considered an upgrade to OC192 under this Option 45:

- A change of an existing OC192 SDR to a new OC192 SDR is not an upgrade to OC192 SDR. For example, the addition of one or more node(s) to an existing OC192 SDR is not an upgrade to OC192 SDR.
- The addition of one (1) or more port(s) or node(s) to an existing OC192 SDR is not an upgrade to OC192 SDR.

(4) Except as set forth in this (B)(8)(b), an SDR that is upgraded to any other OC rate shall not be deemed an Ordered SDR under this Option 45. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(B) Eligibility Requirements (Cont'd)

(8) Ordered SDRs (Cont'd)

(c) Renewal of SDR

Renewal of SDR occurs when the customer renews the TPP of an existing SDR (e.g., a SONET dedicated ring provided under Section 23.1 following) for an equal or longer term period where (i) the commitment period for the existing SDR will expire prior to March 25, 2007, or (ii) the commitment period for the existing SDR has already expired and the customer is continuing with the service at the 3-year or a 5-year TPP rate; and all of the following apply:

- the customer did not select a new plan under Section 23.1(D)(2) following; or
- did not extend the expiring commitment period under Section 23.1(I) following.

(d) Conversions to SDR

(1) The customer may convert a dedicated SONET ring purchased under this tariff to a comparable Ordered SDR as described in (B)(5) preceding and that:

(a) has no change in OC rate (for example, replacement of an OC48 SDR to an OC192 SDR would be a change in optical carrier rate and is not a conversion to SDR); and

(b) has no change in node locations at both the customer designated premises and at Telephone Company central offices; and

(c) does not involve a change in the type of node (e.g., from nodes that are not enhanced to enhanced nodes).

(2) The conversion to SDR is complete when billing, record order changes and other work is completed for the Ordered SDR. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(C) Serving Area

(1) Reserved

(2) The serving area of Option 45 for Ports and any Ordered SDRs purchased from the Telephone Company under this tariff is comprised of the wire centers that are within the following Telephone Company MSAs.

Allentown-Bethlehem-Easton, PA	MSA #58
Altoona, PA	MSA #225
Baltimore, MD	MSA #14
Charleston, WV	MSA #140
Hagerstown, MD	MSA #257
Harrisburgh-Lebanon-Carlisle, PA	MSA #84
Huntington-Ashland, WV-KY-OH	MSA #110
Lancaster, PA	MSA #105
Lynchburg, VA	MSA #203
Newport News-Hampton, VA	MSA #104
New York NY	MSA #1
Philadelphia, PA-NJ	MSA #4
Pittsburgh, PA	MSA #13
Reading, PA	MSA #118
Roanoke, VA	MSA #157
Vineland-Millville-Bridgeton, NJ	MSA #228
Washington DC-MD-VA	MSA #8
Williamsport, PA	MSA #251
Wilmington, Newark, DE-MD	MSA #69

(3) The serving area of Option 45 for Ordered SDRs purchased under Section 23.1 following is comprised of the wire centers that are within the Telephone Company MSAs specified in (C)(2) preceding.

(4) Any additions of, or changes to, the wire centers that are within the MSAs specified in (C)(2) preceding that occur during the Service Period of this Option 45 will apply beginning on the effective date of such change and continuing through the end of the commitment period. When such change results in an increase or decrease to the rates applicable under this Option 45, no retroactive billing or adjustment will be made for the portion of the Service Period that has elapsed prior to the effective date of the change. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(D) Service Period

(1) Reserved

(2) The Service Period for Ports that are ordered during the Subscription Period begins with the installation of such Ports and ends on the same day that the term plan for the associated Ordered SDR ends. Ports added after the end of the Subscription Period and during the first thirty-six (36) months of the Service Period will be coterminous with the initial Ports ordered. Ports added after the first thirty-six (36) months of the Service Period will be provided on month-to-month terms at the rates set forth in (H) following.

(3) Upon completion of the applicable Service Period, the customer may continue with the Ports that were subscribed to under this Option 45 in accordance with (G)(4) following.

(E) Exceptions to General Regulations

(1) Except as set forth in this Section (E), a customer subscribing to this Option 45 is subject to all of the General Regulations as set forth in Section 2 of this tariff preceding.

(2) Definitions

The following definitions apply only to limitations of liability, liability to third parties, and indemnification obligations as set forth in (E)(3), (4), and (5) following.

Affiliate – the term "Affiliate" of a party means any entity that Controls, is Controlled by, or is under common Control with, the party specified, including any entity that conforms to such definition as of the date of subscription to this Option 45 as well as any entity that conforms to the definition anytime thereafter. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(2) Definitions (Cont'd)

Control or Controlled – the term "Control" or "Controlled" of/by an entity means that the specified party, directly or indirectly, has the power to direct or cause the direction of the management and policies of that entity through the ownership of voting securities, by contract or otherwise.

Customer – the term "Customer" shall mean customer, its permitted assigns and successors, its Affiliates, and its and their employees, directors, officers, agents, and representatives.

Damages – the term "Damages" shall mean (collectively) all injury, damage, liability, loss, penalty, interest and expense incurred.

Days – the term "Days" shall mean calendar days.

Loss or Losses – the term "Loss" or "Losses" means all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable fees, expenses and disbursements of attorneys, accountants and other experts and professionals, and costs, fees and expenses of investigation, litigation or other proceedings of any claim, default or assessment, settlement, judgment, interest, court costs and penalties) paid or payable to a third party.

Party – the term "Party" shall mean either Customer or the Telephone Company or when used as "Parties" includes both Customer and the Telephone Company.

Subcontractor – the term "Subcontractor" means any independent supplier engaged by the Telephone Company or a Telephone Company Affiliate to perform the Services or any part thereof.

Telephone Company – the term "Telephone Company" shall mean the Telephone Company, its permitted assigns and successors, its Affiliates, and its and their employees, directors, officers, agents, representatives, Subcontractors, and suppliers. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(3) Limitations of Liability

(a) Except for (a) a Party's indemnification obligations under this Option 45, (b) a Party's breach of confidentiality obligations to the other Party and (c) a Party's gross negligence and/or willful misconduct with respect to the subject matter of this Option 45 (any intentional wrongful repudiation or intentional wrongful early termination of this Option 45 or the Telephone Company's intentionally wrongful cessation of Services by the Telephone Company under this Option 45 are examples of willful misconduct), neither Party will be liable for any punitive, exemplary, indirect, special, consequential or incidental or similar Damages, including, without limitation, with respect to loss of data or loss of savings, revenues, or profits, or other commercial or economic loss. Coverage limitations for insurance required under this Option 45 shall not be deemed to limit any dollar amounts recoverable by Customer directly from the Telephone Company under this Option 45. Each Party's liability to each other in connection with all claims under this Option 45 shall be limited to the lesser of (i) direct Damages (or, if otherwise stated in this Section, direct and indirect Damages) awarded to the claiming Party in a final non-appealable order of the Federal Communications Commission or a court of competent jurisdiction or (ii) the aggregate amounts paid by Customer to the Telephone Company for interstate Services or products provided by the Telephone Company to Customer under this Option 45 for the six (6) months prior to the accrual of such claim of cause of action for the specific product or Service which forms the basis for such cause of action, to the extent the claim relates to a specific product or Service. If a recovery is made by one Party against the other in a contract year, the 6 month direct damages cap referenced above shall be replenished for the next contract year of Option 45.

(b) The limitations of liability set forth above do not limit amounts due and owing from Customer for products and Services provided by the Telephone Company under this Option 45, including minimum commitment charges, shortfall charges or early termination liability charges or amounts due and owing in the form of credits from the Telephone Company to Customer.

(c) The limitations of liability set forth in this Option 45 shall apply regardless of the form of action, whether in contract or tort, strict liability or otherwise; and whether or not losses or Damages were foreseeable and shall survive failure of any exclusive remedies provided in this Option 45.

(d) The limitations of liability set forth in this Option 45 do not preclude a Party from seeking injunctive relief from a court of competent jurisdiction in the event of a violation by the other party of confidentiality obligations or other situations where there is no adequate remedy at Law and no exclusive remedy is provided under this Option 45. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(4) Liability to Third Parties

(a) No subcontract, or other agreement entered into by either Party with any third party in connection with this Option 45 shall provide for any indemnity, guarantee, assumption of liability or other obligation of or by the other Party to this Option 45 with respect to such arrangement except as consented to in writing by such other Party.

(b) This Option 45 does not expressly or implicitly provide any third party (including users and subcontractors) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege. This Option 45 shall not create any right or cause of action in or on behalf of any person or entity other than Customer or the Telephone Company.

(5) Indemnification

(a) Customer Indemnifications

Customer will indemnify, hold harmless and defend the Telephone Company in accordance with the procedures described in Section (E)(5)(d), Indemnification Procedures, hereof, against all Losses arising out of, in connection with, resulting from or based on allegations of, any of the following:

(1) The death or bodily injury of any person (including, any agent, employee, customer, the Telephone Company, business invitee or business visitor of the Telephone Company) to the extent that such Loss was proximately caused by any negligent act or omission or willful misconduct by Customer or Customer's subcontractors in connection with the services set forth in (A)(1)(a) through (A)(1)(d) preceding, collectively **Services**.

(2) The damage, loss or destruction of any real or personal property to the extent that such Loss was proximately caused by any negligent act or omission or willful misconduct by Customer or Customer's subcontractors in connection with the Services.

(3) Customer's use of the Services other than as specified or permitted under this tariff. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(5) Indemnification (Cont'd)

(a) Customer Indemnifications (Cont'd)

(4) Any taxes or other similar charges, including interest and penalties, assessed against the Telephone Company which are obligations of Customer.

(5) Customer's obligations with regard to compliance with applicable law.

(6) Customer's obligations with regard to confidential information that arise in connection with provision of Services pursuant to the Option 45.

(b) The Telephone Company Indemnifications

The Telephone Company shall indemnify, hold harmless, and defend Customer in accordance with the procedures described in (E)(5)(d) following, Indemnification Procedures, hereof, against all Losses arising out of, in connection with, resulting from or based on allegations of, any of the following relating to the Telephone Company:

(1) Any duties or obligations of the Telephone Company, its Affiliates or any Subcontractor, or any the Telephone Company Personnel in respect of a third party or any Subcontractor of any tier (i.e., direct Subcontractors, their subcontractors, and so on), including claims and causes of actions based on employer status or on the Telephone Company's payment obligations to Subcontractors.

(2) The death or bodily injury of any person (including any agent, employee, customer, supplier, business invitee or business visitor of Customer) to the extent that such Loss was proximately caused by any negligent act or omission or willful misconduct by the Telephone Company in connection with the Services. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(5) Indemnification (Cont'd)

(b) The Telephone Company Indemnifications (Cont'd)

(3) The damage, loss or destruction of any real or personal property to the extent that such Loss was proximately caused by any negligent act or omission or willful misconduct by the Telephone Company in connection with the Services.

(4) Any taxes or other similar charges, including interest and penalties, assessed against Customer which are obligations of the Telephone Company hereunder.

(5) The Telephone Company's willful misconduct or fraud with respect to the Services.

(6) That use of a Service provided by the Telephone Company to Customer under this Option 45 during the applicable Service Period infringes any United States patent, copyright, trade secret, trademark, or service mark; provided that, the obligations hereunder shall not apply to claims of infringement or misappropriation arising from: (a) any use of a Service in combination with services, software, data or systems not supplied by the Telephone Company under this Option 45; (b) modification of a Service by Customer or its contractors or modification by the Telephone Company at the direction of Customer or its contractors, provided that, no infringement would have occurred without such modification; or (c) the content of communications transmitted by or for Customer in the Customer's use of a Service, including libel, slander or invasion of privacy. If Customer is enjoined, or is otherwise prohibited from using the Services as a result of, or in connection with any such claim, suit, action or proceeding, the Telephone Company shall promptly either (i) procure for Customer the right to continue using the affected Services; (ii) modify the affected Services so that they become non-infringing, without a material and adverse change in functionality of the Services; or (iii) replace the affected Services with services that are non-infringing without material and adverse change in functionality as compared to the affected Services; or (iv) if neither (i), (ii) or (iii) above are commercially reasonable, promptly terminate the infringing Services and any Services ordered by Customer that Customer is unable to use due to termination of the infringing Services without such termination constituting a breach of the Option 45. Customer shall not be obliged to pay any termination liability to the Telephone Company for Services so terminated. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(5) Indemnification (Cont'd)

(c) For the purposes of Section (E)(5), for Customer, the term "agent" means Customer agents retained by Customer to provide services to Customer that require use of Services provided by the Telephone Company to Customer; and for the Telephone Company, the term "agent" means the Telephone Company agents retained by the Telephone Company to assist the Telephone Company in the provision of the Services.

(d) Indemnification Procedures

If a notice of commencement or threatened commencement of a claim or cause of action is received by a party entitled to indemnification under this Option 45 ("Indemnified Party"), the Indemnified Party shall give written notice thereof ("Indemnification Notice") to the party that is obligated to provide indemnification ("Indemnifying Party") within thirty (30) Days of the Indemnified Party's receipt of the notice of commencement or threatened commencement of the claim or cause of action. The Indemnified Party's Indemnification Notice as provided herein shall not affect the Indemnifying Party's indemnification obligations hereunder except to the extent the Indemnifying Party was materially prejudiced as a result of such failure.

(1) Within fifteen (15) Days after the Indemnifying Party's receipt of an Indemnification Notice, but in no event later than ten (10) Days before the date on which a response to a complaint or summons in connection therewith is due, the Indemnifying Party shall notify the Indemnified Party, in writing, if the Indemnifying Party acknowledges its indemnification obligations and elects to assume control of the defense and settlement of such claim or cause of action ("Election Notice").

(2) If the Indemnifying Party delivers an Election Notice within the required time period, then the Indemnifying Party shall immediately take control of the defense and investigation of such claim or cause of action and select and engage counsel reasonably satisfactory to the Indemnified Party to handle and defend the claim or the cause of action, at the Indemnifying Party's sole cost and expense. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(5) Indemnification (Cont'd)

(d) Indemnification Procedures (Cont'd)

(3) If the Indemnifying Party fails to deliver an Election Notice within the required time period, or delivers an Election Notice within the required time period but does not immediately take control of the defense and investigation of such claim or cause of action and select and engage counsel reasonably satisfactory to the Indemnified Party to handle and defend the claim or cause of action, then the Indemnified Party shall have the right to defend the Loss in such manner as it may deem appropriate, at the sole cost and expense of the Indemnifying Party (including payment of any judgment or award and the costs of settlement or compromise of the claim or cause of action), and the Indemnifying Party shall promptly reimburse the Indemnified Party for all such costs and expenses, including payment of any judgment or award and the costs of settlement or compromise of the claim or the cause of action.

(4) The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its counsel in the investigation, trial and defense of such claim or cause of action and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through the Indemnified Party's own counsel or otherwise, in the investigation, trial and defense of such claim or cause of action; and any appeal arising therefrom.

(5) The Indemnifying Party will reimburse the Indemnified Party for the reasonable costs of counsel engaged by the Indemnified Party, as such costs are incurred and upon request therefore, if:

(i) The Indemnified Party engages counsel in connection with its right to defend the Loss as described in Section (E)(5)(d)(3) preceding, or

(ii) Customer and the Telephone Company are parties to an action, proceeding or investigation and the Indemnified Party wishes to pursue additional or different claims and/or defenses unavailable to, or not pursued by, the Indemnifying Party. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(E) Exceptions to General Regulations (Cont'd)

(5) Indemnification (Cont'd)

(d) Indemnification Procedures (Cont'd)

(6) The Indemnifying Party shall not settle any claim or cause of action of which indemnity may be sought hereunder, whether or not the Indemnified Party is an actual or potential party thereto without the Indemnified Party's express prior written consent. Indemnified Party will not unreasonably withhold its consent to any such proposed settlement provided:

(i) Such proposed settlement does not involve a remedy other than the payment of money by the Indemnifying Party, and

(ii) Indemnifying Party and all plaintiffs or claimants agree to unconditionally release Indemnified Party from any responsibility or liability with respect to the subject matter thereof and any related facts or circumstances. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(F) Application of Rates and Charges

(1) Reserved

(2) Application of Rates and Charges for Ports

(a) This Option 45 includes monthly recurring rates for Ports that are ordered during the first thirty-six (36) months of the Service Period specified in (D) preceding and that are within the Serving Area as specified in (C) preceding. Such Ports are exclusively for use with Ordered SDRs that are subscribed to under this Option 45.

(b) The monthly recurring rates for Ports as set forth in (H) following apply only to those Ports that are subscribed to under this Option 45 and meet the requirements set forth herein for such Ports.

(c) The monthly recurring rates for Ports are set forth in (H) following and apply per Port.

(d) Ports ordered after the first thirty-six (36) months of the Service Period specified in (D) preceding may only be ordered on a month-to-month basis. Such Ports are subject to the monthly recurring charges set forth in (H) following of this Option 45 and to the nonrecurring charges set forth in Section 23.1 following (as determined in accordance with Section 14.7 preceding).

(3) Order Modification Charges

Following the customer's initial order for service at the time of subscription to Option 45, for any subsequent order for additional Ports that is modified within five (5) days of placement of an order for such service by Customer, order modification charges as set forth in Section 5 preceding do not apply. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(G) Terms and Conditions

Unless specifically superseded by the terms and conditions set forth herein, all terms and conditions, including termination liability and minimum periods, as stated in Section 23.1 following with respect to Ports, apply to the applicable services and Ports that are subscribed to under this Option 45.

(1) Subscription to Other Contract Tariff Options

The customer may not concurrently subscribe any rate element that is subject to the rates set forth in (H) following of this Option 46 to any other contract tariff option or other Telephone Company offering unless subscription of such rate element is explicitly allowed under that contact tariff option or other offering. Upon subscription to another contract tariff option or other offering, the rates set forth in (H) following will cease, unless explicitly allowed to continue under the other contract tariff option or other offering. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(2) Termination Charges

(a) Reserved

(b) Termination Charges for Ports

(1) Termination charges apply if a Port is discontinued prior to the end of the respective Service Period as set forth in (D) preceding.

(2) Termination charges for Ports apply at one hundred percent (100%) of the applicable monthly recurring rate set forth in (H) following beginning with the date of disconnection and continuing through the end of the first twenty-four (24) months of the Service Period, plus seventy-five percent (75%) for months twenty-five (25) through thirty-six (36) of the Service Period. Termination charges do not apply after month 36 of the applicable Service Period.

(3) Ports that are ordered after the first thirty-six (36) months of the Service Period (i.e., on a month-to-month basis) are not subject to termination charges. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd) (N)

(G) Terms and Conditions (Cont'd)

(2) Termination Charges (Cont'd)

(b) Termination Charges for Ports (Cont'd)

(4) When the TPP for an in-service Port that was previously purchased under Section 23.1 following is cancelled in order subscribe to a Port of the same type under this Option 45 for use with Ordered SDR under this Option 45, such cancellation of the term plan such shall not be regarded as a termination or cancellation of service and will not incur termination liability or cancellation charges. Once such Port(s) are subscribed to under this Option 45, such Port(s) shall be subject to termination liability and/or cancellation charges as set forth in this Option 45.

(3) Transitional Billing

(a) Where the customer orders an upgrade to OC192 SDR during the Subscription Period, and the upgrade meets the eligibility requirements set forth in (B) preceding, the customer may, at the time of ordering the upgrade, request the transitional billing option. In doing so, the customer will receive six (6) months of transitional billing credit when the conditions set forth herein are met. An upgrade to OC192 SDR that is ordered after the subscription period is not eligible for transitional billing credit under this Option 46

(b) Transitional billing credit applies for six (6) months at fifty percent (50%) of the monthly recurring rates for the node and mileage rate elements on the SDR being replaced. For Ordered OC192 SDRs purchased under Section 23.1 following, transitional billing credit also applies at 50% of the node and mileage rate elements provided that the replacing OC192 SDR has at least one (1) node location (customer designated premises or Telephone Company central office) in common with the SDR being replaced. The monthly recurring rates for DSR are set forth in Section 23.1 preceding (as determined in accordance with Section 14.7 preceding).

(4) Expiration of the Service Period

Upon expiration of the applicable Service Period, the customer's subscription to Ports is terminated and the customer must choose one of the following options:

(a) discontinue the service without termination liability; or

(b) select any then offered TPP, contract tariff option or other service offering provided by the Telephone Company for which the customer is eligible; or

(c) continue with the service on a monthly basis at the sixty (60) month rates set forth in Section 23.1 following as determined in accordance with Section 14.7 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.46 Contract Tariff Option 45 (Cont'd)

(H) Monthly Recurring Rates (Cont'd) (N)

	USOC	Monthly Recurring Rate
Ports		
DS1 Ports	-----	$ 28.00
DS3 Ports	-----	115.00
DS3 Transmux Ports	-----	400.00

(N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (N)

(A) Scope

Contract Tariff Option 46 (**Option 46**) provides a customer with Billing Credits (as defined below) on certain Facilities Management Service (**FMS**) Channel Mileage rate elements when the customer maintains a minimum number of FMS Transport Miles (as defined below) and satisfies the other criteria as set forth in this Option 46.

(B) Definitions

Unless otherwise defined in this Option 46, the following terms are used in this Option 46.

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the services covered by this Option 46.

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits (if any) to the customer.

(3) **Billing Credit** shall mean collectively the amounts (if any) provided to the customer as a credit on its monthly bill at the end of each Quarter during the Service Period based on the applicable Discounts on the specific services (as set forth in (H) following) offered to the customer pursuant to this Option 46. Calculation of the applicable Billing Credits is described in (I) following.

(4) **Discount** shall mean collectively the discounts (if any) on FMS Channel Mileage Rate Elements as provided under the terms of Option 46 of this tariff and Option 47 of the Telephone Company's Tariff F.C.C. No. 11 (FCC 11). Discounts offered on FMS Channel Mileage Rate Elements is described in (H) following. (x) (x) (N)

(x) Issued under authority of Special Permission No. 07-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(B) Definitions (Cont'd)

(5) **FMS Channel Mileage Rate Elements** shall mean the monthly recurring rates for the channel mileage rate elements included within the FMS Plan as follows.

(a) The FMS Channel Mileage Rate Elements for this tariff are described in Section 6.8.26(D)(10) preceding for Switched Access FMS and Section 7.2.13(D)(11) preceding for Special Access FMS.

(b) The monthly recurring rates for FMS Channel Mileage in this tariff are set forth in Section 6.9.10(D) preceding for Switched Access FMS and Section 7.5.18(C) preceding for Special Access FMS (as determined in accordance with Section 14.7 preceding).

(c) The FMS Channel Mileage Rate Elements for FCC 11 are described in Section 6.2.12(F)(3) for Switched Access FMS and Section 7.2.16(F)(3) for Special Access FMS. (x) (x)

(d) The monthly recurring rates for Switched Access FMS Channel Mileage for FCC 11 are set forth in Sections 30.6.9(A)(2) and (B)(2) for Price Band rates and Section 31.6.9(A)(2) and (B)(2) for all other rates as determined in Section 15.3. The monthly recurring rates for Special Access FMS Channel Mileage for FCC 11 are set forth in Sections 30.7.18(A)(2) and (B)(2) for Price Band rates and Section 31.7.18(A)(2) and (B)(2) for all other rates as determined in Section 15.3. (x) (x)

(6) **FMS Plan** shall mean the Switched Access or Special Access FMS Services provided pursuant to Sections 6.8.26 and 7.2.13 preceding of this tariff and Sections 6.2.12 and 7.2.16 of FCC 11. (x)

(7) **FMS Transport Miles** shall mean the aggregate number of miles billed by the Telephone Company to the customer for FMS Channel Mileage Rate Elements during each month of the Service Period for all FMS Plan Services provided pursuant to this tariff and to FCC 11, and which miles are not subject to dispute by the customer. If the customer disputes the billing of any mileage for the FMS Channel Mileage Rate Elements (e.g., number of miles billed for a circuit is incorrect), then such miles shall not be included in the calculation of FMS Transport Miles. Unless manifest error can be demonstrated by the customer, the Telephone Company's calculation of such aggregate mileage shall be deemed to be accurate, and shall not be subject to dispute by the customer. (x) (N)

(x) Issued under authority of Special Permission No. 07-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(B) Definitions (Cont'd)

(8) **Grooms** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a Special Access DS1 or DS3 Service, and shall include any of the following types of moves, rearrangements, reterminations, disconnection, and reconnection, or other changes (however characterized) to the Special Access Service: (i) a change in the Customer Designated Premises from one location to another; (ii) a change in the CFA or termination point within a single Telephone Company wire center; or (iii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be associated with a facility provided by either the Telephone Company or provided by a collocator).

(9) **Maximum Monthly Grooms** shall have the meaning set forth in (J) following.

(10) **Minimum FMS Transport Miles** shall have the meaning set forth in (G) following.

(11) **MRC** shall mean monthly recurring rates or charges for the services provided pursuant to Telephone Company tariffs.

(12) **Prior Contract Options** shall mean Contract Tariff Option 37 preceding of this tariff and Contract Tariff Option 40 of FCC 11. (x)

(13) **Quarter** shall mean either of the following periods, as applicable: (i) the period from May 1, 2007 to July 31, 2007; or (ii) August 1, 2007 to October 31, 2007. (N)

(x) Issued under authority of Special Permission No. 07-004 of the Federal Communications Commission.

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

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the rates, terms, and conditions of this Option 46.

(1) The customer must have been subscribed to the Prior Contract Options and not terminated such Prior Contract Options prior to the end of the service period for such Prior Contract Options.

(2) The customer must continue to continuously subscribe to the FMS Plan during the Service Period.

(3) During the three (3) month period prior to May 1, 2007, the customer must have maintained a minimum average of one hundred sixty thousand (160,000) billed FMS Transport Miles per month.

(4) The customer may not concurrently subscribe to an Alternative Tariff Arrangement which meets any of the following criteria at any time during the Service Period: (i) an Alternative Tariff Arrangement which provides a discount, credit, or other reduction in rates or terms, other than a generally available discount plan which allows for aggregation of Special Access Services across all of the Telephone Company's interstate tariffs; and (ii) an Alternative Tariff Arrangement which provides discounts on FMS Channel Mileage Rate Elements or on other rate elements included within the FMS Plan. If the customer wishes to subscribe to such an Alternate Tariff Arrangement, then the customer shall not receive any Discounts and Billing Credits under this Option 46.

(5) A customer must subscribe to Option 46 by submitting a written authorization in a manner designated by the Telephone Company before June 1, 2007 (**Subscription Period**).

(D) Service Period

The Service Period of this Option 46 shall commence on May 1, 2007 and end on October 31, 2007. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 46

Subject to the terms and conditions of this Option 46, the applicable Discount (as described in (H) following) and Billing Credits (as described in (I) following) shall be provided on the following services and the following rate elements:

(1) FMS Channel Mileage Rate Elements

The applicable Discount on FMS Channel Mileage Rate Elements (as described in (H)(1) following) shall only be applied to the MRCs for FMS Channel Mileage Rate Elements that are billed during the Service Period, and that meet all of the following criteria during each month of the Service Period:

(a) The entire circuit (all portions other than the end user channel termination), must be included within the FMS Plan;

(b) The FMS Channel Mileage Rate Element must be a rate element of an FMS Plan circuit that has a Network Channel (**NC**) Code of either HC, HF, or OC (i.e., the circuit must be DS1 or greater bandwidth);

(c) The FMS Channel Mileage Rate Elements must be billing one of the following USOCs: 1A59S, 1A64S, 1A6US, 1A6VS, 1YJB3, 1YJB5, 1YJBX, 1A5YS, 1A87S, 1A88S, 1A89S, 1YAMS, 1YANS, 1YAPS, 1YAQS,1YARS, 1YJD3, 1YJD5, 1YJDX, 1YJF3, 1YJF5, 1YJFX, 1YJA3, 1YJA5, 1YJAX,; and

(d) The customer meets the requirements of maintaining the Minimum FMS Transport Miles as more specifically described in (G) following, and the requirements regarding disputes, payments, credits, and debits set forth in (I)(3) following. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 46 (Cont'd)

(2) The Discount and Billing Credit is provided only on billed FMS Channel Mileage Rate Elements that meet the requirements of this Option 46 (including (I) following). The following types of charges (which is an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from application of Discounts and Billing Credits) are not included in the application of the Discount and the calculation of the Billing Credits:

(a) Any non recurring charges;
(b) Taxes, fees, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(c) Service or administrative fees or charges imposed by the Telephone Company (e.g., interest penalty, late payment penalty);
(d) Any other billed amount related to the services for which payment is being withheld or under dispute by the customer, subject to (I) following;
(e) Any debits or credits for Services rendered in prior Quarters or periods prior to May 1, 2007, subject to (I) following;
(f) Minimum period charges;
(g) Termination liabilities; or
(h) Any other charges which are not applied on a recurring monthly basis. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(F) Service Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under Section 14.7 preceding of this tariff. Wire centers for the Phase II MSAs of this tariff are listed in Section 14.7 preceding. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the tariff) that occur during the Service Period of this Option 46 will apply.

(G) Minimum FMS Transport Miles

(1) Subject to the terms and conditions set forth in this Option 46, including the requirement to maintain the Minimum FMS Transport Miles as set forth in this Section (G), the customer is eligible to receive the applicable Discount set forth in Table 1 of (H)(1) following.

(2) In order to receive the applicable Discount (as set forth in Table 1 of (H)(1) following) and the Billing Credits (as determined in accordance with (I) following) associated therewith, in any given month of the Service Period, the customer must meet either one of the following criteria (individually and collectively referred to as **Minimum FMS Transport Miles**):

(a) During any month of the Service Period, the customer must maintain in-service no less than 160,000 FMS Transport Miles per month. If the customer meets this criteria, then the Telephone Company will not calculate, and the customer is not required to meet the requirements of (G)(2)(b) following; or

(b) During any Quarter, the customer must maintain an average of no less than 160,000 FMS Transport Miles during each month of such Quarter. If the customer maintains an average number of miles of no less than 160,000 FMS Transport Miles during each month of such Quarter, but does not otherwise meet the criteria as set forth in (G)(2)(a) preceding (i.e., the actual monthly FMS Transport Miles in a given calendar month are less than 160,000 miles), the customer shall still be eligible for the applicable Discounts set forth in (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(G) FMS Minimum Transport Miles (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

The following two illustrative examples are presented.

Example 1: During Quarter 1, the Telephone Company calculates the customer's FMS Transport Miles (excluding any miles which are disputed by the customer) during each such month of Quarter 1 as follows:

Month 1 - 154,000 miles, and
Month 2 - 160,000 miles, and
Month 3 - 161,000 miles.

Since month 1 did not meet the requirements of (G)(2)(a) preceding (i.e., the billed FMS Transport Miles were less than 160,000), the Telephone Company will calculate the average number of FMS Transport Miles for Quarter 1, which is equal to 158,333 miles per month (i.e., an aggregate of 475,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would not receive the applicable Discounts (as set forth in Table 1 of (H)(1) following) or the Billing Credits (as set forth in (I) following) in month 1 of Quarter 1 because the customer has not met either of the criteria set forth in (G)(2) preceding (i.e., the actual FMS Transport Miles in month 1 are less than 160,000 miles, and the average monthly FMS Transport Miles, as measured throughout the three months of Quarter 1, is less than 160,000 miles). However, the customer would be eligible for the applicable Discounts (as set forth in Table 1 of (H) following) and the Billing Credits (as set forth in (I) following) in months 2 and 3 of Quarter 1 because the customer meets the Minimum FMS Transport Mile criteria in (G)(2)(a) preceding (i.e., it's actual FMS Transport Miles for months 2 and 3 are each at or above 160,000 miles). (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(G) FMS Minimum Transport Miles (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

Example 2: During Quarter 1, the Telephone Company calculates the customer's FMS Transport Miles (excluding any miles which are disputed by the customer) during each such month of Quarter 1 as follows:

Month 1 - 159,000 miles, and
Month 2 - 164,000 miles, and
Month 3 - 166,000 miles.

This results in an average number of FMS Transport Miles for Quarter 1 of 163,000 miles per month (i.e., an aggregate of 489,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would receive the applicable Discounts (as set forth in Table 1 of (H)(1) following) and the Billing Credits (as set forth in (I) following) for each month of Quarter 1 because the customer meets the Minimum FMS Transport Mile criteria in (G)(2)(b) preceding (i.e., the average monthly FMS Transport Miles are greater than 160,000 miles for each month of Quarter 1). (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(H) Discounts

(1) FMS Plan Discounts

Subject to the terms of this Option 46, including the requirement to maintain the Minimum FMS Transport Miles as set forth in (G) preceding, and the method of calculation and timing of the Billing Credit as set forth in (I) following, the Telephone Company will apply the applicable Discount (as set forth in Table 1 below) to the customer's FMS Channel Mileage Rate Elements. The applicable Discount is derived by (i) assigning each circuit included in the FMS Plan to a mileage band (as set forth in Table 1 below) based on the length of the channel mileage billed for such circuit; and (ii) assigning all circuits included in the FMS Plan into FMS Transport Mile tiers (as set forth in Table 1 below) based on the aggregate billed FMS Transport Miles in any given month of the Service Period. In no event will the aggregate Billing Credit paid over the course of the Service Period by the Telephone Company to the customer for FMS Channel Mileage that is eligible to be Tier 2 be greater than $1,500,000.

Table 1: Discounts by Mileage Band and FMS Transport Miles

FMS Transport Miles	Mileage Band 1 1 – 10 Miles	Mileage Band 2 11 – 20 Miles	Mileage Band 3 21 Miles or Above
Tier 1			
1 – 160,000	32.0%	27.5%	24.0%
Tier 2			
160,001 and above*	50.0%	40.0%	35.0%

* The aggregate Billing Credits payable at this tier are subject to an aggregate and overall cap of $1,500,000 for the entire Service Period.

For example, assume that in a given month in the Service Period, the customer had 165,000 FMS Transport Miles. Then, the customer would be eligible for the applicable Discounts based on mileage bands for all FMS Transport Miles up to 160,000 miles, and would be eligible for applicable Discounts in Tier 2 based on mileage bands for all FMS Transport Miles greater than 160,000 miles. The actual Discount level would depend on the length of the circuit. A detailed method of calculation is described in (I) following. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits

(1) Method of Calculation of the Applicable Billing Credit

(a) Following the end of each Quarter during the Service Period, the Telephone Company will calculate the applicable Billing Credit (if any) to be applied to the customer's BANs by assigning the FMS Transport Miles (excluding any miles which are disputed or payment is withheld by customer) for each month of the Quarter into Table 1 of (H)(1) preceding, and then applying the corresponding discount based on the assignment of those FMS Transport Miles. Specifically, (i) the first 160,000 FMS Transport Miles and the associated FMS Transport MRCs for each month of the Quarter are assigned into Tier 1 of Table 1 in (H)(1) preceding, and (ii) any miles in excess of 160,000 FMS Transport Miles and the associated FMS Transport MRCs, if any, for that same month of the Quarter are assigned into Tier 2 of Table 1 in (H)(1) preceding. Finally, the discounts set forth in Table 1 of (H)(1) preceding are applied to the assigned FMS Transport MRCs for each month and all such discounted sums are totaled to determine the Billing Credit due for the Quarter. The associated MRCs of any FMS Transport Miles that are unpaid or under dispute at the time of performing this calculation will not be assigned.

(b) Finally, the Billing Credit for FMS Transport Miles determined in (I)(1)(a) preceding will be reduced to reflect any Grooms which exceed the Maximum Monthly Grooms specified in (J) following. For month 1 of Quarter 1, the Billing Credit shall be pro-rated based on the number of days beginning with the date of subscription to the end of such calendar month.

(c) The calculations specified in (I)(1)(a) through (b) preceding will be repeated for each month in each Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(1) Method of Calculation of the Applicable Billing Credit (Cont'd)

(d) Consider the following illustrative example:

Assume the customer has 154,000 FMS Transport Miles for month 1 of Quarter 2, but otherwise has met the Minimum FMS Transport Miles set forth in (G)(2) preceding. Assume further that the customer had MRCs which were billed in Quarter 1 of $3,000,000, and that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit, the MRC would be calculated as $2,550,000 ($3,000,000 less $450,000). Thus, after the completion of the preceding calculation, the customer has the following distribution of FMS Transport Miles and MRCs for the FMS Channel Mileage Rate Elements:

	Miles	MRC
Mileage band 1	30,000	$ 750,000
Mileage band 2	29,000	800,000
Mileage band 3	95,000	1,000,000
Total	154,000	$2,550,000

Applying the Discount from Table 1 of (H)(1) preceding, the calculation yields the following Billing Credits by mileage band:

Mileage band 1	$750,000 x .32 = $240,000
Mileage band 2	$800,000 x .275 = $220,000
Mileage band 3	$1,000,000 x .24 = $240,000

The total Billing Credit is $700,000 ($240,000 plus $220,000 plus $240,000).

Assume further that the customer had no reduction based on exceeding the Maximum Monthly Grooms. Hence the final Billing Credit in this example is $700,000. Each of the above steps would be repeated for each month in a Quarter to arrive at the aggregate Billing Credit for the Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(2) Payment of Billing Credits

If the customer is eligible for a Billing Credit as set forth in this Option 46, then, subject to the terms of this Option 46, no later than sixty (60) days after the end of each Quarter during the Service Period, the Telephone Company shall credit the customer's BANs with the applicable Billing Credit(s) as determined in accordance with the terms of this Option 46. The Billing Credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff.

(3) In calculating the Billing Credit, all of the following requirements shall apply.

(a) The Telephone Company shall not include in the calculation of the Billing Credit any amounts which are unpaid and/or disputed by the customer as of the thirtieth (30^{th}) day following the end of each Quarter. For example, assume that the customer had MRCs which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit (as set forth in (I) preceding), the MRCs would be calculated as $2,550,000 ($3,000,000 less $450,000). (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(I) Calculation and Payment of Billing Credits (Cont'd)

(3) (Cont'd)

(b) To the extent that the customer has any disputes, then the customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) day following the end of each Quarter. Each dispute must be submitted on a claim description form as provided by the Telephone Company and must clearly state next to the circuit ID and amount under dispute the following "Dispute Associated with 2007 Contract Tariff."

(c) Any amounts or services that are included in calculation of the Billing Credit will not be subject to any claims or disputes by the customer at any time in the future.

(d) For the purpose of calculating the Billing Credit, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company), or any prior Quarter other than the then current Quarter for which the Billing Credit is being calculated. As an illustrative example, assume that the customer had MRCs for all FMS Channel Mileage Rate Elements which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the FMS Channel Mileage was incorrectly calculated. Hence, in calculating the Billing Credit (as set forth in (I) preceding), the MRC would be calculated as $2,550,000 ($3,000,000 less $450,000). Assume further that in Quarter 2, the Telephone Company and the customer agree that such billing was partially in error and that the customer should have received a credit of $300,000 for FMS Channel Mileage Rate Elements. Then, in Quarter 2, the Telephone Company shall not include such credit adjustment of $300,000 nor the subsequent debit of $150,000 for purposes of calculating the customer's Billing Credit in Quarter 2. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (S)

(J) Limitation on Grooms

In consideration for the terms and conditions set forth herein, including the Discounts and Billing Credit offered by the Telephone Company, the customer and the Telephone Company agree to the following:

(1) Subject to the terms of this Section (J), commencing on May 1, 2007, and during each month of the Service Period, the Telephone Company shall not be required to perform Grooms of more than twenty-five (25) Special Access circuits per month, of which number no more than two (2) Special Access circuits may be equal to DS3 or greater bandwidth (**Maximum Monthly Grooms**).

(2) The Maximum Monthly Grooms limitation set forth in (J)(1) preceding shall only apply to the following LATAs: 128, 132, 130, 134, 136, 140, 224, 226, 228, 230, 234, 236, 238, 248, 252. When determining the Maximum Monthly Grooms limitation, the Telephone Company shall count all Grooms ordered during the month in any of the operating territories for such LATAs of this tariff and FCC 11 and within any of the operating territories specified for such LATAs in the Telephone Company's Tariffs F.C.C. No. 14 and/or F.C.C. No. 16. (S)
The operating territories for each such LATA can be found in the Local Exchange Routing Guide (**LERG**), as described under the Reference to Technical Publications and Information Publications Technical Reference section preceding of this tariff. (N)

(S) Reissued material originally issued under Transmittal No. 794 and effective May 1, 2007

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(3) The following types of Grooms shall not be included in the Maximum Monthly Grooms and shall be performed by the Telephone Company in accordance with its normal business practices:

(a) Telephone Company Initiated Grooms: Any Groom initiated by the Telephone Company shall not be included in the number of Maximum Monthly Grooms.

(b) Maintenance Grooms: A circuit that is identified as a Maintenance Groom (as defined below) by the customer, and accepted by the Telephone Company as a Maintenance Groom shall not be included in the number of Maximum Monthly Grooms. A **Maintenance Groom** shall mean a circuit which meets all of the following criteria:

(1) there is no change in the mileage between the original and Groomed circuit;

(2) the original circuit is experiencing service failures as a result of equipment problems, and Grooming will correct such problems; and

(3) the total MRCs billed by the Telephone Company to the customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Groom being performed. All Maintenance Grooms shall be subject to review and acceptance by the Telephone Company, and the Telephone Company's final decision shall be binding as to whether a specific Groom is a Maintenance Groom, or whether such Groom is to be included in the Maximum Monthly Grooms. The Telephone Company may route such circuit as it deems necessary, and such routing shall be at the Telephone Company's sole discretion.

(c) Optimization Grooms: Any Grooms where (i) there is no change in the mileage between the original and Groomed circuit and (ii) the total MRCs billed by the Telephone Company to the customer for such Groomed circuit shall be equal to or greater than the original circuit prior to the Grooming activities having been performed;

(d) Any circuit that is at a bandwidth less than a DS1 level shall not be subject to the Maximum Monthly Grooms limitation. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(4) The customer may submit requests to the Telephone Company to perform Grooms that exceed the Maximum Monthly Grooms during any calendar month, but the Telephone Company shall not be obligated to perform any Grooms in excess of the Maximum Monthly Grooms, unless the customer specifically instructs the Telephone Company in writing to perform Grooms in excess of the Maximum Monthly Grooms. Any Grooms performed by the Telephone Company that are in excess of the Maximum Monthly Grooms shall be subject to the terms of (J)(6) following.

(a) If the customer submits requests to the Telephone Company to perform Grooms that are less than the Maximum Monthly Grooms during any calendar month and there are no other Grooms that are being carried over from prior months, then the customer may "bank" or carryover the additional Grooms that are less than the Maximum Monthly Grooms to a subsequent month or subsequent months of the Service Period. For example, if the customer submits only twenty (20) requests for Grooms in a given month, then the customer may carryover or bank the five (5) Grooms and can use them in successive months. No additional Billing Credit or Discount will be provided for any banked or carried over Grooms which are not used by the end of the Service Period. The customer may not "bank" or carryover any additional Grooms (as described in this Section (J)(4)(a)) from any periods prior to May 1, 2007, or after the end of the Service Period.

(b) If the Telephone Company is unable to complete any of the scheduled Grooms in a given calendar month, and as a result the customer has fewer than the Maximum Monthly Grooms, then the Maximum Monthly Groom for the next successive calendar month of the Service Period shall be increased by the number of Grooms that were not completed by the Telephone Company in the prior month. For example, if the Telephone Company did not complete five (5) Grooms in month 4 of the Service Period, and as a result completed only 20 Grooms in month 4, then the Maximum Monthly Groom for month 5 shall be increased from 25 to 30. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(5) When a Special Access Circuit is channelized, then a request to perform a Groom on such circuit shall mean that all lower bandwidth circuits that ride such higher bandwidth shall each individually be counted as a separate request for Grooming in addition to the higher bandwidth circuit. For example, if a Special Access DS3 service is channelized such that 10 Special Access DS1 circuits ride such a Special Access DS3, then a Groom of such Special Access DS3 circuit will be counted as 11 Grooms in total.

(6) In any given month during the Service Period, if the customer submits one or more requests to the Telephone Company, and the Telephone Company agrees to perform more than the Maximum Monthly Grooms, then the Billing Credit shall be reduced for each Groomed Special Access circuit that is above the Maximum Monthly Groom limitation by an amount set forth in Table 2 below. The reduction charges in Table 2 following will be in addition to any retermination charges currently assessed under this tariff.

Table 2: Reductions in Billing Credits for Exceeding Maximum Monthly Grooms

Length of Special Access Circuit being Groomed	Special Access DS1 Reduction in Billing Credit	Special Access DS3 Reduction in Billing Credit
1 – 10 Miles	$ 700.00	$ 5,400.00
11 – 20 Miles	1,300.00	10,600.00
21 Miles or greater	2,250.00	17,000.00

(7) No representation or warranty is made by the Telephone Company with respect to the number of Grooms, process, speed, or completion of any Grooms in addition to the Maximum Monthly Grooms, and such additional Grooms shall not be subject to the terms of this Option 46 with respect to any remedies for failure to perform the Grooms. (N)

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21. Contract Tariffs (Cont'd)

21.47 Contract Tariff Option 46 (Cont'd) (N)

(K) Termination of Plan

(1) Subject to the terms set forth in this Section (K), the customer may terminate this Option 46 at any time during the Service Period. The customer must provide written notice of termination at least thirty (30) days prior to the requested date of termination of this Option 46, and termination of this Option 46 shall be deemed to be an automatic termination of Option 47 in FCC 11. (x)

(2) If the customer terminates or cancels this Option 46 at any time during the Service Period, then the customer shall pay (no later than thirty (30) days after such date of termination) to the Telephone Company an amount equal to one hundred percent (100%) of all Billing Credits paid up to the date of such termination under this Option 46 (i.e., all Billing Credits paid since May 1, 2007). The terms of (J) preceding shall continue to apply until the end of the Service Period regardless of any early termination by the customer as set forth in this Section (K).

(L) FMS Plan Extension and Combined Commitment Levels

(1) Extension of FMS Plan

The customer and the Telephone Company hereby agree that the FMS Plans which are expiring as of May 1, 2007 shall be extended to October 31, 2007. In the event that the customer terminates any FMS Plan prior to October 31, 2007, termination liability under each FMS Plan shall apply as set forth in Sections 6.8.26(F) and 7.2.13(F) preceding of this tariff and Sections 6.2.12(G)(3) and 7.2.16(G)(3) (x)
of FCC 11. (x)

(2) Combined Commitment Levels

The customer shall establish one DS-0 commitment level (as specified in Sections 7.2.13(D)(3) and 6.8.26(D)(3) preceding of this tariff and Sections 7.2.16(E)(5) and 6.2.12(E)(5) of FCC 11 (**Combined Commitment Level**) for all of its FMS Special Access and Switched Access under both FMS Plans, thereby allowing the Telephone Company to manage the FMS Plans as a single plan across both this tariff and FCC 11. An Annual Review (as described in this tariff and in FCC (x)
11) will be conducted following the expiration of the Service Period (x)
hereunder. In the event that the customer does not meet the Combined Commitment Level at the time of the Annual Review (as described in this tariff and in FCC 11), then the customer shall be (x)
subject to any applicable shortfall penalties that may be assessed in accordance with Sections 6.8.26(D)(3)(b)(ii) and 7.2.13(D)(3)(b)(ii) preceding of this tariff and Sections (x)
6.2.12(E)(4)(b) and 7.2.16(E)(4)(b) of FCC 11. (N)(x)

(x) Issued under authority of Special Permission No. 07-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (N)

(A) Scope

Contract Tariff Option 47 (**Option 47**) provides Credits on certain Special Access Services if the customer meets certain total billed revenue (**TBR**) amounts for the Services (as defined in (E) following) during each Plan Year.

(B) Specific Terms

Unless otherwise defined in this Option 47, the following terms are used in this Option 47.

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement (including any term or volume plans), contract tariff option, special service arrangement, or Individual Case Basis tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the Services covered by this Option 47.

(2) **Credits** shall mean collectively the RPC Credits (as described in (H)(1) following); the TBR Credits (as described in (H)(2) following); and the VID Credits (as described in (H)(3) following).

(3) **Customer ACNA(s)** shall mean the customer's ACNA(s) that are provided to the Telephone Company by the customer in its subscription to this Option 47 (as required in (C) following), which ACNA(s) are agreed to by the Telephone Company in writing for inclusion in this Option 47.

(4) **Groom(s)** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a Special Access DS3 Service, and shall include any of the following types of moves, rearrangements, reterminations, and disconnection and subsequent reconnection, to the DS3 Service:

(a) a change in the CFA or termination point within a single Telephone Company wire center; or

(b) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be a Telephone Company provided facility or a collocation).

(5) **MRCs** shall mean monthly recurring charges for the Services. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(6) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on July 24, 2007, and end on May 31, 2008; (2) Plan Year 2 shall commence on June 1, 2008 and end on May 31, 2009; and (3) Plan Year 3 shall commence on June 1, 2009 and end on May 31, 2010.

(7) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last day of the second calendar month after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter), except for Quarter 1 of Plan Year 1 which shall commence on July 24, 2007, and end on August 31, 2007; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last day of the second calendar month after the month in which the first day occurs.

In addition to the specific terms set forth in (1) through (7) preceding, the following shall apply.

All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

All amounts in this Option 47 will be rounded up or down to the nearest $1,000. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Credits as set forth in (H) following and other benefits of this Option 47.

(1) During the three (3) month period prior to July 24, 2007, the customer must have maintained a minimum average of $65M in billed MRCs per month for the Services as defined in (E) following.

(2) The customer may not concurrently subscribe to an Alternative Tariff Arrangement except as allowed under (O) following.

(3) The customer must subscribe to Option 47 by submitting a written authorization in a manner designated by the Telephone Company before September 22, 2007. Such subscription must include a list of Customer ACNA(s).

(4) The customer must concurrently subscribe to this Option 47, Option 48 of FCC11 and Option 22 of FCC14. (x)

(D) Service Period

Subject to any early termination as set forth in (N) following, the **Service Period** shall commence on July 24, 2007, and end on May 31, 2010. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(E) Services

(1) The terms of this Option 47 apply **only** to the following Services, where such Services are provided using the USOCs set forth in (G)(6) following:

(a) Special Access DS1 Services (collectively, **DS1 Services**), as described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of the Verizon Telephone Companies Tariff F.C.C. No. 11 (**FCC11**), Section 5.2.7 of the Verizon Telephone Companies Tariff F.C.C. No. 14 (**FCC14**), and Section 7.11.1 of the Verizon Telephone Companies Tariff F.C.C. No. 16 (**FCC16**); and (x) (x)

(b) Special Access DS3 Services (collectively, **DS3 Services**), as described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, Section 5.2.7 of FCC14, and Section 7.11.1 of FCC16; and (x) (x)

(c) Special Access Facilities Management Service (collectively, **FMS Services**), as described in Section 7.2.13 preceding of this tariff and Section 7.2.16 of FCC11; and (x)

(d) IntelliLight® Entrance Facilities Service using STS1, DS3 or DS1 interfaces, as described in Section 7.2.15 preceding of this tariff, Section 26.1.4 of FCC11, Section 20.4 of FCC14, and Section 20.4 of FCC16 (**IEF Services**). (x) (x)

(2) Any other services provided by the Telephone Company other than the Services listed above (including any similar SONET entrance facility service provided under an agreement or arrangement other than this tariff) are not included herein as a Service. No switched access services are included in this offering.

(3) This tariff may be amended from time to time, and such amended rates, terms, and conditions for the Services shall apply to this Option 47 upon the effectiveness of such change to this tariff.

(4) DS1 Services, DS3 Services, and IEF Services provided pursuant to FCC16 shall be included in the calculation of the TBR; however, no Credits or discounts under this Option 47 shall be provided or due with respect to Services purchased under FCC16. (x) (x)

(F) Serving Area

Any Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and Section 19.1 of FCC14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status) that occur during the Service Period of this Option 47 will apply. (x) (x) (N)

(x) Issued under authority of Special Permission No. 07-017 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR

(1) Quarterly TBR Calculation

(a) Other than Quarter 1 of Plan Year 1 for which quarterly TBR is calculated as set forth in (G)(1)(b) following, the TBR for a given Quarter during the Service Period shall be determined as follows: (i) determine the MRCs for the Services that are billed during such applicable Quarter; and (ii) subtract from the amount derived in (1)(a)(i) preceding any DS3 Credits that are earned during such applicable Quarter; and

(b) For Quarter 1 of Plan Year 1, the TBR shall be determined as follows: (i) determine the MRCs for the Services that are billed during Quarter 1 as well as during the period from June 1, 2007 to July 24, 2007; and (ii) subtract from the amount derived in (1)(b)(i) preceding any DS3 Credits earned during Quarter 1 as well as during the period from June 1, 2007 to July 24, 2007. The customer and the Telephone Company agree that, notwithstanding the inclusion of MRCs and DS3 Credits in the calculation of quarterly TBR, the Services within the operating territories of this tariff are provided pursuant to the terms set forth in other sections of this tariff. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR (Cont'd)

(2) Annual TBR Calculation

(a) Other than Plan Year 1 for which the Annual TBR is calculated as set forth in (G)(2)(b) following, the TBR for a given Plan Year shall be determined as follows: (i) determine the MRCs for the Services that are billed during such applicable Plan Year, which MRCs have been paid in full by the customer, as more specifically described in (M) following; and (ii) subtract from the amount derived in (2)(a)(i) preceding any DS3 Credits that are earned during such applicable Plan Year; and

(b) For Plan Year 1, the TBR shall be determined as follows: (i) determine the MRCs for the Services that are billed during such applicable Plan Year as well as during the period from June 1, 2007 to July 24, 2007, which MRCs have been paid in full by the customer, as more specifically described in (M) following; and (ii) subtract from the amount derived in (2)(b)(i) preceding any DS3 Credits that are earned during such applicable Plan Year as well as during the period from June 1, 2007 to July 24, 2007. The customer and the Telephone Company agree that, notwithstanding the inclusion of MRCs and DS3 Credits in the calculation of annual TBR, the Services within the operating territories of this tariff are provided pursuant to the terms set forth in other sections of this tariff.

As used in this Section (G), "earned" shall mean DS3 Credits that are associated with the MRCs for the Eligible DS3 Circuit(s) that were billed during the applicable Quarter or Plan Year. The customer and the Telephone Company acknowledge and agree, however, that the applicable DS3 Credit shall be provided on a Carrier Access Billing System (CABS) bill to the customer after the end of the applicable Quarter or Plan Year during which the MRCs for the Eligible DS3 Circuits were billed. In calculating TBR for the applicable Quarter or Plan Year, the Telephone Company shall only use DS3 Credits that are earned during such applicable Quarter or Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR (Cont'd)

(2) Annual TBR Calculation (Cont'd)

(c) Set forth below are two illustrative examples with respect to calculation of TBR. These examples, as well as other examples in this Option 47, are provided to add clarity to the substantive provisions of this Option 47, not to modify or replace those provisions.

Example 1:

Assume that the Telephone Company billed $11M in MRCs for purchases of Eligible DS3 Circuits in Quarter 1 of Plan Year 2. Assume that the applicable DS3 Credit associated with such Eligible DS3 Circuits is $1M. Assume further that the DS3 Credit of $1M is provided in Quarter 2 of Plan Year 2. In calculating the TBR for Quarter 1 of Plan Year 2, the DS3 Credits earned in Quarter 1 ($1M) shall be subtracted from the MRCs for the Eligible DS3 Circuits billed in Quarter 1 ($11M), yielding a total of $10M in MRCs to be included in calculation of TBR for Quarter 1. The DS3 Credits provided in Quarter 2 that are associated with the MRCs for Eligible DS3 Circuits billed during Quarter 1 shall not be used in the calculation of TBR for Quarter 2.

Example 2:

Assume that Plan Year 1 and the Service Period commence on July 25, 2007. The RPC Credit of $18M shall be due on August 8, 2007 (i.e., 15th calendar day of the Service Period). No Credits or discounts as set forth herein may be provided prior to July 25, 2007. However, in calculating the TBR for Plan Year 1 or Quarter 1 of Plan Year 1, as applicable, the Telephone Company shall determine the MRCs for such Services that have been billed during Plan Year 1 as well as from June 1, 2007 to July 25, 2007, and shall subtract from such MRC amount any DS3 Credits that have been earned by the customer during Plan Year 1 as well as from June 1, 2007 to July 25, 2007. Additionally, all Grooms performed between June 1, 2007 and May 31, 2008 shall be counted towards the Maximum Annual Grooms number for Plan Year 1, in accordance with (J) following. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR (Cont'd)

(3) The Telephone Company agrees that it will not intentionally and willfully delay billing in order to avoid discounts or credits otherwise due to the customer.

(4) Calculation of TBR to Include Only Billed Amounts for the Services

Billed amounts associated with any service (or any portion of a service) that is not a Service as specified in (E) preceding shall not be included in calculation of TBR.

(5) Calculation of TBR to Include Only MRCs

Other than the DS3 Credit (which will be included in the calculation of TBR), the TBR shall not include any non-recurring charges (**NRCs**), surcharges, taxes, late payment charges, credits (including any Credits provided herein, fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period. As an illustrative example, assume that during a Plan Year, the Telephone Company provides a credit of $5M based on incorrect billing of MRCs for a DS1 Service, such credit of $5M would not be included in the calculation of the TBR (i.e., the TBR for such Plan Year or Quarter, as applicable, would not be reduced by $5M). However, assume that the customer has earned a DS3 Credit of $2M during a given Quarter based on the customer's purchase of Eligible DS3 Circuits, then such $2M would be included in the calculation of TBR for such Quarter (i.e., the TBR for such Plan Year or Quarter, as applicable, would be reduced by $2M), as described in Sections (G)(1) and (G)(2) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR (Cont'd)

(6) USOCs Used in Calculation of TBR

The TBR will include all of the MRCs for the Services that are billed under one of the following USOCs, and that are ordered by the customer using one of the Customer ACNA(s). Calculation of TBR is more specifically described in (M) following. If any of the USOCs listed below bill both MRCs and/or other charges (e.g., NRCs), then only the MRC amounts of such USOCs shall be counted towards the calculation of TBR. If Services are billed under any USOCs not listed below as a result of any of the following reasons, then such new USOCs will be counted as contributory towards the TBR: (a) the customer begins purchasing under term plans under which it did not previously purchase Services; or (b) the Telephone Company introduces new USOCs for the Services, and the customer purchases Services using such USOCs, for which the Telephone Company shall provide notice to the customer within thirty (30) days of its inclusion in the Telephone Company's systems; or (c) the customer and the Telephone Company agree to add any USOCs to the list below.

USOCs Used to Calculate TBR:

1A4YS	1A59S	1A5LX	1A5YS	1A5ZS
1A89S	1CF22	1CF25	1CF3W	1CF75
1CFA5	1CFC5	1CFD1	1CFD3	1CFD5
1CFE3	1CFE5	1CFF1	1CFF5	1CFH1
1CFH3	1CFH5	1CFU8	1CFV8	1CKDX
1CKJX	1CKPF	1CKSX	1HHPS	1J53S
1J54S	1L5LS	1L5RS	1L5XS	1L5XX
1LFMX	1LFSX	1OX1X	1OX3X	1OX5X
1OXTX	1T58S	1U5PS	1X7VX	1XCDX
1Y3AC	1Y3AD	1YA8S	1YWPS	1YWQS (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(G) Calculation of TBR (Cont'd)

(6) USOCs Used in Calculation of TBR (Cont'd)

USOCs Used to Calculate TBR (Cont'd):

A1VA1	A1VXG	A1VXZ	ABVBA	AVY
AVYXX	B2CFP	C6H6X	C6H7X	CCO
DVA	EU4DX	EU4JX	EU4KX	EU4PF
EU4SX	EU7VX	EUU21	EUU22	EUU23
EUU25	EUU35	EUU3W	EUU41	EUU43
EUU45	EUU55	EUU95	EUUA1	EUUA5
EUUC5	EUUD1	EUUD3	EUUD5	EUUF5
EUUG1	EUUH5	EUUU8	EUUV8	EUUVJ
EUW	HGV1X	HGVTX	HKTJS	HKTJX
MKM	MQ1	MQ3	MQK	MXN12
MXN13	MXN15	MXN17	MXNF5	MXNM5
MXNMX	MXNRX	N2M	PR9PX	PR9SX
QMU	SLHA1	SLHA3	SLHA5	SLHB1
SLHB3	SLHB5	SLHC5	SLHC7	SLHD3
SLHD5	SLHD7	SLHE1	SLHE3	SLHE5
SLHE7	TJ59X	TMECS	TNJ9X	TNJZX
TNT3X	TNT4X	TNT8X	TNW5X	TNWZX
TRG	TSP	TUTPX	TVJPX	TVJRX
TVJYX	TWTE6	TWTE9	TWTF6	TWTF7
TYF1X	TYF3S	TYF3X	TYF8S	TYF8X
TYFLS	TYFLX	TYFMS	TYFMX	TYFSX
P8T35	TWBNX	TWBPX	T8XJ5	VPQSP

(H) Credits

If the customer meets the applicable TBR set forth in (H)(1), (H)(2) and (H)(3) following during a Quarter or a Plan Year of the Service Period, as applicable, then the customer is eligible to receive the following Credits as described below:

- RPC Credits (described in (H)(1) following)
- TBR Credits (described in (H)(2) following)
- VID Credits (described in (H)(3) following)

The above Credits are cumulative and apply independently of each other. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(1) Revenue Performance Credits (RPCs)

(a) Subject to the terms set forth in (M) and (N) following, if the customer achieves a certain TBR for each Plan Year as set forth in the table below, then the customer will be eligible for the corresponding RPC amount for such Plan Year (i.e., the Plan Year just ended), as set forth in the following RPC Table (**Eligible RPC Amount**).

RPC Table

TBR During Each Plan Year	Plan Year 1 RPC	Plan Year 2 RPC	Plan Year 3 RPC
Less than $830.0M	None ($0)	None ($0)	None ($0)
Greater than or equal to $830.0M but less than $840.0M	$23.7M	$24.8M	$25.6M
Greater than or equal to $840.0M but less than $850.0M	$30.3M	$30.8M	$31.2M
Greater than or equal to $850.0M	$36.0M	$36.0M	$36.0M

(N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(1) Revenue Performance Credits (RPCs) (Cont'd)

(b) Subject to the restrictions set forth in the immediately succeeding sentence, on the fifteenth (15th) calendar day of each Plan Year, and on the one hundred eightieth (180th) calendar day of each Plan Year (other than in Plan Year 1, where the second credit shall be provided on December 1, 2007), the Telephone Company will provide to the customer an RPC credit amount equal to $18M, for a total of $36M in each Plan Year (individually and collectively, **RPC Credit**). Such RPC Credit is subject to a partial or total refund if the customer does not meet or exceed a TBR of $850M for such Plan Year (i.e., the Plan Year just ended). The amount of the refund of the RPC Credit shall be equal to the difference between (a) the Eligible RPC Amount that the customer would have been eligible for (based on the tier in the table in Section (H)(1)(a) preceding into which the customer falls) and (b) $36M. Such determination shall be made at each Annual True-Up as described in (M) following. No RPC Credit will be due if the TBR for that Plan Year is less than $830M. The maximum Eligible RPC Amount available during any Plan Year is $36M.

Example 1:

If the TBR for Plan Year 2 was calculated as $845M, then the customer would be required to refund to the Telephone Company $5.2M (the RPC Credit of $36M provided during Plan Year 2 less the Eligible RPC Amount earned by the customer during such Plan Year 2 of $30.8M, as determined in accordance with the table in (H)(1)(a) preceding).

Example 2:

If the TBR for Plan Year 2 was calculated as $829M, then the customer would be required to refund to the Telephone Company the entire RPC Credit of $36M (the RPC Credit of $36M provided during Plan Year 2 less the Eligible RPC Amount earned by the customer during such Plan Year 2 of $0, as determined in accordance with the table in (H)(1)(a) preceding). (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(1) Revenue Performance Credits (RPCs) (Cont'd)

(c) Application of a Debit (if any)

If the customer is required to refund to the Telephone Company some (or all) of the RPC Credit, the Telephone Company shall enter a debit on its CABS billing to the customer as soon as reasonably possible, which generally will be approximately thirty (30) days following the completion of the Annual True-Up described in (M) following. Such debit shall be issued on BANs of the customer that are associated with the Services in MSAs where the Telephone Company has received pricing flexibility. The customer shall pay to the Telephone Company such refund amount no later than the due date set forth on such bill.

(2) TBR Credits

TBR Credits are comprised of Quarterly TBR Credits and Annual TBR Credits

(a) Quarterly TBR Credits

(1) Subject to the terms of (M) and (N) following, if the customer achieves a TBR as set forth in the Quarterly TBR Credit Table set forth in (H)(2)(a)(4) following for one (1) or more of the first three (3) Quarters of each Plan Year, then the customer will be eligible for the corresponding Quarterly TBR Credit for such Quarter, as set forth in the Quarterly TBR table in (H)(2)(a)(4) following. Quarterly TBR Credits are subject to an Annual True-Up as described in (M) following.

(2) The Quarterly TBR Credit shall be determined at the end of each of the first three (3) Quarters of each Plan Year by calculating the TBR for Services for the Quarter just ended in accordance with (G) preceding. There shall be no Quarterly TBR Credit due in the last Quarter (i.e., Quarter 4) of each Plan Year. No Quarterly TBR Credit will be due if the TBR for the Quarter just ended is less than $207.5M.

(3) If the customer is eligible to receive one (1) or more Quarterly TBR Credits, the Telephone Company will provide a credit on its CABS billing to the customer within sixty (60) days following the end of the applicable Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(2) TBR Credits (Cont'd)

(a) Quarterly TBR Credits

(4) Quarterly TBR Credit Table

Quarterly TBR	Plan Year 1 Quarterly TBR Credit	Plan Year 2 Quarterly TBR Credit	Plan Year 3 Quarterly TBR Credit
Less than $207.5M	None ($0)	None ($0)	None ($0)
Greater than or equal to $207.5M but less than $210.0M	$1.325M	$2.075M	$2.850M
Greater than or equal to $210.0M but less than $212.5M	$1.675M	$2.575M	$3.450M
Greater than or equal to $212.5M	$2.000M	$3.000M	$4.000M

(5) Example 1:

Assume that the TBR for Quarter 2 in Plan Year 2 is calculated as $215M, then the applicable Quarterly TBR Credit is $3M (as determined in accordance with the Quarterly TBR table in (H)(2)(a)(4) preceding). This amount is subject to the Annual True-Up as defined in (M) following. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(2) TBR Credits (Cont'd)

(b) Annual TBR Credits

(1) Subject to the terms of (M) and (N) following, if the customer achieves an annual TBR as set forth in the Annual TBR Credit Table in (H)(2)(b)(2) following for each Plan Year, then the customer will be eligible for the corresponding Annual TBR Credit for such Plan Year (i.e., the Plan Year just ended), as set forth in the Annual TBR table in (H)(2)(b)(2) following. The applicable Annual TBR Credit is the aggregate TBR Credit amount, if any, for which the customer is eligible during each Plan Year, and includes any Quarterly TBR Credits that may have been previously provided during such Plan Year.

(2) Annual TBR Credit Table

Annual TBR	Plan Year 1 Annual TBR Credit	Plan Year 2 Annual TBR Credit	Plan Year 3 Annual TBR Credit
Less than $830.0M	None ($0)	None ($0)	None ($0)
Greater than or equal to $830.0M but less than $840.0M	$5.300M	$8.300M	$11.400M
Greater than or equal to $840.0M but less than $850.0M	$6.700M	$10.300M	$13.800M
Greater than or equal to $850.0M	$8.000M	$12.000M	$16.000M

(N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(2) TBR Credits (Cont'd)

(b) Annual TBR Credits (Cont'd)

(3) At each Annual True-Up, the Annual TBR Credit shall be equal to the difference between (i) the Annual TBR Credit corresponding to the TBR for Services for the Plan Year just ended (as determined in accordance with the Annual TBR table set forth in (H)(2)(b)(2) preceding); and (ii) the total amount of all Quarterly TBR Credits provided by the Telephone Company during such Plan Year. No Annual TBR Credit will be due if the TBR for that Plan Year (i.e., the Plan Year just ended) is less than $830M.

(c) The following describes the calculation of any credits or refunds that would be applicable in a given Plan Year:

(1) If the amount of the Annual TBR Credit for which the customer is eligible in a given Plan Year exceeds the total amount of all Quarterly TBR Credits already provided to the customer during such Plan Year, then the Telephone Company shall provide a credit equal to the difference between (a) the Annual TBR Credit for which the customer was eligible in such Plan Year (as determined in accordance with the Annual TBR table in (H)(2)(b)(2) preceding); and (b) the total amount of all Quarterly TBR Credits provided in such Plan Year.

Example 1:

Assume that the customer's Annual TBR for Plan Year 2 is $865M, then the applicable Annual TBR Credit is $12M (as determined in accordance with the Annual TBR table in (H)(2)(b)(2) preceding). Assume also that the Telephone Company had provided Quarterly TBR Credits in Plan Year 2 in the amount of $3M per Quarter for each of the 3 Quarters (i.e., a total of $9M in Quarterly TBR Credits). Then, at the end of Plan Year 2, the Telephone Company would provide an additional credit of $3M (i.e., the eligible Annual TBR Credit of $12M less $9M of Quarterly TBR Credits already provided during such Plan Year). (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(2) TBR Credits (Cont'd)

(c) (Cont'd)

(2) If the total amount of all Quarterly TBR Credits already provided to the customer during a Plan Year exceeds the applicable Annual TBR Credit for which the customer is eligible (in accordance with the Annual TBR table in (H)(2)(b)(2) preceding), then the customer would be required to refund the difference between (a) the total amount of all Quarterly TBR Credits provided in such Plan Year; and (b) the Annual TBR Credit for which it was eligible in such Plan Year (as determined in accordance with the Annual TBR table in (H)(2)(b)(2) preceding).

Example 2:

Assume that the TBR for Plan Year 2 is $835M, then the applicable Annual TBR Credit is $8.3M (as determined in accordance with the Annual TBR table in (H)(2)(b)(2) preceding). Assume, however, that the Telephone Company had provided Quarterly TBR Credits in Plan Year 2 in the amounts of $3M, $3M, and $2.575M for each of the 3 Quarters, respectively (i.e., a total of $8.575M), then the customer would be required to refund $275,000 to the Telephone Company (i.e., $8.575M of Quarterly TBR Credits provided during such Plan Year less the eligible Annual TBR Credit of $8.3M).

Example 3:

Assume that the TBR for Plan Year 2 is $829M, then the applicable Annual TBR Credit is $0 (as determined in accordance with the Annual TBR table in (H)(2)(b)(2) preceding). Assume, however, that the Telephone Company had provided Quarterly TBR Credits in Plan Year 2 in the amounts of $3M, $3M, and $2.575M for each of the 3 Quarters, respectively (i.e., a total of $8.575M), then the customer would be required to refund $8.575M to the Telephone Company (i.e., $8.575M of Quarterly TBR Credits already provided during such Plan Year less the eligible Annual TBR Credit of $0). (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(2) TBR Credits (Cont'd)

(d) Application of Credit or Debit

If the customer is eligible to receive an Annual TBR Credit, the Telephone Company shall enter a credit on its CABS billing to the customer within thirty (30) days following the completion of the Annual True-Up, as described in (M) following. If the customer is required to refund to the Telephone Company some (or all) of the TBR Credits, the Telephone Company shall enter a debit on its CABS billing to the customer as soon as reasonably possible, which generally will be approximately thirty (30) days following the completion of the Annual True-Up, as described in (M) following. Such debit/credit shall be issued on BANs of the customer that are associated with the Services in MSAs where the Telephone Company has received pricing flexibility. The customer shall pay to the Telephone Company such refund amount no later than the due date set forth on such bill.

(3) Volume Incentive Discount (VID) Credits

(a) Subject to the terms of (M) and (N) following, if the customer achieves a TBR greater than $215.000M during a given Quarter during the Service Period, then the customer will be eligible for the corresponding VID Credit for such Quarter, as set forth in the table in (H)(3)(b) following. To determine the applicable VID Credit, multiply (1) the applicable VID Discount percentage from the table in (H)(3)(b) following that corresponds to the TBR achieved for such Quarter by the customer; by (2) the difference between (a) the TBR attained in such Quarter; and (b) $215.000M. Subject to the customer meeting an annual TBR of $830M or greater as set forth in (H)(3)(e) following, VID Credits are available in all four Quarters of each Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(3) Volume Incentive Discount (VID) Credits (Cont'd)

(b) VID Credit Table

Quarterly TBR	VID Discount
Greater than $215.000M but less than $217.125M	10%
Greater than or equal to $217.125M but less than $219.250M	12%
Greater than or equal to $219.250M but less than $221.375M	14%
Greater than or equal to $221.375M but less than $223.500M	16%
Greater than $223.500M	18%

(c) Examples

Example 1:
If the TBR attained by the customer for Quarter 1 in Plan Year 3 is $215.000M, then the customer is eligible for a VID Credit of $0 for such Quarter (i.e., $215.000M achieved TBR minus $215.000M, multiplied by 10%).

Example 2:
If the TBR attained by the customer for Quarter 2 in Plan Year 2 is $224.9M, then the customer is eligible for a VID Credit of $1.782M for such Quarter (i.e., $224.9M achieved TBR minus $215.000M, multiplied by 18%).

(d) If the customer is eligible to receive a VID Credit for a Quarter, the Telephone Company will provide a credit on its CABS billing to the customer within sixty (60) days following the end of the applicable Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(H) Credits (Cont'd)

(3) Volume Incentive Discount (VID) Credits (Cont'd)

(e) If the TBR as calculated at an Annual True-Up in a given Plan Year is less than $830M, then all VID Credits provided during such Plan Year shall be refunded by the customer as set forth below. If the TBR as calculated at an Annual True-Up in a given Plan Year is equal to or greater than $830M, then any VID Credits provided during such Plan Year shall not be subject to refund by the customer. If the customer is required to refund to the Telephone Company all of the VID Credits, the Telephone Company shall enter a debit on its CABS billing to the customer as soon as reasonably possible, which generally will be approximately thirty (30) days following the completion of the Annual True-Up described in (M) following. Such debit shall be issued on BANs of the customer that are associated with the Services in MSAs where the Telephone Company has received pricing flexibility. The customer shall pay to the Telephone Company such refund amount no later than the due date set forth on such bill. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits

(1) Eligible DS3 Circuits

(a) Subject to the terms of this Section (I), and Section (N) following, the customer will receive DS3 Credits (as defined in (I)(2) following) for the first one thousand two hundred (1,200) Eligible DS3 Circuits (as defined below) that the customer orders in a Plan Year (including, as set forth below for Plan Year 1, such Eligible DS3 Circuits that the customer ordered on or after April 1, 2007). An **Eligible DS3 Circuit** shall mean a DS3 circuit that meets all of the following criteria, provided that any such DS3 circuits that the customer orders in a Plan Year beyond the first 1,200 such DS3 circuits (including, as set forth below for Plan Year 1, such DS3 circuits that the customer ordered on or after April 1, 2007) in that Plan Year shall not be an Eligible DS3 Circuit:

(1) The DS3 circuit must have an inter-office mileage (channel mileage) rate element, and must be in one of the configurations set forth in the table in (I)(2)(b) following; and

(2) The DS3 circuit cannot be a DS3 circuit that was disconnected from its current location and installed as new at the same location; and

(3) The DS3 circuit must be ordered by the customer on or after April 1, 2007 in one of the operating territories and, pursuant to the terms, of this tariff or FCC11, as applicable. (x)

(b) Only the first 1,200 Eligible DS3 Circuits (i.e., the Eligible DS3 Circuits that meet all of the criteria set forth in (I)(1)(a)(1) through (I)(1)(a)(3) preceding) that are ordered by the customer during a Plan Year (or from April 1, 2007, as applicable, as set forth in (I)(1)(c) following) shall receive DS3 Credits. Any DS3 circuits in addition to the initial 1,200 Eligible DS3 Circuits purchased during a Plan Year shall be billed at the applicable rates set forth in other sections of this tariff, and are not eligible for the DS3 Credits set forth in (I)(2) following. (N)

(x) Issued under authority of Special Permission No. 07-017 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(1) Eligible DS3 Circuits (Cont'd)

(c) During Plan Year 1, the 1,200 Eligible DS3 Circuits shall also include any Eligible DS3 Circuits ordered by the customer under this tariff from and after April 1, 2007. No later than September 22, 2007, the Telephone Company shall provide the applicable DS3 Credit on its CABS bill to the customer for the difference between the billed rate and the rate set forth in (I)(2)(b) following for such Eligible DS3 Circuits ordered between April 1, 2007 and July 24, 2007.

(2) DS3 Credits and True-Up of Mileage

(a) The Eligible DS3 Circuits purchased by the customer shall be billed on a monthly basis in accordance with other sections of this tariff. The Telephone Company shall provide a credit on its CABS billing to the customer for the difference between (i) the applicable rates set forth in other sections of this tariff; and (ii) the rates set forth in (I)(2)(b) following (**DS3 Credit**). The customer and the Telephone Company acknowledge and agree that the applicable DS3 Credit shall be applied after the end of the applicable Quarter or Plan Year, during which applicable Quarter or Plan Year, the MRCs for the Eligible DS3 Circuit(s) were billed. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(2) DS3 Credits and True-Up of Mileage (Cont'd)

(b) Rates Used to Determine DS3 Credits

DS3 Circuit Type	Rate	
Point-to-Point DS3 (Includes the DS3 Primary Premises Channel Termination (as described in Section 7.4.1(A)(1) preceding), the DS3 Secondary Premises Channel Termination (as described in Section 7.4.1(A)(1), and DS3 Channel Mileage between the wire centers serving such locations (as determined in accordance with Section 7.4.6(A) preceding))	$1,990.00	
Multiplexed (Muxed) DS3 (Includes the DS3 Primary Premises Channel Termination (as described in Section 7.4.1(A)(1) preceding), DS3 Channel Mileage between the wire centers serving the Primary Premises and the Telephone Company DS3/DS1 Hub (as determined in accordance with Section 7.4.6(A) preceding), and the DS3/DS1 multiplexer (as described in Section 7.2.9(D)(3)(a) preceding))	$1,650.00	(N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(2) DS3 Credits and True-Up of Mileage (Cont'd)

(b) Rates Used to Determine DS3 Credits (Cont'd)

DS3 Circuit Type	Rate	
Point-to-Point DS3 where POP location is served by an IntelliLight Entrance Facility (Includes DS3 Channel Mileage between the wire centers serving the customer's IEF location and the DS3 Secondary Premises (as described in Section 7.4.6(A) preceding) and the DS3 Secondary Premises Channel Termination(as described in Section 7.4.1(A)(1) preceding) (see note)	$1,640.00	
Multiplexed (Muxed) DS3 where POP Location is served by an IntelliLight Entrance Facility (Includes DS3 Channel Mileage between the wire centers serving the customer's IEF location and the Telephone Company DS3/DS1 Hub (as determined in accordance with Section 7.4.6(A) preceding) and the DS3/DS1 multiplexer (as described in Section 7.2.9(D)(3)(a) preceding) (see note)	$1,408.00	(N)

Note: Rates in this (I)(2)(b) do not apply to IntelliLight Entrance Facility, however provided. (N) (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(2) DS3 Credits and True-Up of Mileage (Cont'd)

(c) The rates set forth in (I)(2)(b) preceding are only applicable to the configurations set forth in the table in (I)(2)(b) preceding. Such configurations assume an average of 13.15 airline miles between the locations involved (**DS3 Allowable Average Mileage**).

(d) No later than sixty (60) days following the end of each Plan Year, or no later than July 31st for all years after the end of the Service Period, as applicable, the Telephone Company will conduct a true-up to determine whether the Actual Total Billed Mileage (as defined in (I)(2)(e) following) is greater than the Allowed Total Billed Mileage (as defined in (I)(2)(g) following), and will provide a written notice to the customer setting forth the calculation of the Actual Total Billed Mileage and the Actual Total Billed Circuits (as defined in (I)(2)(f) following), including an identification of the Eligible DS3 Circuits used in the calculation. The customer and the Telephone Company agree that (1) the DS3 Credits set forth in (I)(2) preceding shall continue to apply after the expiration or early termination of the Service Period to all Eligible DS3 Circuits ordered during the Service Period; and (2) the true-up and calculation of the Total Excess Mileage and Total Excess Mileage Charge (if any, and as set forth in (h) and (i) following) shall continue to apply after the expiration or early termination of the Service Period, in each case until the last Eligible DS3 Circuit has been disconnected. In the event of an early termination of this Option 47 in accordance with (N) following, the customer shall not receive the DS3 Credits set forth in (I)(2) preceding on any new orders for DS3 Services from and after the Permitted Date of Termination (as described in (N) following). (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(2) DS3 Credits and True-Up of Mileage (Cont'd)

(e) The Telephone Company shall calculate the **Actual Total Billed Mileage** by summing the monthly billed mileage lengths of each Eligible DS3 Circuit ordered by the customer during all years that have been completed (as of the date that the true-up is being conducted), pro-rated (if applicable) for the number of months that such Eligible DS3 Circuit was actually in-service during such year(s). For example, at the end of Plan Year 2, the calculations of Actual Total Billed Mileage would use the monthly billed mileage lengths of each Eligible DS3 Circuit ordered by the customer during the first 24 months of the Service Period, pro-rated (if applicable) for the number of months each Eligible DS3 Circuit was in service.

(f) The Telephone Company shall calculate the **Actual Total Billed Circuits** by summing the monthly billed circuit quantities of each Eligible DS3 Circuit ordered by the customer during all year(s) that have been completed as of the date that the true-up is being conducted, pro-rated (if applicable) for the number of months that such Eligible DS3 Circuit was actually in-service during such year(s). For example, at the end of Plan Year 2, the calculations of Actual Total Billed Circuits would use the monthly billed quantities of each Eligible DS3 Circuits ordered by the customer during the first 24 months of the Service Period, pro-rated (if applicable) for the number of months each Eligible DS3 Circuit was in service.

(g) The Telephone Company shall calculate the **Allowed Total Billed Mileage** by multiplying the Actual Total Billed Circuits times the DS3 Allowable Average Mileage.

(h) The Telephone Company shall calculate the **Total Excess Mileage** by subtracting the Allowed Total Billed Mileage from the Actual Total Billed Mileage.

(i) If the Total Excess Mileage is greater than zero, the Telephone Company shall calculate the **Total Excess Mileage Charge** by multiplying the Total Excess Mileage times the **DS3 Excess Mileage Charge** of $90.00. In such case, the customer shall pay the Telephone Company the Total Excess Mileage Charge within sixty (60) days of being billed therefor. If the Total Excess Mileage is less than or equal to zero, then no further adjustments or amounts are due by either the customer or the Telephone Company. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(2) DS3 Credits and True-Up of Mileage (Cont'd)

(j) Example 1

If in Plan Year 1, the Actual Total Billed Mileage is 108,077.55 miles, but the Allowed Total Billed Mileage is 105,200.00 miles, the customer must pay the Telephone Company a Total Excess Mileage Charge of $258,979.50 (108,077.55 – 105,200.00 = 2,877.55 miles, x $90).

(3) Quarterly and Annual Review to Determine Eligibility for DS3 Credits

(a) Quarterly Review to Determine Eligibility for DS3 Credits

If, in any given Quarter of the Service Period, the customer's TBR for Services is less than $207.500M for the applicable Quarter, then the customer will not receive a DS3 Credit for any Eligible DS3 Circuits ordered during any subsequent Quarter(s) until such time that the customer's TBR for a given Quarter meets or exceeds $207.500M. Even if the customer's TBR for a given Quarter is less than $207.500M, the customer shall retain its DS3 Credit for any Eligible DS3 Circuits ordered in the Quarter just ended and any Eligible DS3 Circuits ordered in any prior Quarters.

(b) Annual Review to Determine Eligibility for DS3 Credits

If the customer's annual TBR (as calculated at the Annual True-Up) is equal to or greater than $830M, then the customer shall receive the rates set forth in (I)(2)(b) preceding (i.e., the customer will receive a DS3 Credit) for the first 1,200 Eligible DS3 Circuits ordered during the Plan Year just completed. If the customer's annual TBR (as calculated at the Annual True-Up) is less than $830M, then the customer may retain the DS3 Credits for any Eligible DS3 Circuits that were previously receiving such DS3 Credits, and such Eligible DS3 Circuits shall continue to receive the DS3 Credits until such time as they are disconnected. In calculating the annual TBR for such Plan Year, the Telephone Company shall only use the DS3 Credits that are actually provided during such Plan Year, and shall not include any DS3 Credits that could have been provided based on achieving an annual TBR of $830M for the Plan Year just completed. If the customer's annual TBR (as calculated at the Annual True-Up) is equal to or greater than $830M, but the customer's TBR for Services for Quarter 4 of such Plan Year is less than $207.500M, then the customer will not receive DS3 Credits for all Eligible DS3 Circuits ordered during any subsequent Quarter(s) until such time that the customer's TBR for a given Quarter meets or exceeds $207.500M. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(I) DS3 Credits (Cont'd)

(4) Example 2

Assume that in Quarters 1 and 2 of Plan Year 1 the customer placed orders for 250 Eligible DS3 Circuits in each such Quarter, for a total of 500 Eligible DS3 Circuits. Assume further that at the end of Quarter 1 of Plan Year 1, the customer's Quarterly TBR is calculated as $208.000M, and that at the end of Quarter 2 of Plan Year 1, that the customer's Quarterly TBR is calculated as $205.000M. Then, the customer shall not be eligible to receive the DS3 Credits for any Eligible DS3 Circuits ordered in Quarter 3, and may not be eligible for such DS3 Credit in any successive Quarter until such time that the customer's Quarterly TBR meets or exceeds $207.500M. However, the customer shall retain the DS3 Credits that it received in Quarters 1 and 2 of Plan Year 1 for the 500 Eligible DS3 Circuits. Further, the customer shall continue to receive DS3 Credits on such 500 Eligible DS3 Circuits until such Eligible DS3 Circuits are disconnected.

Assume further that in Quarters 3 and 4 of Plan Year 1, the customer placed orders for an additional 300 Eligible DS3 Circuits in each such Quarter, for a total of 600 Eligible DS3 Circuits. Assume also that at the end of Plan Year 1, the customer's annual TBR is calculated as $840M (such calculation shall include only DS3 Credits provided on the 500 Eligible DS3 Circuits during the first two Quarters of the Plan Year), and that its Quarterly TBR for Quarter 4 of Plan year 1 was $207M. Since the customer's annual TBR is greater than $830M, the customer will be eligible to receive DS3 Credits on all Eligible DS3 Circuits ordered during Plan Year 1 (i.e., also on the 600 Eligible DS3 Circuits ordered in Quarters 3 and 4). The Telephone Company shall provide a DS3 Credit for such 600 Eligible DS3 Circuits following completion of the Annual True-Up. However, since the customer Quarterly TBR for Quarter 4 was less than $207.500M, the customer will not receive DS3 Credits for any Eligible DS3 Circuits ordered during any subsequent Quarter(s) until such time that the customer's TBR for a given Quarter meets or exceeds $207.500M. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(J) Limitation on Grooms

In consideration of the Credits and the DS3 Credits for Eligible DS3 Circuits as contemplated herein, the customer and the Telephone Company hereby agree as follows:

(1) Limitation on Grooms

Subject to the terms of this Option 47, during each Plan Year, the Telephone Company shall not be required to perform more than four hundred (400) Grooms of Special Access DS3 circuits per Plan Year (**Maximum Annual Grooms**).

(2) ACNAs Subject to Limitation on Grooms

The Maximum Annual Grooms limitation set forth in Section (J)(1) preceding shall only apply to those Customer ACNA(s) that are designated by the customer and agreed to, in writing, by the Telephone Company (i.e., the Maximum Annual Grooms limitation may apply to all, or less than all, of the Customer ACNA(s)). When determining whether the number of Grooms exceeds the Maximum Annual Grooms, the Telephone Company shall count all Grooms ordered during the Plan Year in any of the operating territories of this tariff, FCC11, FCC14 and FCC16; however, during Plan Year 1, the number of Grooms shall be measured from June 1, 2007 through May 31, 2008. (x)

(3) Grooms in Excess of Maximum Annual Grooms

The customer may submit requests to the Telephone Company to perform Grooms that exceed the Maximum Annual Grooms during any Plan Year, but the Telephone Company shall not be obligated to perform any Grooms in excess of the Maximum Annual Grooms, unless the customer specifically instructs the Telephone Company in writing to perform such Grooms that are in excess of the Maximum Annual Grooms, and agrees in writing to the assessment of any reductions in the Credits as set forth in (J)(4) following. (N)

(x) Issued under authority of Special Permission No. 07-017 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(4) Reduction in Credits or Application of Debits

During any given Plan Year, if the customer submits one (1) or more requests to the Telephone Company to perform more than the Maximum Annual Grooms, and the Telephone Company agrees to the same, the aggregate Credits provided under this Option 47 (including the RPC, TBR, and VID Credits) shall be reduced by $50,000 for each Groom that exceeds the Maximum Annual Grooms, or in the case where the customer is not eligible for a Credit, then the Telephone Company shall issue a debit on the customer's BAN(s) equal to $50,000 for each Groom that exceeds the Maximum Annual Grooms. The customer agrees that any reduction in the Credits, or application of a debit, as set forth herein, will be in addition to any retermination, move, or other charges assessed under other sections of this tariff. For example, following the Annual True-Up for Plan Year 2, assume that the Telephone Company owes an aggregate Credit (inclusive of any VID Credit and Annual TBR Credit) of $3.5M to the customer. Assume further that the customer has requested, and the Telephone Company has performed ten (10) Grooms in excess of the Maximum Annual Grooms. Hence, the total Credit provided to the customer for Plan Year 2 is $3M ($3.5M less $500,000).

(5) Exceptions to the Maximum Annual Grooms

The following types of Grooms shall not be included in the Maximum Annual Grooms and shall be performed by the Telephone Company in accordance with its normal business practices:

(a) Telephone Company Initiated Grooms: Any Groom initiated by the Telephone Company; or

(b) Optimization Grooms: Any Grooms where a DS3 Service rides a Telephone Company optical service provided to the customer, which optical service terminates at or, originates from, a customer Point-of-Presence (POP); or

(c) A disconnection of a multiplexed DS3 Service that does not (at the time of the Groom) have any DS1 Service that rides a channel of such DS3 Service; or

(d) Any other Grooms that the customer and the Telephone Company mutually agree in writing to not include in the count of Maximum Annual Grooms, including Grooms associated with the elimination or decommissioning of a customer POP. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(J) Limitation on Grooms (Cont'd)

(6) No representation or warranty is made by the Telephone Company with respect to the number of Grooms, process, speed, or completion of any Grooms in addition to the Maximum Annual Grooms, and such additional Grooms shall not be subject to the terms of this Option 47 with respect to any remedies for failure to perform the Grooms. Other than as set forth herein, all Grooms shall remain subject to the terms set forth in other sections of this tariff.

(K) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer

Only the Customer ACNA(s) are included in calculation of TBR under this Option 47. If the customer experiences either of the changes in control set forth in (1) or (2) following, the ACNA(s) associated with such changes in control will not be added to or removed from the calculation of TBR under this Option 47, unless the Telephone Company and the customer mutually agree to such addition or removal.

(1) The customer merges with, acquires, or otherwise gains an interest (whether through stock, assets, or otherwise) in one or more ACNA(s), entities, or unaffiliated third parties.

(2) The customer sells or otherwise divests one or more ACNA(s), or a line of business, division, affiliate, or other interest. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company

(1) If some or all of the assets and/or stock of a Verizon Operating Telephone Company are acquired by an unaffiliated third party (**Acquired VZ Telco**), and the Acquired VZ Telco does not provide the Services to the customer under this Option 47 after such time, then the tiers and the Credits set forth in the tables in (H)(1) through (H)(3) preceding shall be adjusted in accordance with Step 1 through Step 4 following:

Step 1 Calculate the following reduction amounts as described below:

(i) Calculate the **Total Impacted Revenue**

Calculate the MRCs for the Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Services under this Option 47; and

(ii) Calculate **Average Monthly Impacted Revenue**

Divide the Total Impacted Revenue calculated in (i) of this Step 1 by twelve (12) months.

(iii) Calculate the **Acquisition Reduction Amount** for the Plan Year in Which the Sale Occurred

Multiply the Average Monthly Impacted Revenue for Services calculated in (ii) of this Step 1 by the number of months remaining in the Plan Year in which the sale occurred. As an illustrative example, if the sale occurs in month 3 of Plan Year 2, then the Average Monthly Impacted Revenue is multiplied by 9 months (i.e., 12 months less 3 months).

(iv) Calculate the **Annual Acquisition Reduction Amount** for the Remaining Plan Year(s)

Multiply the Average Monthly Impacted Revenue for Services calculated in (ii) of this Step 1 by twelve (12) months.

(v) Calculate the **Quarterly Acquisition Reduction Amount**

Multiply the Average Monthly Impacted Revenue for Services calculated in (ii) of this Step 1 by three (3) months. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(1) (Cont'd)

Step 2 Reduce each of the tiers in each of the tables set forth in (H)(1) through (H)(3) preceding each time a sale occurs as follows:

(i) For the Plan Year during which the sale occurs, reduce the upper and lower ranges in each of the tiers in the RPC table set forth in (H)(1)(a) preceding and in the Annual TBR Credit table set forth in (H)(2)(b)(2) preceding by the Acquisition Reduction Amount calculated in (iii) of Step 1.

When calculating RPC and Annual TBR Credits for the Plan Year in which the sale occurs, the tiers of the RPC table as revised in this (i) of Step 2 shall be used in lieu of the tiers in the RPC table set forth in (H)(1)(a) preceding, and the tiers of the Annual TBR Credit table as revised in this (i) of Step 2 shall be used in lieu of the tiers in the Annual TBR Credit Table set forth in (H)(2)(b)(2) preceding. Additionally, the reduced tiers of the RPC table and Annual TBR Credit table are subject to further reduction in the event of a subsequent sale of another Telephone Company operating company.

(ii) For any remaining Plan Year(s), reduce the upper and lower ranges in each of the tiers in the RPC table set forth in (H)(1)(a) preceding, and in the Annual TBR Credit table set forth in (H)(2)(b)(2) preceding by the Annual Acquisition Reduction Amount calculated in (iv) of Step 1.

When calculating RPC and Annual TBR Credits for any remaining Plan Year(s), the tiers of the RPC table as revised in this (ii) of Step 2 shall be used in lieu of the tiers in the RPC table set forth in (H)(1)(a) preceding, and the tiers of the Annual TBR Credit table as revised in this (ii) of Step 2 shall be used in lieu of the tiers in the Annual TBR Credit Table set forth in (H)(2)(b)(2) preceding. Additionally, the reduced tiers of the RPC table and Annual TBR Credit table are subject to further reduction in the event of a subsequent sale of another Telephone Company operating company.

(iii) Reduce the upper and lower ranges in each of the tiers in the Quarterly TBR Credit Table set forth in (H)(2)(a)(4) preceding, and in the VID Credit Table set forth in (H)(3)(b) preceding by the Quarterly Acquisition Reduction Amount calculated in (v) of Step 1. For any sale that occurs prior to completion of a Quarter, the Quarterly Acquisition Reduction Amount shall be pro-rated to the number of days during the Quarter prior to the sale of the Acquired VZ Telco. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(1) (Cont'd)

Step 3 Calculate the Applicable Revenue Reduction Percentages as follows:

(i) Calculate the **Acquisition Revenue Reduction Percentage** by dividing the Acquisition Reduction Amount by the lowest range of the tiers in each of the RPC and Annual TBR tables set forth in (H)(1)(a) and (H)(2)(b)(2) preceding, which tiers may have been reduced in accordance with (i) of Step 2 from time to time.

(ii) Calculate the **Annual Acquisition Revenue Reduction Percentage** by dividing the Annual Acquisition Reduction Amount by the lowest range of the tiers in each of the RPC and Annual TBR tables set forth in (H)(1)(a) and (H)(2)(b)(2) preceding, which tiers may have been reduced in accordance with (ii) of Step 2 from time to time.

(iii) Calculate the applicable **Quarterly Acquisition Revenue Reduction Percentage** by dividing the applicable Quarterly Acquisition Reduction Amount by twenty-five percent (25%) of the lowest range of the tiers in each of the RPC and Annual TBR tables set forth in (H)(1)(a) and (H)(2)(b)(2) preceding, which tiers may have been reduced in accordance with (iii) of Step 2 from time to time. If any sale occurs prior to the completion of a Quarter, there will be a Quarterly Acquisition Revenue Reduction Percentage for the Quarter in which the sale occurs as well as a Quarterly Acquisition Revenue Reduction Percentage for all remaining Quarters. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(1) (Cont'd)

Step 4 Determine the Reduced Credits

(i) Multiply the Acquisition Revenue Reduction Percentage calculated in (i) of Step 3 preceding by each of the Credit amounts set forth in the RPC table in (H)(1)(a) preceding, and each of the Credit amounts set forth in the Annual TBR Credit table in (H)(2)(b)(2) preceding, for the Plan Year in which the sale occurred. Then, subtract these amounts from each of the Credit amounts set forth in the RPC table in (H)(1)(a) and the Annual TBR Credit table in (H)(2)(b)(2) preceding, for the Plan Year in which the sale occurred, to determine the appropriate credits for the Plan Year in which the sale occurred.

(ii) Multiply the Annual Acquisition Revenue Reduction Percentage calculated in (ii) of Step 3 preceding by each of the Credit amounts set forth in the RPC table in (H)(1)(a) preceding, and each of the Credit amounts set forth in the Annual TBR Credit table in (H)(2)(b)(2) preceding, for any remaining Plan Years. Then, subtract these amounts from each of the Credit amounts set forth in the RPC table in (H)(1)(a) preceding and the Annual TBR Credit table in (H)(2)(b)(2) preceding, for any remaining Plan Years, to determine the appropriate credits for any remaining Plan Years.

(iii) If the sale occurs at the end of a Quarter, multiply the Quarterly Acquisition Revenue Reduction Percentage calculated in (iii) of Step 3 preceding by each of the Credit amounts set forth in the Quarterly TBR Credit table in (H)(2)(a)(4) preceding. Then, subtract these amounts from each of the Credit amounts set forth in the Quarterly TBR Credit table in (H)(2)(a)(4) preceding to determine the appropriate Quarterly TBR credits. If the sale occurs prior to the completion of a Quarter, in addition to determining the appropriate Quarterly TBR credits for all other Quarters as set forth preceding in this (iii), calculate the appropriate Quarterly TBR credit for the Quarter in which the sale occurs utilizing the Quarterly Acquisition Revenue Reduction Percentage for such Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(2) Illustrative Example

Assume that Verizon Delaware LLC (the Acquired VZ Telco) was acquired by an unaffiliated third party and ceased to operate at the end of month three (3) of year 1 of the Service Period. Assume that the customer purchased a total of $24M of Services from Verizon Delaware LLC during the twelve (12) months prior to the time that Verizon Delaware LLC ceased to provide the Services under this Option 47. Assume also that at the end of year 1 of the Service Period, the customer has achieved a TBR for Services of $849M. To calculate the applicable RPC Credits and TBR Billing Credits at the end of each year of the Service Period, perform the following calculation:

Step 1 Calculate the reduction amounts

(i) This example assumes the Total Impacted Revenue for the Services purchased by the customer from the Acquired VZ Telco is $24M.

(ii) The Monthly Average Impacted Revenue for Services purchased by the customer from the Acquired VZ Telco is $2M [$24M/12 months].

(iii) The Acquisition Reduction Amount for Services in Plan Year 1 is $18M [$2M x 9 months that remain in Plan Year 1 of the Service Period].

(iv) The Annual Acquisition Reduction Amount for Services in Plan Year 2 and Plan Year 3 is $24M [for each remaining Plan Year, multiply $2M x 12 months].

(v) The Quarterly Annual Reduction Amount is $6M [$2M x 3 months per Quarter]

Step 2 Reduce each tier of the TBR for Service set forth in the tables in (H)(1) through (H)(3) preceding.

(i) Subtract $18M (the Acquisition Reduction Amount for Services calculated in (iii) of Step 1) from each of the tiers in the RPC table set forth in (H)(1)(a) preceding and in the Annual TRR Credit Table set forth in (H)(2)(b)(2) preceding for the Plan Year during which the sale occurred. This reduction yields a new RPC table (as set forth in (i) following) and a new Annual TBR table (as set forth in (ii) following), which shall be used in lieu of the corresponding tables in (H)(1)(a) and (H)(2)(b)(2) preceding, respectively, during the Plan Year during which the sale occurred. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(2) Illustrative Example (Cont'd)

Step 2 Reduce each tier of the TBR for Service set forth in (H)(1) through (H)(3) (Cont'd)

(ii) Subtract $24M (the Acquisition Reduction Amount for Services calculated in (iv) of Step 1) from each of the tiers in the RPC table set forth in (H)(1)(a) preceding and in the Annual TBR Credit table set forth in (H)(2)(b)(2) preceding for each Plan Year(s) subsequent to the sale. This reduction yields a new RPC table (as set forth in (i) following) and a new Annual TBR table (as set forth in (ii) following), which shall be used in lieu of the corresponding tables in (H)(1)(a) and (H)(2)(b)(2) preceding, respectively, during any successive Plan Years following the Plan Year in which the sale occurred.

(iii) Subtract $6M (the Acquisition Reduction Amount for Services calculated in (iv) of Step 1) from each of the tiers in the Quarterly TBR Credit table set forth in (H)(2)(a)(4) preceding and in the VID Credit table set forth in (H)(3)(b) preceding for each Plan Year(s) subsequent to the sale. This reduction yields a new Quarterly TBR Credit table (as set forth in (iii) following) and a new VID Credit table (as set forth in (iv) following), which shall be used in lieu of the corresponding tables in (H)(2)(a)(4) and (H)(3)(b) preceding, respectively, during any successive Plan Years following the Plan Year in which the sale occurred.

Step 3 Calculate the Revenue Reduction Percentages

(i) The Acquisition Revenue Reduction Percentage is 2.2% [$18M/$830M].
(ii) The Annual Acquisition Revenue Reduction Percentage is 2.9% [$24M/$830M].
(iii) The Quarterly Acquisition Revenue Reduction Percentage is 2.9% [$6M/(0.25 x $830M)].

Step 4 Proportionately reduce the Credits

(i) Proportionately reduce the Credits set forth in (H)(1)(a) and (H)(2)(b)(2) preceding for the Plan Year in which the sale occurred by the Acquisition Revenue Reduction Percentage of 2.2%.
(ii) Proportionately reduce the Credits set forth in (H)(1)(a) and (H)(2)(b)(2) preceding for any remaining Plan Years by the Annual Acquisition Revenue Reduction Percentage of 2.9%.
(iii) Proportionately reduce the Credits set forth in (H)(2)(a)(4) preceding by the Quarterly Acquisition Revenue Reduction Percentage of 2.9%. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(2) Illustrative Example (Cont'd)

Upon completion of the calculations in Step 1 through Step 4 preceding, the adjusted Credit tables are as follows:

(i) Adjusted RPC Tables (Section (H)(1)(a) preceding)

Annual TBR	Plan Year 1 RPC	Plan Year 2 RPC	Plan Year 3 RPC
Less than $812.0M	None ($0)	N/A	N/A
Greater than or equal to $812.0M but less than $822.0M	$23.179M	N/A	N/A
Greater than or equal to $822.0M but less than $832.0M	$29.633M	N/A	N/A
Greater than or equal to $832.0M	$35.208M	N/A	N/A

Annual TBR	Plan Year 1 RPC	Plan Year 2 RPC	Plan Year 3 RPC
Less than $806.0M	N/A	None ($0)	None ($0)
Greater than or equal to $806.0M but less than $816.0M	N/A	$24.081M	$24.858M
Greater than or equal to $816.0M but less than $826.0M	N/A	$29.907M	$30.295M
Greater than or equal to $826.0M	N/A	$34.956M	$34.956M (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(2) Illustrative Example (Cont'd)

(ii) Adjusted Annual TBR Credit Table (Section (H)(2)(b)(2)preceding)

Annual TBR	Plan Year 1 Annual TBR Credit	Plan Year 2 Annual TBR Credit	Plan Year 3 Annual TBR Credit
Less than $812.0M	None ($0)	N/A	N/A
Greater than or equal to $812.0M but less than $822.0M	$5.183M	N/A	N/A
Greater than or equal to $822.0M but less than $832.0M	$6.553M	N/A	N/A
Greater than or equal to $832.0M	$7.824M	N/A	N/A

Annual TBR	Plan Year 1 Annual TBR Credit	Plan Year 2 Annual TBR Credit	Plan Year 3 Annual TBR Credit
Less than $806.0M	N/A	None ($0)	None ($0)
Greater than or equal to $806.0M but less than $816.0M	N/A	$ 8.059M	$11.069M
Greater than or equal to $816.0M but less than $826.0M	N/A	$10.001M	$13.400M
Greater than or equal to $826.0M	N/A	$11.652M	$15.536M (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(L) Sale of a Telephone Company Operating Company (Cont'd)

(2) Illustrative Example (Cont'd)

(iii) Adjusted Quarterly TBR Credit Table (Section (H)(2)(a)(4) preceding)

Quarterly TBR	Plan Year 1 Quarterly TBR Credit	Plan Year 2 Quarterly TBR Credit	Plan Year 3 Quarterly TBR Credit
Less than $201.5M	None ($0)	None ($0)	None ($0)
Greater than or equal to $201.5M but less than $204.0M	$1.287M	$2.015M	$2.767M
Greater than or equal to $204.0M but less than $206.5M	$1.626M	$2.500M	$3.350M
Greater than or equal to $206.5M	$1.942M	$2.913M	$3.884M

(iv) Adjusted VID Credit Table (Section (H)(3)(b) preceding)

Quarterly TBR	VID Discount
Greater than $209.000M but less than $211.125M	10%
Greater than or equal to $211.125M but less than $213.250M	12%
Greater than or equal to $213.250M but less than $215.375M	14%
Greater than or equal to $215.375M but less than $217.500M	16%
Greater than $217.500M	18% (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(M) Annual True-Up, Calculation of TBR and Disputes

No later than ninety (90) days following the end of each Plan Year, the Telephone Company shall complete an annual true-up to calculate the TBR and any corresponding credits owed to the customer or debits owed to the Telephone Company as a result thereof (**Annual True-Up**), and provide written notice to the customer setting forth the calculation of TBR for Quarter 4 and the Plan Year just ended, and any Credits due to the customer, or any debits owed to the Telephone Company, each as further described herein.

(1) Calculation of TBR

At the Annual True-Up, the Telephone Company shall calculate TBR with respect to the Customer ACNA(s) as follows:

(a) add all of the MRCs for the Services billed during the Plan Year just completed, using the USOCs (set forth in (G)(6) preceding); and

(b) subtract from such number derived in (a) preceding (i) any amounts that have not been paid in full by the customer for the Services at the time of the Annual True-Up; and (ii) any DS3 Credits earned during the Plan Year just completed, as more specifically set forth in (G) and (I) preceding.

Such TBR calculation shall not include any credits or debits processed during such Plan Year. Any ongoing disputes, claims, backbilling, or other adjustments (whether debits or credits) shall not affect the calculation of TBR as set forth above. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(M) Annual True-Up, Calculation of TBR and Disputes (Cont'd)

(2) No Further Disputes/Claims; Adjustments to the TBR

Using such calculated TBR, the Telephone Company shall determine whether any additional Credits are owed by the Telephone Company, or debits owed by the customer, pursuant to (H)(1) through (H)(3) preceding. Upon completion of the Annual True-Up and the credit or debit that is owed in accordance with the terms of this Option 47, there shall be no adjustment to the calculation of the TBR at any later date, including as a result of any ongoing or new disputes, claims or backbilling that may be instituted by either the customer or the Telephone Company. The foregoing shall apply with respect to all billing for all Customer ACNA(s). Either the customer or the Telephone Company may institute backbilling, claims, or other disputes on amounts that were previously included in calculating TBR.

(3) Until any debit or credit as required to be provided under this Option 47 is actually billed (i.e., set forth on a CABS bill rendered to the customer), such debit or credit shall not be subject to any late payment penalty as set forth in Section 2.4.1 preceding. Upon the billing of such debit or credit, late payment penalties (if any) shall apply for failure to timely pay any such amounts. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(M) Annual True-Up, Calculation of TBR and Disputes (Cont'd)

(4) Example

Assume the following:

- Plan Year 1 ends on May 31, 2008.
- The Telephone Company billed an aggregate amount of $885M, comprised of MRCs for the Services and net of any DS3 Credits earned during Plan Year 1 (as more specifically set forth in (G) preceding).
- The customer paid $880M of billed MRCs for the Services no later than August 30, 2008 (i.e., as of the date of the Annual True-Up), but has not paid $5M of such billed MRC amounts.
- As of July 30, 2008, the customer has fifty (50) filed disputes totaling $10M in the aggregate.
- As of July 30, 2008, the Telephone Company has notified the customer of certain additional back billing items which equal in the aggregate $5M, but the Telephone Company has not billed such amounts.
- The customer has not requested any Grooms in excess of the Maximum Annual Grooms.

Based on the foregoing, the total TBR is calculated to be $880M (billed MRCs and DS3 Credits of $885M less $5M of unpaid MRCs). The customer would be eligible for the corresponding Annual TBR Credit (as set forth in (H)(2) preceding), any VID Credit, if applicable, for Quarter 4 of Plan Year 1 (as set forth in (H)(3) preceding), would retain any VID Credit earned for Quarters 1, 2 or 3 of Plan Year 1, and would retain all RPC Credits provided in Plan Year 1. The $5M of backbilling that the Telephone Company seeks to bill, and the $10M in disputes on which the customer seeks a credit do not change the calculated TBR of $880M, and such amounts are subject to the terms of other sections of this tariff. (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(M) Annual True-Up, Calculation of TBR and Disputes (Cont'd)

(4) Example (Cont'd)

Assume further that three (3) months later (i.e., on October 31, 2008), the customer or the Telephone Company have determined that (i) the customer is entitled to a credit of $7M (out of the customer's initial claim of $10M) associated with the disputes; (ii) the customer seeks to initiate five (5) new claims that pertain to MRCs for Services billed during the April and May 2008 bill periods (assume that all such claims are equal to $12M in the aggregate); and (iii) the customer and the Telephone Company both seek to initiate claims that pertain to MRCs for Services billed during the January through April 2006 bill periods.

All such disputes, adjustments, and claims shall be determined and resolved in accordance with the applicable sections of this tariff. There shall be no adjustment to the calculated TBR of $880M, and no further adjustment to the Credits, as a result of any resolution of any such claims.

(N) Early Termination

(1) On June 1, 2008 or on June 1, 2009, a customer subscribing to this Option 47 has the right to terminate its subscription to Option 47, or the Telephone Company has the right to terminate this Option 47 (each, a **Permitted Termination Date**). If the customer seeks to terminate its subscription to Option 47 and/or the Telephone Company seeks to terminate this Option 47, such party must provide at least forty-five (45) days advance notice in writing prior to the Permitted Termination Date of its intent to terminate. If either the customer or the Telephone Company does not provide such notice to the other party within the specified time period, then it shall not have a termination right until the next Permitted Termination Date (subject to the forty-five (45) day notice requirement set forth in this section). (N)

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21. Contract Tariffs (Cont'd)

21.48 Contract Tariff Option 47 (Cont'd) (N)

(N) Early Termination

(2) In addition to the termination liabilities outlined in (N)(1) preceding, termination of any individual Service(s) shall be subject to applicable termination liabilities (if any) in accordance with other sections of this tariff.

(3) If the customer terminates its subscription to this Option 47 or the Telephone Company terminates Option 47 at a Permitted Termination Date, then the following shall apply:

(a) the Telephone Company shall conduct the Annual True-Up as set forth in (M) preceding; and

(b) The customer shall be eligible for any VID Credit that it may have earned in the Quarter ending prior to the Permitted Termination Date.

In such event, the customer shall not receive the DS3 Credits on any new orders for Eligible DS3 Circuits from and after the Permitted Date of Termination.

(O) Alternate Tariff Arrangements

(1) Other than the terms set forth herein, nothing herein shall modify the application of any termination or shortfall penalties that apply in accordance with other sections of this tariff, including under any Commitment Discount Plans, FMS Term Plans, or Term Pricing Plans.

(2) Other than Alternate Tariff Arrangements that are in effect as of July 24, 2007, (including any existing contract tariffs for DS1 Services and DS3 Services), the customer may not subscribe to any Alternate Tariff Arrangement that provides a discount or credit on the Services, including the National Discount Plan as set forth in Section 25.3 following. Subscription to any such Alternate Tariff Arrangement will result in loss of all Credits and any special pricing available under this Option 47. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (N)

(A) Scope

Contract Tariff Option 48 (**Option 48**) provides Billing Credits on certain Special Access Services if the customer meets certain total billed revenue amounts for the Qualifying Services (as defined in (E) following).

In this Option 48, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

Additionally, all amounts in this Option 48 will be rounded up or down to the nearest $10,000.

(B) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits of this Option 48.

(1) During the twelve (12) month period ending on June 30, 2007, the customer, together with all its affiliates, must have: (i) achieved a minimum of fifty million dollars ($50.0M) in aggregate monthly billed recurring revenue for all Qualifying Services (as defined in (E) following) purchased by the customer from the Telephone Company; (ii) had no more than twelve and one half percent (12.5%) of the aggregate monthly billed recurring revenue for Qualifying Services purchased under this tariff, Tariff F.C.C. No. 11 (FCC11), Tariff F.C.C. No. 14 (FCC14), and Tariff F.C.C. No. 16 (FCC16) billed on a month-to-month basis; and (iii) had no more than three percent (3%) of the aggregate monthly billed recurring revenue for Qualifying Services purchased under this tariff and FCC11 billed on a month-to-month basis. (x) (x) (x)

(2) In order to receive any Billing Credit (as determined in (I) following) other than a Billing Credit of $0 under this Option 48, the customer must achieve during the Service Period (as defined in (C) following) a minimum Total Billed Revenue (**TBR**), as described following, for Qualifying Services (as defined in (E) following) of at least sixty-one million two hundred fifty thousand dollars ($61.25M), of which a minimum of seventeen million two hundred fifty thousand dollars ($17.25M) of such TBR for Qualifying Services must be derived from Inter-Office Facility (**IOF**) transport as determined using the Channel Mileage rate elements as set forth in (E) following. For purposes of this Option 48, IOF TBR for Qualifying Services shall mean the portion of the TBR for Qualifying Services billed under the Channel Mileage USOCs set forth in (E) following during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) Other than tariff arrangements that are in effect as of September 27, 2007, the customer may not subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer at any time during the Service Period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services.

(4) The customer must subscribe to Option 48 by submitting a written authorization in a manner designated by the Telephone Company during the period beginning September 27, 2007 and ending October 26, 2007. Such subscription must include a list of Customer ACNA(s) which the Telephone Company agrees to, in writing, for inclusion in this Option 48.

The TBR for Qualifying Services and the IOF TBR for Qualifying Services shall be calculated using the criteria and mechanism set forth in this Option 48. The amount of the Billing Credit shall vary depending on the level of TBR for Qualifying Services and the level of the IOF TBR for Qualifying Services achieved by the customer during the Service Period, and such Billing Credits shall be calculated in accordance with the terms and conditions of this Option 48. Billing Credits are determined in accordance with (I) following.

(C) Service Period

The Service Period of this Option 48 shall be for a period of one (1) year commencing on October 1, 2007, and ending on September 30, 2008.

(D) Serving Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and Section 19.1 of FCC14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and Section 19.1 of FCC14) that occur during the Service Period of this Option 48 will apply. No Billing Credits will be provided in the operating territories of FCC16. (x) (x) (x) (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(E) Qualifying Services

(1) Qualifying Services will be comprised of Special Access DS1 and DS3 Services as set forth in Section 7.2.9 preceding of this tariff, Section 7.2.9 preceding of FCC11, Section 5.3.6 of FCC14, (x) and Section 7.11.1 of FCC16, as the same may be amended from time (x) to time, which Special Access DS1 and DS3 Services are billed by the Telephone Company during the Service Period and meet all of the following criteria during each month of the Service Period.

(a) Rate elements for MetroLAN services (as set forth in FCC14 and (x) FCC16) and Facilities Management Services (FMS as set forth in this tariff and FCC11) will not be included. (x)

(b) For the Qualifying Services set forth above, the associated rate elements must be billing under the following Universal Service Order Codes (USOCs):

(1) Channel Mileage Rate Elements

1A5LX	1A5ZS	1A8ZS	1HH7S	1HHBS
1HHPS	1J53S	1J54S	1L5LS	1L5RS
1L5XX	1LFMX	1LFSX	1T58S	1U5PS
1YA8S	TRG			

(2) All Other Rate Elements

MKM	MQ1	MQ3	MQJ++	MQK
MXN12	MXN13	MXN15	MXN17	MXNRX
QMU	1C4A3	1C4A5	1C4A7	1C4B3
1C4B5	1C4B7	1C4C3	1C4C5	1C4C7
1C4D3	1C4D5	1C4D7	1C4E3	1C4E5
1C4E7	1C4F3	1C4F5	1C4F7	1C4G3
1C4G5	1C4G7	1C4H3	1C4H5	1C4H7
1C4J3	1C4J5	1C4J7	1C4K3	1C4K5
1C4K7	1CF21	1CF22	1CF23	1CF25
1CF41	1CF42	1CF43	1CF45	1CF51
1CF52	1CF53	1CF55	1CF61	1CF62
1CF63	1CF65	1CF71	1CF72	1CF73
1CF75	1CF81	1CF82	1CF83	1CF85
1CF91	1CF92	1CF93	1CF95	1CFA1
1CFA2	1CFA3	1CFA5	1CFB1	1CFB2
1CFB3	1CFB5	1CFC1	1CFC2	1CFC3
1CFC5	1CFD1	1CFD3	1CFD5	1CFD7
1CFE1	1CFE3	1CFE5	1CFE7	1CFF1
1CFF3	1CFF5	1CFF7	1CFG1	1CFG3
1CFG5	1CFG7	1CFH1	1CFH3	1CFH5
1CFH7	1CFJ1	1CFJ3	1CFJ5	1CFJ7
1CFK1	1CFK3	1CFK5	1CFK7	1CFL1 (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(1) (Cont'd)

(b) (Cont'd)

(2) All Other Rate Elements (Cont'd)

1CFL3	1CFL5	1CFL7	1CFM1	1CFM3
1CFM5	1CFM7	1CFN1	1CFN3	1CFN5
1CFN7	1CFR8	1CFRJ	1CFS8	1CFSJ
1CFT8	1CFTJ	1CFU8	1CFUJ	1CFV8
1CFVJ	1CKDF	1CKDX	1CKMF	1CKNX
1CKPF	1CKSX	1X7VX	1XCDX	CCO
EQUA3	EQUA5	EQUA7	EQUB3	EQUB5
EQUB7	EQUC3	EQUC5	EQUC7	EQUD3
EQUD5	EQUD7	EQUE3	EQUE5	EQUE7
EQUF3	EQUF5	EQUF7	EQUG3	EQUG5
EQUG7	EQUH3	EQUH5	EQUH7	EQUJ3
EQUJ5	EQUJ7	EQUK3	EQUK5	EQUK7
EU4DF	EU4DX	EU4MF	EU4NX	EU4PF
EU4SX	EU7VX	EUU21	EUU22	EUU23
EUU25	EUU41	EUU42	EUU43	EUU45
EUU51	EUU52	EUU53	EUU55	EUU61
EUU62	EUU63	EUU65	EUU71	EUU72
EUU73	EUU75	EUU81	EUU82	EUU83
EUU85	EUU91	EUU92	EUU93	EUU95
EUUA1	EUUA2	EUUA3	EUUA5	EUUB1
EUUB2	EUUB3	EUUB5	EUUC1	EUUC2
EUUC3	EUUC5	EUUD1	EUUD3	EUUD5
EUUD7	EUUE1	EUUE3	EUUE5	EUUE7
EUUF1	EUUF3	EUUF5	EUUF7	EUUG1
EUUG3	EUUG5	EUUG7	EUUH1	EUUH3
EUUH5	EUUH7	EUUJ1	EUUJ3	EUUJ5
EUUJ7	EUUK1	EUUK3	EUUK5	EUUK7
EUUL1	EUUL3	EUUL5	EUUL7	EUUM1
EUUM3	EUUM5	EUUM7	EUUN1	EUUN3
EUUN5	EUUN7	EUUR8	EUURJ	EUUS8
EUUSJ	EUUT8	EUUTJ	EUUU8	EUUUJ
EUUV8	EUUVJ	EUW	HKTJS	HKTJX
HKTLS	PR9SX	SLHA1	SLHA3	SLHA5
SLHA7	SLHB1	SLHB3	SLHB5	SLHB7
SLHC1	SLHC3	SLHC5	SLHC7	SLHD1
SLHD3	SLHD5	SLHD7	SLHE1	SLHE3
SLHE5	SLHE7	TKTPX	TMECS	TNJZX
TNT3X	TNT4X	TNT8X	TUTPX	TVJ7X
TVJPX	TVJQX	TVJRX	TVJSX	TYF8S
TYF8X	TYFLS	TYFLX	TYFMS	TYFMX
TYFNX	TYFOX	TYFPX	TYFQX	TYFRX
TYFSX	TYFTX	TYFUX	TYFVS	TYFVX
TYFWS	TYFWX	TZGHX		

(N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(E) Description of Qualifying Services (Cont'd)

(2) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (E)(1) preceding shall not be eligible for inclusion as Qualifying Services under Option 48.

(F) Revenue Used to Calculate TBR and IOF TBR

(1) Revenues Included in Calculation of TBR for Qualifying Services and IOF TBR for Qualifying Services

The customer's TBR for Qualifying Services and IOF TBR for Qualifying Services shall include **only** the MRC amounts which are paid in full by the customer.

(a) For purposes of this Option 48, **MRCs** shall mean the revenues from the billed monthly recurring charges, net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services billed during the Service Period under the USOCs set forth in (E) preceding, and excluding Disputed Charges.

(b) For purposes of this Option 48, **Disputed Charges** shall mean MRCs for the Qualifying Services billed during the Service Period, which amounts are under dispute by the customer and have been paid in full by the customer, as of the forty-fifth (45th) calendar day following the end of the Service Period in accordance with Section (I)(2) following. Amounts which have not been paid in full, as of the forty-fifth (45th) calendar day following the end of the Service Period (regardless of whether or not such amounts are under dispute by the customer), shall not be included in either the TBR for Qualifying Services or the IOF TBR for Qualifying Services.

(c) For purposes of this Option 48, "paid in full" shall mean that the customer has paid the billed amount without any offsets or reductions from the billed amount, in accordance with the terms of the this tariff, FCC11, FCC14 or FCC16, as applicable. (N)(x)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(F) Revenue Used to Calculate TBR and IOF TBR (Cont'd)

(2) Revenue Not Included in Calculation of TBR for Qualifying Services or IOF TBR for Qualifying Services.

TBR for Qualifying Services and IOF TBR for Qualifying Services do not include any revenues other than the revenues as set forth in (F)(1) preceding, and the following types of charges are not included:

(a) non-recurring charges;
(b) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(c) service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty);
(d) any other charges which are not applied on a monthly recurring basis;
(e) credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
(f) any debits or credits for Qualifying Services rendered in prior Quarters or periods prior to September 27, 2007;
(g) shortfall or overage charges associated with term plan true-ups;
(h) minimum period charges;
(i) any Disputed Charges;
(j) termination liabilities; or
(k) Billing Credits/adjustments. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(G) Mergers and Acquisitions of the Customer

In the event that after subscription to this Option 48, the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Option 48.

(1) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services or IOF TBR for Qualifying Services.

(2) The customer's TBR for Qualifying Services and IOF TBR for Qualifying Services shall be calculated based on its business and revenues with the Telephone Company using the Customer ACNAs, without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Qualifying Services from the Telephone Company through merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves the right to terminate the customer's subscription to this Option 48 without liability if the customer does not adhere to the provisions of this Section (G).

(H) Sale of a Verizon Operating Telephone Company

(1) If some or all of the assets or equity of a Verizon Operating Telephone Company of this tariff, FCC11, FCC14, or FCC16 as applicable, are acquired by an unaffiliated third party ("**Acquired VZ Telco**"), and Verizon does not provide the Qualifying Services to the customer after such time, then the terms and conditions set forth in (H)(2) and (H)(3) following shall apply, in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14, or FCC16 as applicable. (x) (x)

(2) Each range or tier of the TBR for Qualifying Services and IOF TBR for Qualifying Services set forth in the Table in (I)(2)(d) following shall be proportionately reduced by the TBR Acquisition Reduction Amount or IOF TBR Acquisition Amount (each as defined in (a) and (b) following), respectively. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(H) Sale of Verizon Operating Telephone Company (Cont'd)

(2) (Cont'd)

(a) The TBR Acquisition Reduction Amount shall be calculated for the Qualifying Services as follows:

(i) calculate the TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Qualifying Services. For purposes of this Option 48, TBR for Qualifying Services shall mean the portion of the Qualifying Services billed under the USOCs set forth in (E)(1)(b)(1) and (E)(1)(b)(2) preceding; and

(ii) calculate the average monthly amount of TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco by dividing the number in (i) preceding by twelve (12) months; and

(iii) multiply the average monthly amount of TBR for Qualifying Services calculated in (ii) preceding by the number of months and any fraction thereof remaining in the Service Period.

(iv) Reduce the tiers of the TBR for Qualifying Services set forth in the Table in (I)(2)(d) following by the amount of the TBR Acquisition Reduction Amount as calculated in (iii) preceding.

(b) The IOF TBR Acquisition Reduction Amount shall be calculated for the Qualifying Services as follows:

(i) calculate the IOF TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Qualifying Services; For purposes of this Option 48, IOF TBR for Qualifying Services shall mean the portion of the Qualifying Services billed under the USOCs set forth in (E)(1)(b)(1) preceding; and

(ii) calculate the average monthly amount of IOF TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco by dividing the number in (i) preceding by twelve (12) months; and

(iii) multiply the average monthly amount for IOF TBR for Qualifying Services calculated in (ii) preceding by the number of months and any fraction thereof remaining in the Service Period.

(iv) Reduce the tiers of the IOF TBR for Qualifying Services set forth in the Table in (I)(2)(d) following by the amount of the IOF TBR Acquisition Reduction Amount as calculated in (iii) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(H) Sale of a Verizon Operating Telephone Company (Cont'd)

(3) All of the Billing Credits set forth in the Table in (I)(2)(d) following shall be reduced by a percentage which shall be calculated by dividing the TBR Acquisition Reduction Amount by $61.25M.

For Example:

Assume the Telephone Company sells Verizon Delaware LLC and that the sale is finalized with two months remaining in the Service Period.

(a) Proportionately reduce each range or tier of the TBR for Qualifying Services by the TBR Acquisition Reduction Amount

(i) Assume that the customer's TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC during the previous 12 months = $24M.

(ii) Calculate the average monthly amount of TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC = $2M [$24M/12].

(iii) To calculate the TBR Acquisition Reduction Amount, multiply the average monthly amount determined in (ii) preceding ($2M) by the number of months (2) remaining in the Service Period = $4M [$2M x 2].

(iv) Reduce the tiers set forth in the Table in (I)(2)(d) following by such TBR Acquisition Reduction Amount.

(b) Proportionately reduce each range or tier of the IOF TBR for Qualifying Services by the IOF TBR Acquisition Reduction Amount

(i) Assume that the customer's IOF TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC during the previous 12 months = $12M.

(ii) Calculate the average monthly amount of IOF TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC = $1M [$12M/12].

(iii) To calculate the IOF TBR Acquisition Reduction Amount, multiply the average monthly amount determined in (ii) preceding ($1M) by the number of months (2) remaining in the Service Period = $2M [$1M x 2].

(iv) Reduce the tiers set forth in the Table in (I)(2)(d) following by such IOF TBR Acquisition Reduction Amount.

(c) Calculate the percentage reduction in Billing Credits by dividing the TBR Acquisition Reduction Amount of $4M by $61.25M = 6.5%. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit

(1) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Service Period

(a) Calculation of TBR for Qualifying Services

Upon expiration of the Service Period, the Telephone Company will calculate all eligible recurring Special Access DS1 and DS3 revenues as outlined in (E)(1)(b)(1) and (E)(1)(b)(2) preceding. The Special Access DS1 and DS3 recurring revenues carrying any USOCs not listed in (E)(1)(b)(1) and (E)(1)(b)(2) preceding will not be included. Non-Special Access DS1s and DS3s carrying any of the USOCs listed in (E)(1)(b)(1) and (E)(1)(b)(2) preceding will also not be included.

As an illustrative example of calculating TBR for Qualifying Services, assume that the eligible recurring Special Access DS1 and DS3 revenue as outlined in (E)(1)(b)(1) and (E)(1)(b)(2) preceding was $66.5M. Forty-five (45) calendar days after end of the Service Period, the Telephone Company will calculate all eligible recurring Special Access DS1 and DS3 revenue for the Service Period subject to dispute. Further assume that the amount under dispute is $1.0M. The TBR for Qualifying Services to be used in determining the Billing Credit therefore equals $65.5M [$66.5M - $1.0M].

(b) Calculation of IOF TBR for Qualifying Services

Upon expiration of the Service Period, the Telephone Company shall calculate all eligible Special Access DS1 and DS3 revenues as outlined in E)(1)(b)(1) preceding. The Special Access DS1 and DS3 recurring revenues not carrying one of the USOCs listed in (E)(1)(b)(1) preceding will not be included. Non-Special Access DS1s and DS3s carrying any of the USOCs listed in (E)(1)(b)(1) preceding will also not be included.

As an illustrative example of calculating IOF TBR for Qualifying Services, assume that the eligible recurring Special Access DS1 and DS3 revenue as outlined in (E)(1)(b)(1) preceding was $18.5M. Forty-five (45) calendar days after the end of the Service Period, the Telephone Company will calculate all eligible recurring Special Access IOF DS1 and DS3 revenues for the Service Period subject to dispute. Further assume that the amount under dispute is $1.0M. The IOF TBR for Qualifying Services to be used in determining the Billing Credit equals $17.5M [$18.5M - $1.0M]. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit (Cont'd)

(1) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Service Period (Cont'd)

(c) No later than the 60th day following the end of the Service Period, the Telephone Company shall calculate the total TBR for Qualifying Services and IOF TBR for Qualifying Services (i.e., by calculating the total MRCs for Qualifying Services, which MRCs for Qualifying Services shall not include any Disputed Charges) achieved by the customer during the Service Period in accordance with the terms and condition set forth in this Option 48, including Sections (F)(1), (F)(2) preceding and (I)(2) following. Subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable credit set forth in Table 1 following ("**Billing Credit**"), which Billing Credit may be $0 or more depending on the customer's TBR for Qualifying Services and IOF TBR for Qualifying Services during the Service Period.

(2) Calculation of Billing Credit at the End of the Service Period

If the customer has not achieved both a TBR for Qualifying Services of at least $61.25M and an IOF TBR for Qualifying Services of $17.25M, then the customer shall not receive any Billing Credit (i.e., a Billing Credit of $0 as set forth in the Table in (I)(2)(d) following). To calculate the Billing Credit, the Telephone Company shall:

(a) Locate the customer's TBR for Qualifying Services and IOF TBR for Qualifying Services in the Table in (I)(2)(d) following under the headings "TBR for Qualifying Services" and "IOF TBR for Qualifying Services," respectively. The Billing Credit (if any) that the customer is eligible to receive is set forth in the lowest tier achieved of either the TBR for Qualifying Services or the IOF TBR for Qualifying Services. The TBR for Qualifying Services and IOF TBR for Qualifying Services achieved by the customer during the Service Period is calculated in accordance with the terms and conditions set forth in Section (I)(1)(a) and (I)(1)(b) preceding, including Sections (F)(1), (F)(2) preceding and this Section(I)(2); (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit (Cont'd)

(2) Calculation of Billing Credit at the End of the Service Period (Cont'd)

(b) The Telephone Company shall credit the customer's BANs with the applicable Billing Credit as determined in accordance with the terms of this Option 48. The Billing Credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility. In no event will the customer be eligible for any Billing Credit unless both their TBR for Qualifying Services and IOF TBR for Qualifying Services fall within one of the tiers set forth in the Table in (I)(2)(d) following.

(c) To use the Billing Credit Table in (I)(2)(d) following, the "Floor" amount represents the applicable tier minimum and the "Ceiling" amount represents the applicable tier maximum. TBR amounts that fall above a tier minimum but below a tier maximum fall into that tier. To determine the applicable tier for the TBR for Qualifying Services, determine the appropriate tier into which the TBR for Qualifying Services falls. To determine the applicable tier for the IOF TBR for Qualifying Services, determine the appropriate tier into which the IOF TBR for Qualifying Services falls. To determine the Billing Credit, determine the highest tier that the customer achieved for both TBR for Qualifying Services and the IOF TBR for Qualifying Services. As an example, if the customer achieved Tier B for TBR for Qualifying Services and Tier C for IOF TBR for Qualifying Services, the highest tier that customer achieved for both the TBR for Qualifying Services and the IOF TBR for Qualifying Services would be Tier B, and the customer would be entitled to the Tier B Billing Credit (i.e., $200,000). (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit (Cont'd)

(2) Calculation of Billing Credit at the End of the Service Period (Cont'd)

(d) Table 1

	TBR for Qualifying Services		**IOF TBR for Qualifying Services**		**Billing Credit**
Tier	Floor	Ceiling	Floor	Ceiling	Billing Credit
A	$ 0.00M	$61.24M	$ 0.00M	$17.24M	$ 0
B	$61.25M	$65.49M	$17.25M	$18.49M	$ 200,000
C	$65.50M	$66.49M	$18.50M	$19.49M	$ 400,000
D	$66.50M	$68.49M	$19.50M	$21.49M	$1,100,000
E	$68.50M	$70.49M	$21.50M	$23.49M	$1,800,000
F	$70.50M	None	$23.50M	None	$3,000,000

Illustrative Examples:

Example 1:

Assume the customer's TBR for Qualifying Services equals $66.5M (placing the customer in Tier D) but the customer's IOF TBR for Qualifying Services equals $17.25M (placing the customer in Tier B), the customer will receive Tier B Billing Credit of $200,000.

Example 2:

Assume the customer's TBR for Qualifying Services equals 70.5M (placing the customer in Tier F) but the customer's IOF TBR for Qualifying Services equals $16.0M (placing the customer in Tier A), the customer will receive no Billing Credit.

Example 3:

Assume the customer's TBR for Qualifying Services equals 69.0M (placing the customer in Tier E) but the customer's IOF TBR for Qualifying Services equals $25.0M (placing the customer in Tier F), the customer will receive tier E Billing Credit of $1.8M. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit (Cont'd)

(3) Disputes, Releases and Waivers

(a) In calculating the Billing Credit, all of the following requirements shall apply.

(1) The Telephone Company shall not include in the calculation of the Billing Credit any Disputed Charges remaining as of the forty-fifth (45th) calendar day following the end of the Service Period.

(2) For the purpose of calculating the Billing Credit, the Telephone Company shall not include in MRCs any credits or debits for Qualifying Services provided during any periods prior to the Effective Date (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company).

(3) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate references within this tariff, and a full explanation regarding why the customer believes it was billed in error. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(I) Calculation of TBR and Billing Credit (Cont'd)

(3) Disputes, Releases and Waivers (Cont'd)

(a) (Cont'd)

(4) Upon resolution of any Disputed Charges, or disputes raised after the issuance of the Billing Credit in respect of amounts included in the TBR for Qualifying Services or the IOF TBR for Qualifying Services, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credit, the TBR for Qualifying Services or the IOF TBR for Qualifying Services calculated preceding, and the same shall apply regardless of the outcome of any Disputed Charges.

(5) There will not be any adjustment to the Billing Credit, the TBR for Qualifying Services or the IOF TBR for Qualifying Services if the Telephone Company bills amounts after the determination of the Billing Credit that would have otherwise been included in the TBR for Qualifying Services or the IOF TBR for Qualifying Services calculated preceding.

(6) The Billing Credit (as determined by the Telephone Company and agreed to by the customer) is not subject to dispute, except that the customer may dispute the Billing Credit only if the Billing Credit applied by the Telephone Company does not conform with the Billing Credits set forth in this Section (I).

(7) The amount of the Billing Credit shall in no event be subject to any late payment, interest or penalty as set forth in Section 2 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.49 Contract Tariff Option 48 (Cont'd) (N)

(J) Termination at the end of the Service Period

Subject to the terms set forth herein, the customer may terminate its subscription to this Option 48 at any time during the Service Period. The customer must provide written notice of such termination at least thirty (30) days prior to the requested date of termination. Termination of less than all of the Contract Tariffs options (i.e., terminations of Option 48 of this tariff, or Contract Tariff Option 49 of FCC11, or Contract Tariff Option 23 of FCC14) shall deemed to be an automatic termination of all Contract Tariff options. If the customer terminates its subscription to this Option 48 at any time during the Service Period, the customer will not be entitled to the payment of any Billing Credit, pro rated or otherwise, after the termination date. All obligations set forth in other sections of this tariff with respect to the Qualifying Services shall continue to apply. If the customer terminates a Qualifying Service(s) during the Service Period, termination liability shall apply in accordance with the applicable term plan under which such Qualifying Service(s) is being billed. (x) (x) (N)

(x) Issued under authority of Special Permission No. 07-023 of the Federal Communications Commission.

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

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (N)

(A) Scope

Contract Tariff Option 49 (**Option 49**) provides Billing Credits on certain Special Access Services if the customer meets certain total billed revenue amounts for the Qualifying Services (as defined in (E) following) as well as other credits as set forth herein.

In this Option 49, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000).

(B) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits, Fiber to the Cell Credit, and COW & COLT Credit of this Option 49.

(1) The customer must be a commercial mobile radio service provider and all Qualifying Services (as defined in (E)(1) following) must originate or terminate on the customer's wireless network.

(2) During the twelve (12) month period prior to the commencement of the Service Period, the customer, together with all its commercial mobile radio service provider affiliates, must have achieved a minimum of $155M in aggregate monthly billed recurring revenue for all Qualifying Services purchased by the customer from the Telephone Company.

(3) During the Service Period, in order to receive any Billing Credit, Fiber to the Cell (**FTTC**) Credit, or COW & COLT Credit (as defined in (K) following), the customer must:

(a) Meet or exceed the Annual Revenue Commitment (**ARC**), as described in (K) following; and

(b) Satisfy the Annual Grooms Restriction, as described in (N) following.

(4) The customer must concurrently subscribe to National Discount Plan (**NDP**) as set forth in Section 25.3 following and, in order to receive any Billing Credit, FTTC Credit, or COW & COLT Credit hereunder, remain subscribed to NDP throughout the Service Period. The Billing Credits provided herein are in addition to, and do not alter, any of the existing service discounts/term plans available under NDP.

(5) The customer must subscribe to Option 49 by submitting a written authorization in a manner designated by the Telephone Company during the period beginning January 31, 2008 and ending February 29, 2008. Such subscription must include a list of Customer ACNA(s) which the Telephone Company agrees to, in writing, for inclusion in this Option 49. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(B) Eligibility (Cont'd)

(6) Except as described in (B)(4) preceding, the customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services.

(7) The ARC/ARC+, as described in (K) following, for Qualifying Services shall be calculated using the criteria and mechanism set forth in this Option 49. The amount of any Billing Credit or FTTC Credit shall vary depending on the level of actual ARC/ARC+ for Qualifying Services achieved by the customer during each year of the Service Period. The Billing Credits, FTTC Credit, and COW & COLT Credit shall be calculated in accordance with the terms and conditions of this Option 49.

(C) Service Period

The Service Period of this Option 49 shall be for a period of eight (8) years commencing on February 1, 2008, and ending on January 31, 2016.

(D) Serving Area

(1) The Billing Credits, FTTC Credit, and COW & COLT Credit will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, Verizon Telephone Companies Tariff F.C.C. No. 11 (**FCC11**), (x)
and the Verizon Telephone Companies Tariff F.C.C. No. 14 (**FCC14**). (x)
Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and Section 19.1 (x)
of FCC14. Any additions of, or changes to, the MSAs (including (x)
changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 (x)
of FCC11, and Section 19.1 of FCC14) that occur during the (x)
Service Period of this Option 49 will apply. No Billing Credits, FTTC Credit, or COW & COLT Credit will be provided in the operating territories of Verizon Telephone Companies Tariff F.C.C. No. 16 (**FCC16**). (x)

(2) No Billing Credits, FTTC Credit, or COW & COLT Credit will be provided in the states of Maine, New Hampshire or Vermont of FCC11. (N)(x)

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(E) Qualifying Services

(1) Description of Qualifying Services

Qualifying Services will be comprised of Special Access DS1 and DS3 Services as set forth in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, excluding the states of Maine, New Hampshire and Vermont, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16, as the same may be amended from time to time, which Special Access DS1 and DS3 Services are billed by the Telephone Company during the Service Period and meet all of the following criteria during each month of the Service Period. (x) (x)

(a) Rates elements for MetroLAN services (as set forth in FCC14 and FCC16) and Facilities Management Services (FMS as set forth in this tariff and FCC11) will not be included. (x) (x)

(b) For the Qualifying Services set forth above, the associated rate elements must be billing under one of the following Universal Service Order Codes (USOCs):

1A5LX	1A5ZS	1A8ZS	1HH7S	1HHBS
1HHPS	1J53S	1J54S	1L5LS	1L5RS
1L5XX	1LFMX	1LFSX	1T58S	1U5PS
1YA8S	TRG	FQYU1	FQYU2	FQYU3
FQYU4	FQYU5	FQYU6	MKM	MQ1
MQ3	MQJ++	MQK	MXN12	MXN13
MXN15	MXN17	MXNRX	QMU	1C4A3
1C4A5	1C4A7	1C4B3	1C4B5	1C4B7
1C4C3	1C4C5	1C4C7	1C4D3	1C4D5
1C4D7	1C4E3	1C4E5	1C4E7	1C4F3
1C4F5	1C4F7	1C4G3	1C4G5	1C4G7
1C4H3	1C4H5	1C4H7	1C4J3	1C4J5
1C4J7	1C4K3	1C4K5	1C4K7	1CF21
1CF22	1CF23	1CF25	1CF41	1CF42
1CF43	1CF45	1CF51	1CF52	1CF53
1CF55	1CF61	1CF62	1CF63	1CF65
1CF71	1CF72	1CF73	1CF75	1CF81
1CF82	1CF83	1CF85	1CF91	1CF92
1CF93	1CF95	1CFA1	1CFA2	1CFA3
1CFA5	1CFB1	1CFB2	1CFB3	1CFB5
1CFC1	1CFC2	1CFC3	1CFC5	1CFD1
1CFD3	1CFD5	1CFD7	1CFE1	1CFE3
1CFE5	1CFE7	1CFF1	1CFF3	1CFF5
1CFF7	1CFG1	1CFG3	1CFG5	1CFG7
1CFH1	1CFH3	1CFH5	1CFH7	1CFJ1
1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3
1CFK5	1CFK7	1CFL1	1CFL3	1CFL5
1CFL7				

(N)

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(1) (Cont'd)

(b) (Cont'd)

1CFM1	1CFM3	1CFM5	1CFM7	1CFN1
1CFN3	1CFN5	1CFN7	1CFR8	1CFRJ
1CFS8	1CFSJ	1CFT8	1CFTJ	1CFU8
1CFUJ	1CFV8	1CFVJ	1CKDF	1CKDX
1CKMF	1CKNX	1CKPF	1CKSX	1X7VX
1XCDX	CCO	EQUA3	EQUA5	EQUA7
EQUB3	EQUB5	EQUB7	EQUC3	EQUC5
EQUC7	EQUD3	EQUD5	EQUD7	EQUE3
EQUE5	EQUE7	EQUF3	EQUF5	EQUF7
EQUG3	EQUG5	EQUG7	EQUH3	EQUH5
EQUH7	EQUJ3	EQUJ5	EQUJ7	EQUK3
EQUK5	EQUK7	EU4DF	EU4DX	EU4MF
EU4NX	EU4PF	EU4SX	EU7VX	EUU21
EUU22	EUU23	EUU25	EUU41	EUU42
EUU43	EUU45	EUU51	EUU52	EUU53
EUU55	EUU61	EUU62	EUU63	EUU65
EUU71	EUU72	EUU73	EUU75	EUU81
EUU82	EUU83	EUU85	EUU91	EUU92
EUU93	EUU95	EUUA1	EUUA2	EUUA3
EUUA5	EUUB1	EUUB2	EUUB3	EUUB5
EUUC1	EUUC2	EUUC3	EUUC5	EUUD1
EUUD3	EUUD5	EUUD7	EUUE1	EUUE3
EUUE5	EUUE7	EUUF1	EUUF3	EUUF5
EUUF7	EUUG1	EUUG3	EUUG5	EUUG7
EUUH1	EUUH3	EUUH5	EUUH7	EUUJ1
EUUJ3	EUUJ5	EUUJ7	EUUK1	EUUK3
EUUK5	EUUK7	EUUL1	EUUL3	EUUL5
EUUL7	EUUM1	EUUM3	EUUM5	EUUM7
EUUN1	EUUN3	EUUN5	EUUN7	EUUR8
EUURJ	EUUS8	EUUSJ	EUUT8	EUUTJ
EUUU8	EUUUJ	EUUV8	EUUVJ	EUW
HKTJS	HKTJX	HKTLS	PR9SX	SLHA1
SLHA3	SLHA5	SLHA7	SLHB1	SLHB3
SLHB5	SLHB7	SLHC1	SLHC3	SLHC5
SLHC7	SLHD1	SLHD3	SLHD5	SLHD7
SLHE1	SLHE3	SLHE5	SLHE7	TKTPX
TMECS	TNJZX	TNT3X	TNT4X	TNT8X
TUTPX	TVJ7X	TVJPX	TVJQX	TVJRX
TVJSX	TYF8S	TYF8X	TYFLS	TYFLX
TYFMS	TYFMX	TYFNX	TYFOX	TYFPX
TYFQX	TYFRX	TYFSX	TYFTX	TYFUX
TYFVS	TYFVX	TYFWS	TYFWX	TZGHX (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(2) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (E)(1) preceding shall not be eligible for inclusion as Qualifying Services under this Option 49. If the Telephone Company, subsequent to January 31, 2008, determines that one or more USOC(s) were omitted from the preceding list in error, the Telephone Company shall amend the list to include such USOC(s) for all purposes hereunder. If the Telephone Company replaces or changes any of the USOC(s) listed in (E)(1) preceding, or creates any new USOC(s), in each case that fit within the description of the Qualifying Services set forth in this Section (E), the Telephone Company shall amend the list preceding to include such USOC(s) for all purposes hereunder as of the date of the replacement, changing or creation of such USOC(s), as applicable.

(F) Revenues Included/Not Included in Calculation of ARC/ARC+ for Qualifying Services

(1) Revenues Included in Calculation of ARC/ARC+ for Qualifying Services

The customer's ARC/ARC+ for Qualifying Services shall include only MRC amounts which are paid in full by the customer:

(a) For purposes of this Option 49, **MRCs** shall mean the revenues from the billed monthly recurring charges, net of any discounts given under existing pricing plans, including NDP, if applicable, for the Qualifying Services billed during any year of the Service Period under the USOCs set forth in (E)(1) preceding, and excluding Disputed Charges.

(b) For purposes of this Option 49, **Disputed Charges** shall mean MRCs for the Qualifying Services billed during any year of the Service Period, which amounts are under dispute by the customer and have been paid in full by the customer, as of the thirtieth (30th) calendar day following the end of the applicable quarter or year of the Service Period in accordance with (K) following. Amounts which have not been paid in full (regardless of whether or not such amounts are under dispute by the customer), shall also be excluded in the ARC/ARC+ for Qualifying Services for the applicable year of the Service Period.

(c) For purposes of this Option 49, "paid in full" shall refer to amounts that the customer paid for the Qualifying Services, in accordance with the terms of this tariff, FCC11, FCC14, or FCC16, as applicable, and shall not include any amounts that (x)
are Disputed Charges. In the event that the customer disputes (x)
some but not all charges on a bill, the charges that are not disputed shall, upon payment thereof, be considered "paid in full" for purposes of this Option 49.

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(F) Revenues Included/Not Included in Calculation of ARC/ARC+ for Qualifying Services (Cont'd)

(2) Examples of Revenues Not Included in Calculation of ARC/ARC+ for Qualifying Services

ARC/ARC+ for Qualifying Services does not include any revenues other than as set forth in (F)(1) preceding, and the following types of charges are not included:

(a) non-recurring charges;
(b) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(c) service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty);
(d) any other charges which are not applied on a monthly recurring basis;
(e) credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
(f) any debits or credits for Qualifying Services rendered in prior Quarters or periods prior to January 31, 2008;
(g) shortfall or overage charges associated with term plan true-ups;
(h) minimum period charges;
(i) any Disputed Charges;
(j) termination liabilities; or
(k) adjustments other than those relating explicitly to MRCs. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(G) Mergers, Acquisitions and Disposition of the Customer Business or Assets

(1) Customer Acquisitions

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company (collectively, a **Customer Acquisition**), unless the Telephone Company and the customer mutually agree otherwise as described in (d) following, the terms and conditions set forth in (a), (b) and (c) following will apply in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14 and FCC16. (x)

(a) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of ARC/ARC+ for Qualifying Services.

(b) The customer's ARC/ARC+ for Qualifying Services shall be calculated based on its revenues with the Telephone Company using the customer's ACNAs (as submitted by the customer in its subscription to this Option 49) and approved by the Telephone Company for inclusion in this Option 49, without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Qualifying Services from the Telephone Company through merger, transfer, assignment, or acquisition.

(c) The Telephone Company reserves the right to terminate the customer's subscription to this Option 49 without liability if the customer does not adhere to the provisions of this Section (G)(1). Termination of this Option 49 shall also result in termination of Option 50 of FCC11 and Option 24 of FCC14. (x)

(d) The customer and the Telephone Company may mutually agree to modify the customer's subscription to this Option 49 to include one or more of the ACNAs and related revenues attributable to expansion of the customer's purchase of Services from the Telephone Company as a result of a Customer Acquisition, with both the Telephone Company and the customer taking into consideration in good faith whether such revenues represent new or existing revenues to the Telephone Company. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(G) Mergers, Acquisitions and Disposition of the Customer Business or Assets (Cont'd)

(2) Customer Sold Business Adjustments

In the event the customer sells, transfers or otherwise disposes of interests in an affiliate or subsidiary (**Customer Sold Business**) that purchases Qualifying Services, to an unaffiliated third party, and the customer does not, through any affiliate or subsidiary, directly or indirectly, purchase the Qualifying Services after such time, then the following terms and conditions shall apply in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14 and FCC16. (x)

(a) For the year of the Service Period in which the sale occurs, the following adjustments will occur:

(1) each range or tier of the ARC for Qualifying Services set forth in Table 1 of (K)(3) following shall be reduced by the Customer ARC Acquisition Reduction Amount (as defined following); and

(2) all Billing Credits set forth in Tables 1 and 2 of (K)(3) and (K)(4) following, each dollar figure set forth in the Floor and Ceiling columns of Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following shall be reduced by a percentage which shall be calculated by dividing the Customer ARC Acquisition Reduction Amount by the ARC in effect at the time of the sale.

Calculate the **Customer ARC Acquisition Reduction Amount** for the Qualifying Services as follows:

(i) Calculate the MRCs which have been billed to the Customer Sold Business for Qualifying Services by the Telephone Company during the twelve (12) months prior to the time that the customer ceases to purchase the Service(s);

(ii) calculate the average monthly amount of MRCs which have been billed to the customer by the Telephone Company for Qualifying Services in (i) preceding by dividing the number in (i) preceding by twelve (12); and

(iii) multiply the average monthly amount of MRCs which have been billed to the customer for Qualifying Services calculated in (ii) preceding by the number of months remaining in the year of the Service Period during which the sale occurs. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(G) Mergers, Acquisitions and Disposition of the Customer Business or Assets (Cont'd)

(2) Customer Sold Business Adjustments (Cont'd)

(b) For each year of the Service Period subsequent to the year of the Service Period in which the sale occurs, the following adjustments will occur:

(1) each range or tier of the ARC for Qualifying Services set forth in Table 1 of (K)(3) following shall be reduced by the Subsequent Year Customer ARC Acquisition Reduction Amount (as defined following); and

(2) all Billing Credits set forth in Tables 1 and 2 of (K)(3) and (K)(4) following, each dollar figure set forth in the Floor and Ceiling columns in Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following shall be reduced by a percentage which shall be calculated by dividing the Subsequent Year Customer ARC Acquisition Reduction Amount by the ARC in effect at the time of the sale.

The **Subsequent Year Customer ARC Acquisition Reduction Amount** shall equal the MRCs which have been billed to the Customer Sold Business for Qualifying Services by the Telephone Company during the twelve (12) months prior to the time that the customer ceases to purchase the Qualifying Services.

The Telephone Company will make the adjustments in accordance with this Section (G)(2) upon receipt by the Telephone Company from the customer of confirmation that such sale, transfer or other disposition has been finalized, together with the information necessary to effect such adjustments, including, the Billing Account Numbers (BANs), circuit IDs, and USOC details associated with the Customer Sold Business. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(H) Sale of a Verizon Operating Telephone Company

(1) If some or all of the assets or stock of a Verizon Operating Telephone Company of this tariff, FCC11, FCC14, or FCC16, as applicable, are acquired by an unaffiliated third party (**Acquired VZ Telco**), and the Telephone Company does not provide the Qualifying Services in the operating territory of the Acquired VZ Telco to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14, or FCC16, as applicable. No Service(s) provided in the states of Maine, New Hampshire or Vermont are included in the ARC/ARC+ for Qualifying Services and, accordingly, any sale of the assets or stock of the Verizon Operating Telephone Company providing service in those three states will not trigger the application of this Section (H). (x) (x)

(a) For the year of the Service Period in which the sale occurs, the following adjustments will occur:

(1) each range or tier of the ARC for Qualifying Services set forth in Table 1 of (K)(3) following shall be reduced by the ARC Acquisition Reduction Amount (as defined following); and

(2) all Billing Credits set forth in Tables 1 and 2 of (K)(3) and (K)(4) following, each dollar figure set forth in the Floor and Ceiling columns in Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following shall be reduced by a percentage which shall be calculated by dividing the ARC Acquisition Reduction Amount by the ARC in effect at the time of the sale.

Calculate the **ARC Acquisition Reduction Amount** for the Qualifying Services as follows:

(i) calculate the MRCs which have been paid in full for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Telephone Company ceases to provide the Qualifying Service(s);

(ii) calculate the average monthly amount of MRCs which have been paid in full for Qualifying Services purchased by the customer in (i) preceding by dividing the number in (i) preceding by twelve (12); and

(iii) multiply the average monthly amount of MRCs which have been paid in full for Qualifying Services calculated in (ii) preceding by the number of months remaining in the year of the Service Period during which the sale occurs. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(H) Sale of Verizon Operating Telephone Company (Cont'd)

(1) (Cont'd)

(a) (Cont'd)

For Example:

(i) Assume the Telephone Company sells Verizon New York Inc. during the first year of the Service Period. Sale is finalized with two months remaining in the first year of the Service Period.

(ii) Assume the customer is placed in ARC Level 2 for the first year of Service Period which has an ARC of $225M.

(iii) Assume the customer's MRCs which have been paid in full for Qualifying Services purchased by the customer from Verizon New York Inc. during the previous 12 months are $24M.

(iv) Average monthly amount of MRCs which have been paid in full for Qualifying Services purchased by the customer from Verizon New York Inc. = $2M [$24M/12].

(v) Tiers for ARC for Qualifying Services are reduced by $4M [$2M x 2].

(vi) The Billing Credits, each dollar amount set forth in the Floor and Ceiling columns in Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following are reduced by 1.78% [$4M/$225M]. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(H) Sale of Verizon Operating Telephone Company (Cont'd)

(1) (Cont'd)

(b) For each year of the Service Period subsequent to the year of the Service Period in which the sale occurs, the following adjustments will occur:

(1) each range or tier of the ARC for Qualifying Services set forth in Table 1 of (K)(3) following shall be reduced by the Subsequent Year ARC Acquisition Reduction Amount (as defined following); and

(2) all Billing Credits set forth in Tables 1 and 2 of (K)(3) and (K)(4) following, each dollar figure set forth in the Floor and Ceiling columns in Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following shall be reduced by a percentage which shall be calculated by dividing the Subsequent Year ARC Acquisition Reduction Amount by the ARC in effect at the time of the sale.

The **Subsequent Year ARC Acquisition Reduction Amount** shall equal the MRCs which have been paid in full for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Telephone Company ceases to provide the Qualifying Services.

For example:

(i) Assume the Telephone Company sells Verizon New York Inc. during the first year of the Service Period. The customer's MRCs which have been paid in full for Qualifying Services purchased by the customer from Verizon New York Inc. during the previous 12 months (i.e., Subsequent Year ARC Reduction Amount) = $24M.

(ii) Tiers for ARC for Qualifying Services are reduced by $24M.

(iii) Assume the customer is placed in ARC Level 2 for the first year of the Service Period which has an ARC of $225M.

(iv) The Billing Credits, each dollar amount set forth in the Floor and Ceiling columns in Table 2 of (K)(4) following, each Base Annual FTTC Credit set forth in Table 3 of (K)(6) following, and the COW & COLT Credit set forth in (K)(6) following are reduced by 10.67% [$24M/$225M]. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(I) Detariffing of Qualifying Services

If the Telephone Company detariffs any of the Qualifying Services specified in (E) preceding (**Detariffed Qualifying Services**), then each Floor, Ceiling, ARC Billing Credit and ARC+ Billing Credit for each of the tiers in Tables 1 and 2 of (K)(3) and (K)(4) following, shall be reduced (i) in the year in which such detariffing occurs, by the **Year One Detariffing Percentage** and (ii) in each subsequent year of the Service Period, by the **Annual Detariffing Percentage**, in each case as described following in this Section (I).

(1) The Annual Detariffing Percentage shall be calculated as follows:

(a) calculate the amount of the Detariffed Qualifying Services purchased by the customer from the Telephone Company during the twelve (12) months prior to the date that the Detariffed Qualifying Services are detariffed; and

(b) divide the number calculated in (a) preceding by the ARC (as defined following) then in effect to determine the Annual Detariffing Percentage.

The Year One Detariffing Percentage equals the Annual Detariffing Percentage multiplied by the number of days in the applicable year of the Service Period left after the date of detariffing divided by three hundred sixty five (365).

For Example:

(i) Assume that the Telephone Company detariffs certain Qualifying Services on the three hundredth (300th) day of year one of the Service Period.

(ii) Assume that the customer purchased twenty-two and a half million ($22.5M) of such Qualifying Services during the twelve (12) months prior to the date that the Telephone Company detariffed such Qualifying Services.

(iii) Assume that the customer's ARC for year one of the Service Period was $225M.

(iv) The Annual Detariffing Percentage to be applied to the Floor, Ceiling, ARC Billing Credit and ARC+ Billing Credit in each of the tiers in Tables 1 and 2 of (K)(3) and (K)(4) following would be 10% [$22.5/$225M].

(v) The Year One Detariffing Percentage would be 1.78% (calculated as follows [10%*65/365]). (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(J) Price Reductions for Qualifying Service

If the Telephone Company reduces the MRCs for the Qualifying Services purchased by the customer during any year of the Service Period and, solely as a result of such price reduction(s), the customer does not meet its ARC for that year of the Service Period as selected or determined in accordance with (K)(1) following, each Floor, Ceiling, ARC Billing Credit and ARC+ Billing Credit for each of the tiers in Tables 1 and 2 of (K)(3) and (K)(4) following shall automatically be reduced by such percentage reduction (**Price Reduction Percentage**), as calculated following, for each subsequent year of the Service Period, and reduced on a pro rated basis consistent with the methodology set forth in (I) preceding for the year in which such price reduction(s) occurs. Regardless of whether any adjustments to Table 1 and Table 2 of (K)(3) and (K)(4) following are required pursuant to the preceding sentence, a **Price Reduction Percentage** shall be calculated for each year of the Service Period, taking into account all price reductions occurring in such year, as follows.

Step 1 Calculate the MRCs for Qualifying Services purchased by the customer during the month immediately preceding the month in which the price reduction is reflected in the billing.

Step 2 Calculate the MRCs for Qualifying Services purchased by the customer during the month in which the price reduction is reflected in the billing, subtracting any MRCs associated with any additional MRCs for Qualifying Services added and effective with that month, and adding back any MRCs for Qualifying Services disconnected and not billed effective with that month.

Step 3 Subtract the amount calculated in Step 2 from the amount calculated in Step 1.

Step 4 Divide the amount calculated in Step 3 by the amount calculated in Step 1 to get the price reduction percentage for that month.

Step 5 Repeat Steps 1 through 4 in connection with each month during which a price reduction occurs.

Step 6 Add up each of the individual price reduction percentages for the months in which a price reduction occurred to determine the Price Reduction Percentage for each year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(J) Price Reductions for Qualifying Service (Cont'd)

For Example:

Step 1 The customer's MRCs for Qualifying Services during the month preceding the month in which the price reduction is reflected in the billing are $19M.

Step 2 The customer's MRCs for Qualifying Services during the month following the price reduction equal $18M, including $50,000 of disconnects and $100,000 of new additions effective with that month, resulting in $17.95M in comparable MRCs after such price reduction.

Step 3 The difference between the month preceding the price reduction and the month in which the price reduction is implemented equals $1.05M [calculated as ($19M - $17.95M].

Step 4 The price reduction percentage for that month equals 5.53% [calculated as $1.05M / $19M].

Step 5 Assume that there were no other price reductions during the year of the Service Period.

Step 6 The Price Reduction Percentage would then also equal 5.53%.

In addition to the adjustments that may be required to Tables 1 and 2 of (K)(3) and (K)(4) following as discussed in this Section (J), if, over the course of the Service Period the Telephone Company implements price reductions which in the aggregate, when adding the Price Reduction Percentage calculated in respect of each year of the Service Period in which a price reduction occurs, are greater than eight percent (8%), the customer may terminate its subscription to this Option 49, or the Telephone Company may terminate the customer's subscription to this Option 49, as applicable, upon providing sixty (60) days written notice, in which case neither the Buyout Payment nor Termination Liability (each as defined in (Q) and (R) following) will be due and payable as a result of such a termination. Termination of this Option 49 shall result in termination of Option 50 of FCC11 and Option 24 of FCC14. If (x)
neither the customer nor the Telephone Company terminates Option 49, (x)
the existing terms and conditions of this Option 49, Option 50 of
FCC11 and Option 24 of FCC14 shall continue to apply. (N)(x)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits

At the conclusion of each year of the Service Period, the customer is eligible to receive an **ARC Billing Credit** and an **ARC+ Billing Credit,** depending on the actual ARC/ARC+ for Qualifying Services achieved, and subject to an annual true-up to account for amounts paid as quarterly billing credits (**Quarterly Billing Credits** and together with the ARC Billing Credit and the ARC+ Billing Credit, **Billing Credits**) during such year of the Service Period with respect to the ARC Billing Credit and ARC+ Billing Credit.

(1) Calculation of the ARC Level

(a) For the first year of the Service Period, the Telephone Company shall calculate the total ARC for Qualifying Services and determine the ARC Level as follows:

(1) The Telephone Company will determine the amount of the customer's MRCs which have been paid in full for the Qualifying Services during the last three (3) months immediately prior to the commencement of the Service Period, in accordance with the terms and condition set forth in this Option 49, including (E)(1), (E)(2), (F)(1) and (F)(2) preceding.

(2) The Telephone Company will then multiply that amount by four (4).

(3) The Telephone Company will determine which ARC Level the customer falls into as set forth in Table 1 of (K)(3) following.

(4) The Floor of the ARC Level in which such amount falls will be the **ARC.** (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(1) Calculation of the ARC Level (Cont'd)

(b) Subject to the right of the customer to terminate Option 49 as set forth in (P) following, in years two (2) through eight (8) of the Service Period, within thirty (30) days after the end of the previous year of the Service Period, the Telephone Company will provide an estimate of the ARC/ARC+ for Qualifying Services achieved by the customer for the previous year of the Service Period. The customer shall select the ARC Level in writing by no later than thirty (30) calendar days after the Telephone Company provides its estimate as set forth preceding, consistent with the following:

(1) The customer shall select either the ARC Level from the previous year of the Service Period; or the customer may increase the ARC Level to a higher ARC Level provided its MRCs which have been paid in full for Qualifying Services for the previous year, or for the last three (3) months of the previous year of the Service Period multiplied by four (4), in each case based upon the estimate provided by the Telephone Company to the customer as set forth in this Section (K)(1)(b), fall within the range of such ARC Level.

(2) The ARC Level selected by the customer may increase from one year of the Service Period to the next; however the ARC Level may not be decreased during the Service Period.

(3) If the customer does not notify the Telephone Company of it choice, the Telephone Company will place the customer in the ARC Level from the previous year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(2) Quarterly Billing Credit Calculation

(a) At the end of the first three quarterly periods during each year of the Service Period, the Telephone Company shall determine the MRCs which have been paid in full by the customer during such quarterly period (**Achieved Quarterly Revenue**). The Telephone Company will also develop a quarterly ARC by dividing the ARC by four (4) (**Prorated Quarterly ARC**). The Telephone Company will then compare the Achieved Quarterly Revenue to the Prorated Quarterly ARC and also determine whether the customer has complied with the Annual Grooms Restriction described in Section (N) following, as prorated for such three month period (i.e., less than three hundred fifteen [315 = 1260/4] total Special Access DS1 and DS3 service grooms of which no more than fifteen [15 = 60/4] were Special Access DS3 services during such three month period). If the Achieved Quarterly Revenue during the three month period is less than the Prorated Quarterly ARC, or if the customer has not complied with the Annual Grooms Restriction, as prorated for such three month period, then the customer will not receive any Quarterly Billing Credits for that particular three month period (without prejudice to the customer's ability to receive such Billing Credits as part of the Annual True-Up Payment if the customer satisfies the Annual Grooms Restriction, for the applicable year of the Service Period). If the customer has complied with the Annual Grooms Restriction, as prorated for such three (3) month period, and has met or achieved the Prorated Quarterly ARC, then the customer will be eligible to receive a Quarterly Billing Credit for that three month period with respect to the ARC Billing Credit equal to one quarter of the ARC Billing Credit for which the customer would be eligible to receive for the applicable year of the Service Period if the Achieved Quarterly Revenue was multiplied by four (4). (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(2) Quarterly Billing Credit Calculation (Cont'd)

(a) (Cont'd)

Illustrative Example:

(i) Assume the customer's MRCs for Qualifying Services during each of the last three full months immediately prior to the commencement of the Service Period equals $20M. The Telephone Company will then multiply the total for that three month period ($60M) by 4 ($60M X 4 = $240M). The customer's ARC Level for year one of the Service Period will be Level 2. If the MRCs which have been paid in full by the customer during year one of the Service Period meet or exceed $225M, subject to this Option 49, the customer will receive the Level 2 credit of $10M.

(ii) Assume the Achieved Quarterly Revenue during each of the first three quarterly periods during year one of the Service Period is $60M, and the customer groomed in aggregate three hundred and eleven (311) Special Access DS1 and DS3 services of which twelve (12) were DS3 services, during each of those three quarterly periods. For each of the first three quarterly periods during year one of the Service Period, the Achieved Quarterly Revenue ($60M) would be greater than the Prorated Quarterly ARC ($56.25M = $225M/4), and the customer would have complied with the Annual Grooms Restriction, as prorated for such three month period (i.e., less than three hundred fifteen (315) total Special Access DS1 and DS3 service grooms of which no more than fifteen (15) were DS3 services during each quarterly period).

(iii) The customer would then have been eligible to receive a Quarterly Billing Credit with respect to the ARC Billing Credit of $2.5M for each of the first three quarterly periods ($2.5M = $10M ARC Billing Credit for ARC Level 2 divided by four (4)) during year one of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(2) Quarterly Billing Credit Calculation (Cont'd)

(b) Additionally, if the customer is eligible to receive a Quarterly Billing Credit for any three month period with respect to the ARC Billing Credit, the Telephone Company will multiply the Achieved Quarterly Revenue by four (4) to determine what, if any, ARC+ Billing Credit the customer would be entitled to receive on an annualized basis using the methodology set forth in (K)(4) following. If the customer would be eligible to receive an ARC+ Billing Credit on an annualized basis, the customer will be eligible to receive a Quarterly Billing Credit with respect to the ARC+ Billing Credit equal to one quarter of such annualized credit.

Illustrative example which continues the example provided in Section (K)(2)(a) preceding:

(iv) The customer's Achieved Quarterly Revenue multiplied by four (4) equals $240M [$60M*4].

(v) Based upon the customer being in ARC Level 2 for year one of the Service Period, the customer would be eligible to receive an annualized ARC+ Billing Credit based upon the methodology set forth in (K)(4) following calculated as follows: The ARC+ would equal the Achieved Quarterly Revenue multiplied by four (4) minus the ARC [$15M = [($60M*4) - $225M)]].

(vi) $15M would place the customer below the minimum set forth in ARC+ Level 1 of ARC Level 2 necessary to receive any annualized ARC+ Billing Credit, and the customer would therefore not receive any Quarterly Billing Credit with respect to the ARC+ Billing Credit for any of the first three quarterly periods of year one of the Service Period.

(3) Calculation of ARC Billing Credit

At the conclusion of each year of the Service Period, subject to an annual true-up to account for amounts paid as Quarterly Billing Credits with respect to the ARC Billing Credit, the customer is eligible to receive an ARC Billing Credit if the MRC amounts which have been paid in full by the customer for the applicable year of the Service Period meet or exceed the ARC (subject to any reductions and adjustments as set forth herein) then in effect. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(3) Calculation of ARC Billing Credit (Cont'd)

Table 1: ARC Billing Credit Matrix

ARC Level	Floor	Ceiling	ARC Billing Credit
1	$155,000,000	$224,999,999	$ 3,500,000
2	$225,000,000	$324,999,999	$10,000,000
3	$325,000,000	$424,999,999	$16,500,000
4	$425,000,000	None	$23,000,000

The following illustrative example continues the example provided in (K)(2)(b) preceding:

(vii) Assume the customer's MRCs for Qualifying Services during the last quarter of year one of the Service Period were $90M, resulting in MRC amounts paid in full by the customer during year one of the Service Period of $270M, making the customer eligible to receive the Level 2 ARC Billing Credit of $10M with respect to year one of the Service Period.

(viii) In year two of the Service Period, the customer must notify the Telephone Company in writing and in accordance with this Section (K)(3) as to whether it is going to continue with the Level 2 ARC or change to the Level 3 ARC, based upon multiplying the MRCs paid in full for Qualifying Services for the last three (3) months of the previous year of the Service Period ($90M) by four (4) = $360M. If the customer does not notify the Telephone Company of its choice, the Telephone Company will place the customer in the ARC Level from the previous year of the Service Period (in this example ARC Level 2).

(ix) Assume the MRC amounts which have been paid in full by the customer during year two of the Service Period are $365M. If the customer elected to retain the Level 2 ARC, it will receive the Level 2 ARC Billing Credit of $10M. If the customer elected to select the Level 3 ARC, it will receive the Level 3 ARC Billing Credit of $16.5M. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(4) Calculation of the ARC+ Billing Credit

At the conclusion of each year during the Service Period, subject to an annual true-up to account for amounts paid as Quarterly Billing Credits with respect to the ARC+ Billing Credit, the customer is eligible to receive an ARC+ Billing Credit if the MRC amounts which have been paid in full by the customer for the applicable year of the Service Period minus the ARC exceed the Floor of the applicable ARC+ Level (subject to any reductions and adjustments as set forth herein) for the ARC Level then in effect.

(a) The Telephone Company will establish the customer's ARC Level as determined in (K)(1) preceding.

(b) The Telephone Company will determine the MRC amounts which have been paid in full by the customer during the applicable year of the Service Period for Qualifying Services as determined in (K)(1) preceding, and then subtract from such amount the ARC in effect for the applicable year of the Service Period (the resulting amount, the **ARC+**).

(c) The Telephone Company will determine which ARC+ Level of Table 2 following, if any, the customer's ARC+ falls into based upon the applicable ARC Level then in effect.

(d) If the customer's ARC+ exceeds the Floor for the applicable ARC+ Level for the ARC Level then in effect, the customer shall be eligible to receive the applicable ARC+ Billing Credit set forth in Table 2 following. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(4) Calculation of the ARC+ Billing Credit (Cont'd)

(d) (Cont'd)

Table 2: ARC+ Billing Credit Matrix

ARC Level	ARC+ Level	Floor	Ceiling	ARC+ Billing Credit
1	1	$20,000,000	$39,999,999	$ 500,000
	2	$40,000,000	$59,999,999	$1,000,000
	3	$60,000,000	$79,999,999	$1,500,000
	4	$80,000,000	None	$2,000,000
2	1	$20,000,000	$39,999,999	$1,500,000
	2	$40,000,000	$59,999,999	$2,750,000
	3	$60,000,000	$79,999,999	$4,000,000
	4	$80,000,000	None	$5,250,000
3	1	$20,000,000	$39,999,999	$1,500,000
	2	$40,000,000	$59,999,999	$3,000,000
	3	$60,000,000	$79,999,999	$4,500,000
	4	$80,000,000	None	$6,000,000
4	1	$20,000,000	$39,999,999	$2,000,000
	2	$40,000,000	$59,999,999	$4,000,000
	3	$60,000,000	$79,999,999	$6,000,000
	4	$80,000,000	None	$8,000,000

The following illustrative example continues the example provided in (K)(3) preceding.

(x) Assume the MRC amounts which have been paid in full by the customer during year one of the Service Period are $270M and the customer was in ARC Level 2 (ARC of $225M). In addition to the ARC Billing Credit of $10M, the customer will be eligible to receive the ARC+ Billing Credit calculated as follows:

(xi) The ARC+ is $45M ($270M - $225M). The customer's ARC+ will be in ARC+ Level 2 of ARC Level 2.

(xii) The ARC+ Billing Credit = $2.75M (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(5) Annual True-Up Credit Calculation

Within sixty (60) days after the end of each year of the Service Period, the Telephone Company will perform an annual true-up to determine the ARC/ARC+ for Qualifying Services achieved and whether any additional credits are due to the customer with respect to the ARC Billing Credit and ARC+ Billing Credit, or if the customer is required to refund to the Telephone Company amounts previously paid as Quarterly Billing Credits with respect to the ARC Billing Credit and ARC+ Billing Credit. The Telephone Company will first determine whether the customer has complied with the Annual Grooms Restriction. If the customer has not complied with the Annual Grooms Restriction, then the customer will not be eligible for any additional credits with respect to the ARC Billing Credit and ARC+ Billing Credit for that year of the Service Period and shall be required to refund any amounts paid as Quarterly Billing Credits with respect to the ARC Billing Credit and ARC+ Billing Credit during that year of the Service Period, as described in (M)(3) following. If the customer has complied with the Annual Grooms Restriction, then the customer may be eligible to receive additional credits with respect to the ARC Billing Credit and ARC+ Billing Credit. In order to determine whether any additional credits are due with respect to the ARC Billing Credit and ARC+ Billing Credit, the Telephone Company will first determine the aggregate ARC Billing Credit and ARC+ Billing Credit due with respect to the applicable year of the Service Period. The Telephone Company will then determine what, if any, Quarterly Billing Credits were paid with respect to the first three quarterly periods of the applicable year of the Service Period with respect to the ARC Billing Credit and ARC+ Billing Credit. If the aggregate Quarterly Billing Credits that have been paid with respect to the applicable year of the Service Period are less than the aggregate ARC Billing Credit and ARC+ Billing Credit due to the customer with respect to such year, the Telephone Company shall credit the difference (**Annual True-Up Payment**) as provided in (M)(2) following. If the aggregate Quarterly Billing Credits that have been paid with respect to the applicable year of the Service Period are greater than the aggregate ARC Billing Credit and ARC+ Billing Credit due to the customer with respect to such year, the Telephone Company shall bill the difference as provided in (M)(3) following. Upon completion of the true-up, the Telephone Company will notify the customer in writing of its determination of the ARC/ARC+ for Qualifying Services achieved by the customer. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(5) Annual True-Up Credit Calculation (Cont'd)

The following illustrative example continues the example provided in (K)(4) preceding.

(xiii) Based upon the calculations set forth in (K)(2)(a) and (K)(2)(b) preceding, the customer was paid $7.5M in Quarterly Billing Credits with respect to the ARC Billing Credit and $0M with respect to the ARC+ Billing Credit for year one of the Service Period.

(xiv) The customer is eligible to receive an ARC Billing Credit of $10M (see calculation in (K)(3) preceding) and an ARC+ Billing Credit of $2.75M (see calculation in (K)(4) preceding).

(xv) The aggregate Quarterly Billing Credits paid equal $7.5M ($7.5M + $0M) and the aggregate ARC Billing Credit and ARC+ Billing Credit due to the customer with respect to year one of the Service Period equals $12.75M ($10M + $2.75M).

(xvi) The Telephone Company shall therefore credit the customer an additional $5.25M as an Annual True-Up Payment as provided in (M)(2) following.

(6) Calculation of the FTTC Credit and COW & COLT Credit

(a) FTTC Credit

After the conclusion of each three (3) month period during the Service Period, the customer is eligible to receive a **FTTC Credit** in an amount equal to the lesser of (i) any unapplied FTTC Credit the customer is eligible to receive as set forth in Table 3 following (as it may have been increased pursuant to (K)(6)(a)(3) following), and (ii) the aggregate non-standard premises charges (**NSP**) billed with respect to provisioning Special Access DS1 or DS3 services to cell sites in the operating territories of this tariff and FCC11 during the three (3) month period just ended. The Telephone Company will calculate the FTTC Credit as follows: (x) (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(6) Calculation of the FTTC Credit and COW & COLT Credit (Cont'd)

(a) FTTC Credit (Cont'd)

(1) The Telephone Company or the customer, as applicable, will establish the customer's ARC Level as determined in (K)(1) preceding.

(2) With respect to year one of the Service Period, the customer shall be eligible to receive the Base Annual FTTC Credit as set forth in Table 3 following corresponding to the customer's ARC Level for year one of the Service Period.

(3) With respect to years two (2) through eight (8) of the Service Period, the customer shall be eligible to receive the Base Annual FTTC Credit set forth in Table 3 following for the ARC Level in effect for each such year plus the product of (i) such Base Annual FTTC Credit and (ii) the percentage, if any, by which the MRCs which have been paid in full for Qualifying Services by the customer in respect of the preceding year of the Service Period exceeds the ARC in effect for the previous year of the Service Period.

Within thirty (30) calendar days of the end of each three month period during the Service Period, the Telephone Company, with the customer's input as required, will determine the FTTC Credit earned as a result of the aggregate NSP charges billed to the customer in respect of provisioning Special Access DS1s or DS3s to cell sites during the previous three months. The Telephone Company will apply any FTTC Credit earned to the customer's bill within sixty (60) calendar days after the end of each three month period consistent with this Section (K)(6).

Table 3: FTTC Credit Matrix

ARC Level	Base Annual FTTC Credit
1	$ 250,000
2	$ 500,000
3	$ 750,000
4	$1,000,000

(N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(K) Calculation of ARC, ARC+ and Billing Credits (Cont'd)

(6) Calculation of the FTTC Credit and COW & COLT Credit (Cont'd)

(b) COW & COLT Credit

At the conclusion of each year of the Service Period, the customer is eligible to receive a Cell on Wheels (**COW**) & Cell on Light Truck (**COLT**) Credit (**COW & COLT Credit**) in an amount equal to the lesser of (i) $750,000 or (ii) the aggregate minimum period charges billed as a result of disconnecting Special Access DS1 services directly and solely serving COWs and COLTs purchased out of this tariff, FCC11, FCC14 and FCC16. Within thirty (30) calendar days of the end of each year of the Service Period, the Telephone Company, with the customer's input as required, will determine the COW & COLT Credit earned as a result of disconnecting COWs and COLTS prior to the twelve (12) month minimum period required under the NDP. The Telephone Company will apply any COW & COLT Credit earned to the customer's bill within sixty (60) calendar days after the end of each year of the Service Period consistent with this Section (K)(6)(b). (x)

(c) In no event will the combined FTTC Credit and COW & COLT Credit provided by the Telephone Company exceed $3M for any year of the Service Period.

Illustrative Example:

(i) Assume the customer's ARC is $225M. This is Level 2 ARC. For year one of the Service Period, the customer shall be eligible to receive an FTTC Credit of up to $500,000 based upon the ARC Level in effect. In addition, the customer shall be eligible to receive a COW & COLT Credit of up to $750,000.

(ii) For year two, the customer exceeds the ARC from the previous year by thirty percent (30%) and remains in ARC Level 2. The Base Annual FTTC Credit is $500,000.

(iii) The customer is eligible to receive an FTTC Credit for year two of the Service Period of up to $500,000 + ($500,000 X .30) = $650,000, based upon the ARC Level in effect and the percentage by which the actual MRCs which have been paid in full for year one of the Service Period exceed the ARC for year one of the Service Period. In addition, the customer shall be eligible to receive a COW & COLT Credit of up to $750,000. (N)

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(L) Disputes

In calculating the Billing Credits, FTTC Credit and COW & COLT Credit, all of the following requirements shall apply:

(1) Subject to (L)(4) following, the Telephone Company shall not include in the calculation of the Billing Credits any Disputed Charges remaining as of the thirtieth (30^{th}) calendar day following the end of each quarter or year, as applicable, of the Service Period.

(2) For the purpose of calculating the Billing Credits, the Telephone Company shall not include in MRCs any credits or debits for Service(s) provided during any periods prior to the Service Period (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company).

(3) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to the BAN, circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(L) Disputes (Cont'd)

(4) One hundred eighty (180) days after the end of each year of the Service Period, the Telephone Company shall do a one-time recalculation of the ARC/ARC+ for Qualifying Services, taking into account additional amounts that may have been paid in full (e.g., amounts that were previously Disputed Charges) in respect of the Qualifying Services for that year of the Service Period in accordance with the terms of this Option 49. If, as a result of this recalculation, the Telephone Company determines, and the customer agrees, that the customer was provided a Billing Credit, FTTC Credit, or COW & COLT Credit it should not have been provided, or is entitled to a different Billing Credit, FTTC Credit, or COW & COLT Credit than the amounts determined in (K)(5) and (K)(6) preceding, the Telephone Company will make the necessary credit or debit on the same BANs to which the applicable Quarterly Billing Credit was provided, or the necessary credit or debit on the same BANs to which the applicable FTTC Credit or COW & COLT Credit was provided, in each case by no later than sixty (60) days after the date of such determination.

(5) Beyond one hundred eighty (180) days after the end of each year during the Service Period, the customer may continue to submit claims to the Telephone Company with regard to MRCs for the Qualifying Services billed by the Telephone Company during each year of the Service Period, and the Telephone Company may continue to bill the customer with regard to MRCs for the Qualifying Services during that year.

(6) After payment of the Billing Credits, FTTC Credit, and COW & COLT Credit, including any adjustment that may occur as set forth in accordance with (L)(4) preceding, the customer and the Telephone Company shall continue to negotiate and resolve all Disputed Charges.

(7) Upon resolution of any such disputes remaining or raised more than one hundred eighty (180) days after the end of each year of the Service Period, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credits, FTTC Credit, COW & COLT Credit, or the ARC/ARC+ for Qualifying Services, and the same shall apply regardless of the outcome of any Disputed Charges, nor shall there be any adjustment to the Billing Credits, FTTC Credit, COW & COLT Credit or the ARC/ARC+ for Qualifying Services as a result of any amounts billed by the Telephone Company to the customer and paid in full more than one hundred eighty (180) days after the end of the applicable year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(L) Disputes (Cont'd)

(8) The Annual True-Up and final Billing Credits, FTTC Credit, and COW & COLT Credit, as determined by the Telephone Company and agreed to by the customer, are not subject to dispute; provided, however, that the foregoing prohibition against disputing the Billing Credit, FTTC Credit, or COW & COLT Credit shall not be deemed to apply in a situation where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon Billing Credit.

(9) The amount of the Billing Credits, FTTC Credit, and COW & COLT Credit shall in no event be subject to any late payment, interest or penalty as set forth in Section 2.4.1 preceding.

(M) Timing of Payment of Billing Credits, FTTC Credit, and COW & COLT Credit

The Telephone Company shall credit the customer's BANs with the applicable Quarterly Billing Credits, Annual True-Up Payment with respect to the ARC Billing Credit and/or ARC+ Billing Credit, FTTC Credit, and COW & COLT Credit as determined in accordance with the terms of this Option 49. The Quarterly Billing Credits, Annual True-Up Payment with respect to the ARC Billing Credit and/or ARC+ Billing Credit, FTTC Credit, and COW and COLT Credit will be provided only in MSAs that have achieved Phase I and Phase II pricing flexibility under this tariff, FCC11 and FCC14. (x)

(1) If the customer is eligible for a Quarterly Billing Credit with respect to any of the first three quarterly periods of each year of the Service Period, the applicable Quarterly Billing Credit will be credited to the customer's account by no later than sixty (60) days after the end of the applicable quarterly period of the applicable year of the Service Period, subject to the terms of this Option 49. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(M) Timing of Payment of Billing Credits, FTTC Credit, and COW & COLT Credit (Cont'd)

(2) After the completion of the Annual True-Up, if the customer is eligible for an Annual True-Up Payment with respect to the ARC Billing Credit and/or ARC+ Billing Credit with respect to any year of the Service Period, the Annual True-Up Payment with respect to the ARC Billing Credit and/or ARC+ Billing Credit will be credited to the customer's account no later than sixty (60) days after the completion of the Annual True-Up for the applicable year of the Service Period, subject to the terms of this Option 49.

(3) After the completion of the Annual True-Up, if the customer is required to refund any or all of the Quarterly Billing Credits or FTTC Credit paid in respect of any or all of the first three quarterly periods of the applicable year of the Service Period, the Telephone Company will bill such amount to the customer's account on the same BANs to which the applicable Quarterly Billing Credits or FTTC Credit were provided by no later than sixty (60) days after the completion of the Annual True-Up for the applicable year of the Service Period, subject to the terms of this Option 49.

(4) If the customer is eligible for an FTTC Credit, the FTTC Credit will be credited to the customer's account no later than sixty (60) days after the end of the applicable three month period, subject to the terms of this Option 49.

(5) If the customer is eligible for a COW & COLT Credit, the COW & COLT Credit will be credited to the customer's account no later than sixty (60) days after the completion of the Annual True-Up. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(N) Network Grooms Restriction

The customer will not be eligible for any Billing Credits, FTTC Credit, or COW and COLT Credit if the customer grooms more than one-thousand two-hundred and sixty (1260) Special Access DS1 and/or DS3 services that are used for the provisioning of Qualifying Services, of which number may include no more than sixty (60) DS3 services. (**Annual Grooms Restriction**).

(1) For the purposes of this Option 49, a groom shall mean the retermination of a Special Access Service circuit from its original installation location to another location in the same Telephone Company central office or in another Telephone Company central office. Notwithstanding the foregoing, the customer will be eligible for the Billing Credits, FTTC Credit, and COW & COLT Credit in each year of the Service Period so long as during such year of the Service Period, the Annual Grooms Restriction is satisfied based upon aggregating all Special Access Service circuit grooms that are used for the provisioning of Qualifying Services during such year of the Service Period.

(2) The Telephone Company will follow its normal business practices with respect to the number of grooms, process, speed, or completion of any grooms. Grooms of Switched Access Service circuits shall not count towards the Annual Grooms Restriction. The Telephone Company and the customer shall exercise commercially reasonable efforts to determine in advance of a network groom being implemented whether such groom will count towards the Annual Grooms Restriction, in accordance with methods and procedures to be adopted by the Telephone Company and the customer. Additionally, the customer shall identify all circuits which it believes should not be counted towards the Annual Grooms Restriction by no later than thirty (30) calendar days after the end of the applicable quarter and year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(N) Network Grooms Restriction (Cont'd)

(3) The following types of network grooms shall not count towards the Annual Grooms Restriction and shall be performed by the Telephone Company in accordance with its normal business practices. In addition, the customer shall remain responsible for all other customary charges associated with such moves or terminations (i.e., Retermination charges and non-recurring charges) consistent with this tariff, FCC11, FCC14 and FCC16. (x)

(a) Optimization Grooms

Grooms that are initiated and completed solely on the Telephone Company network for customer's efficient utilization of Telephone Company facilities (e.g., movement from copper-based facilities to fiber-based facilities serving the same cell site, cell site re-homes from one mobile switching center (**MSC**) to another MSC and/or from one multiplexing hub to another multiplexing hub, activities associated with the implementation of a new MSC, and upgrades as described in (O) following or of DS1s and DS3s, in each case solely on the Telephone Company network).

(b) Telephone Company Initiated Grooms

Any groom initiated by the Telephone Company shall not count towards the Annual Grooms Restriction.

(c) Maintenance Grooms

A circuit that is identified as a Maintenance Groom (as defined below) by the customer, and accepted by the Telephone Company as a Maintenance Groom, shall not count towards the Annual Grooms Restriction. A Maintenance Groom shall mean a groom initiated and completed as a direct result of the original circuit experiencing service failures, where the grooming corrects such problems.

(d) Grooms of Less Than a DS1 Level

Any circuit that is at a bandwidth less than a DS1 shall not count towards the Annual Grooms Restriction.

(e) Force Majeure Grooms

Grooms that are necessitated by any Force Majeure condition (e.g., act of God; fire; flood; shortages or unavailability of facilities, equipment, software, or other materials; lack of or delay in transportation; laws, rules, regulations or restrictions; war, acts of terrorism, civil disorder, strikes, or other labor disputes). (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(O) MRC Credits for Service Upgrades

If the customer upgrades any Qualifying Services, in accordance with the NDP requirements for upgrades as set forth in Section 25.3.7(H)(2) following of this tariff, Section 25.2.7(H)(2) of (x)
FCC11, Section 23.1.7(H)(2) of FCC14, or Section 22.1.7(H)(2) of (x)
FCC16, to a Telephone Company provided Dedicated fiber transport with network interface device service, switched Ethernet service, Ethernet Transport and Aggregation (ETAG) Service, Ethernet private line service, dedicated SONET ring service, DWDM ring service, SONET entrance facility service, or point-to-point SONET service, during any year of the Service Period, the Telephone Company will continue to count fifty percent (50%) of the MRC amounts which were billing in the month immediately prior to the upgrade with respect to such Qualifying Services, multiplied by twelve (12), in the calculation of the actual ARC/ARC+ for Qualifying Services achieved by the customer for any year in which the replacement service remains in service for the entire year of the Service Period. For the year in which the Qualifying Service was replaced, the Telephone Company shall count fifty percent (50%) of the MRC amounts which were billing in the month immediately prior to the upgrade in respect of such Qualifying Services, multiplied by the number of billing cycles left in the applicable year of the Service Period, in the calculation of the actual ARC/ARC+ for Qualifying Services achieved by the customer for the applicable year of the Service Period as long as the replacement service remains in service through the end of the applicable year of the Service Period. The customer is responsible for identifying in writing in accordance with the notice provisions in this Option 49 and the upgrade provisions as set forth in Section 25.3.7(H)(2)(g) following of this tariff, Section 25.2.7(H)(2)(g) of FCC11, Section (x)
23.1.7(H)(2)(g) of FCC14, or Section 22.1.7(H)(2)(g) of FCC16, any (x)
upgraded circuits that qualify as set forth preceding in this Section (O). (N)

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(O) MRC Credits for Service Upgrades (Cont'd)

Illustrative Example:

(i) The customer identifies $6M of MRCs for the month prior to the upgrade of DS1 and DS3 services upgraded to Telephone Company provided DSR Services in year two of the Service Period.

(ii) The DS1 and DS3 Qualifying Services cease billing in month eight (8) of year two of the Service Period.

(iii) The Telephone Company will count $6M X 50% X 4 months remaining = $12M towards the actual ARC/ARC+ for Qualifying Services achieved in year two of the Service Period based upon the upgraded DSR Services remaining in service as of the end of year two of the Service Period.

(iv) The Telephone Company will count $6M X 50% X 12 = $36M for all remaining years of the Service Period, based upon the upgraded DSR Services remaining in service as of the end of the applicable year of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(P) Shortfall Penalty

(1) If the MRC amounts which have been paid in full by the customer during any year of the Service Period are less than the applicable ARC for that year, the customer will at its option, either pay a **Shortfall Penalty**, which will be the difference between the ARC for that year and the actual MRC amounts which have been paid in full by the customer during such year of the Service Period, in which case, subject to the terms and conditions of this Option 49, the customer shall be eligible to receive the Billing Credits associated with the ARC for that year; or (2) terminate its subscription to this Option 49, Option 50 of FCC11 and Option 24 (x)
of FCC14, subject to the payment of **Termination Liability** as set (x)
forth in (R) following. For the sole purpose of determining whether a Shortfall Penalty is due and payable, the Telephone Company will count towards the MRC amounts which have been paid in full by the customer during any year of the Service Period one hundred percent (100%), and not fifty percent (50%), of the MRCs associated with any Qualifying Services upgraded in accordance with (O) preceding, so long as such upgraded service(s) remains in service as of the end of the applicable year of the Service Period.

(2) The Telephone Company shall notify the customer that a Shortfall Penalty is due and payable no later than one hundred eighty (180) calendar days after the end of each year of the Service Period. The customer will have thirty (30) calendar days from the date of such notice to decide and notify the Telephone Company as to whether it wants to pay the Shortfall Penalty or terminate its subscription to this Option 49, Option 50 of FCC11 and Option 24 (x)
of FCC14. If the customer notifies the Telephone Company that it (x)
intends to pay the Shortfall Penalty, the Telephone Company shall bill the Shortfall Penalty, and the customer shall pay the Shortfall Penalty within thirty (30) days of receipt of the bill. (N)

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(Q) Telephone Company Buyout

The Telephone Company has the option, upon completion of the determination of the actual ARC/ARC+ for Qualifying Services achieved by the customer with respect to any year of the Service Period, and upon providing thirty (30) calendar days written notice to the customer in accordance with the notice provision set forth in this Option 49, to terminate the customer's subscription to this Option 49, Option 50 of FCC11, and Option 24 of FCC14. If the (x)
Telephone Company exercises this buyout option, the Telephone Company shall pay to the customer, within sixty (60) calendar days of the date of the notice exercising this option, an amount equal to any Billing Credits due and payable with respect to the year of the Service Period just ended plus $500,000 multiplied by the number of years left in the Service Period (**Buyout Payment**).

Illustrative Example:

(i) Assume the customer is owed $10M in Billing Credits for year 3 of the Service Period.

(ii) Assume five years are remaining in Service Period.

(iii) At the end of year three, the Telephone Company decides to exercise its buyout option.

(iv) The Telephone Company owes the customer a buyout payment equal to $10M + ($500,000 X 5) = $12.5M.

(R) Termination Liability

(1) Subject to the terms set forth in this Section (R), the customer may terminate its subscription to this Option 49, Option 50 of (x)
FCC11 and Option 24 of FCC14 at any time during the Service (x)
Period. The customer must provide written notice of termination at least thirty (30) days prior to the requested date of termination of this Option 49, Option 50 of FCC11 and Option 24 (x)
of FCC14. Termination of less than all of the Contract Tariffs (x)
(i.e., terminations of the contract option under this tariff, FCC11 or FCC14) shall be deemed to be an automatic termination (x)
of all Contract Tariffs. If the customer terminates this Option 49, Option 50 of FCC11 or Option 24 of FCC14 at any time during (x)
the Service Period, the customer will not be entitled to the payment of any Billing Credits, FTTC Credit, or COW & COLT Credit, pro rated or otherwise, after the termination date. All obligations under this tariff, FCC11, FCC14, and FCC16 with (x)
respect to the Qualifying Services shall continue to apply. (N)

(x) Issued under authority of Special Permission No. 08-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.50 Contract Tariff Option 49 (Cont'd) (N)

(R) Termination Liability (Cont'd)

(2) In addition, the customer will be liable for payment of **Termination Liability** equal to the product of (a) the **Termination Liability Percentage** applicable to the year of the Service Period in which the termination occurs as set forth in Table 4 following, and (b) the sum of all Billing Credits, FTTC Credits, and COW & COLT Credits paid during the Service Period from January 31, 2008 through and including the date of termination. The Termination Liability payment will be due and payable by the customer to the Telephone Company no later than sixty (60) days after the termination date.

Table 4: Termination Liability Percentage Matrix

Year of Service Period	Termination Liability Percentage
1	100%
2	90%
3	80%
4	60%
5	40%
6	30%
7	20%
8	10% (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (N)

(A) Scope

Contract Tariff Option 50 (**Option 50**) provides certain discounts and Billing Credits on Special Access High Capacity 1.544 Mbps (DS1) and 44.736 Mbps (DS3) Channel Mileage Rate Elements (as further defined in (B)(4) following) when the customer maintains a certain minimum number of DS1 and DS3 Transport Miles as defined herein.

Contract Tariff Option 50 also provides additional discounts and Billing Credits upon the conversion by the customer of a minimum of seventy five percent (75%) of the number of in-service DS1 unbundled loops as of July 18, 2008 to Special Access Service DS1 channel terminations and conversion of seventy five percent (75%) of the number of in-service DS1 unbundled transport miles as of July 18, 2008 to Special Access Service DS1 Transport Miles (as further defined in (B)(7) following). In consideration for this additional discount and Billing Credit, the customer must maintain a certain minimum number of Special Access Service DS1 channel terminations and DS1 Transport Miles.

(B) Specific Terms

Unless otherwise defined in this Option 50, the following terms are used in this Option 50.

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the Services covered by this Option 50.

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits (if any) to the customer.

(3) **Billing Credit** shall mean collectively the amounts (if any) provided to the customer as a Transport Credit and/or UNE Conversion Credit on its monthly bill at the end of each Quarter during the Service Period based on the applicable discounts on the specific Services (as set forth in Sections (H) and (I) following) offered to the customer pursuant to this Option 50. Calculation of the applicable Billing Credits is described in Sections (H) and (I) following. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(4) **Channel Mileage Rate Elements** shall mean the following:

(a) the Switched Access Service direct trunked transport rate elements, as such rate elements are described more particularly in Section 6.1.2(A)(2) preceding of this tariff, Section 6.1.3(A) of Tariff F.C.C. No. 11 (**FCC11**), Section 4.2.3(C) of Tariff F.C.C. No. 14 (**FCC14**), and Section 6.5.2(C) of Tariff F.C.C. No. 16 (**FCC16**); and (x) (x)

(b) the Special Access Service channel mileage rate element, as such rate elements are described more particularly in Section 7.1.2(B) preceding of this tariff, and Section 7.1.2(B) of FCC11; and (x) (x)

(c) the Special Access Service special transport rate elements as such rate elements are described more particularly in Section 5.1.1(B) of FCC14 (excluding MetroLAN transport); and (x) (x)

(d) the Special Access Service circuit mileage rate elements as such rate elements are described more particularly in Section 7.2.1(B) of FCC16 (excluding MetroLAN transport). (x) (x)

(5) **Channel Termination Rate Elements** shall mean the following:

(a) the Special Access Service channel termination rate elements as such rate elements are more particularly described in Section 7.1.2(A) preceding of this tariff, and Section 7.1.2(A) of FCC11; and (x) (x)

(b) the Special Access Service Special Access Line (**SAL**) rate elements, as such rate elements are described more particularly in Section 5.1.1(C) of FCC14; and (x)

(c) the Special Access Service circuit termination rate elements as such rate elements are described more particularly in Section 7.2.1(A) of FCC16. (N) (x)

(x) Issued under authority of Special Permission No. 08-016 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (N)

(B) Specific Terms (Cont'd)

(6) **DS1 and DS3 Transport Miles** shall mean the sum of the DS1 Transport Miles and the DS3 Transport Miles.

(7) **DS1 Transport Miles** shall mean the aggregate number of miles billed by the Telephone Company to the customer for the Channel Mileage Rate Elements provided over DS1 high capacity facilities during each month of the Service Period provided pursuant to this tariff, FCC11, FCC14 and FCC16, and which miles are not subject to dispute by the customer. If the customer disputes the billing of any mileage for the Channel Mileage Rate Elements (e.g., number of miles billed or monthly recurring charges for a circuit is incorrect) provided over DS1 high capacity facilities, then such miles shall not be included in the calculation of DS1 Transport Miles. Unless error can be demonstrated by the customer, the Telephone Company's calculation of such aggregate mileage shall be deemed to be accurate. (x)

(8) **DS3 Mileage Ratio** shall mean the ratio of the number of DS3 Transport Miles divided by the number of DS1 Transport Miles.

(9) **DS3 Transport Miles** shall mean the aggregate number of miles billed by the Telephone Company to the customer for the Channel Mileage Rate Elements provided over DS3 high capacity facilities during each month of the Service Period provided pursuant to this tariff, FCC11, FCC14 and FCC16, and which miles are not subject to dispute by the customer. If the customer disputes the billing of any mileage for the Channel Mileage Rate Elements (e.g., number of miles billed or monthly recurring charges for a circuit is incorrect) provided over DS3 high capacity facilities, then such miles shall not be included in the calculation of DS3 Transport Miles. Unless error can be demonstrated by the customer, the Telephone Company's calculation of such aggregate mileage shall be deemed to be accurate. (x) (N)

(x) Issued under authority of Special Permission No. 08-016 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (N)

(B) Specific Terms (Cont'd)

(10) **Minimum DS1 and DS3 Transport Miles** shall have the meaning set forth in Section (G) following.

(11) **Minimum Special Access Quantities in Service** shall have the meaning set forth in Section (I)(4) following.

(12) **Plan Year** shall mean each of the following periods during the Service Period: (i) Plan Year 1 shall commence on the July 18, 2008 and end on May 31, 2009; and (ii) Plan Year 2 shall commence on June 1, 2009 and end on May 31, 2010.

(13) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately 90 days thereafter), except for the first (1st) Quarter of Plan Year 1 which shall commence on the July 18, 2008 and end on August 31, 2008, and shall include solely for purposes of calculating the discounts and the Billing Credits in respect of such Quarter, the months of June and July, 2008; or (ii) each consecutive 3 month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs.

(14) **Transport Credit** shall mean collectively the amounts (if any) provided to the customer as a credit on its monthly bill at the end of each Quarter during the Service Period based upon the number of DS1 and DS3 Transport Miles (as defined in (B)(6) preceding) billed by the Telephone Company to the customer on a monthly basis. Calculation of the applicable Transport Credit is described in Section (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(15) **UNE Conversion Credit** shall have the meaning set forth in Section (I) following.

(16) **UNE Qualifying Month** shall mean the month in the Service Period during which the customer meets the requirements of Section (I)(2) following.

(C) Eligibility

The customer must meet all of the criteria set forth in this Section (C) in order to be eligible to receive the rates, terms, and conditions under this Option 50.

(1) As of the July 18, 2008, the customer must have:

(a) been billed a combined total of between One Hundred Fifty Thousand (150,000) and Two Hundred Fifty Thousand (250,000) DS1 and DS3 Transport Miles during the thirty (30) calendar day period immediately preceding July 18, 2008; and

(b) A DS3 Mileage Ratio of no more than .055 for the thirty (30) calendar day period immediately preceding July 18, 2008; and

(c) A minimum two thousand five hundred (2,500) in-service DS1 unbundled loops and sixteen thousand (16,000) in-service DS1 unbundled transport miles as of July 18, 2008. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(C) Eligibility (Cont'd)

(2) The customer may not concurrently subscribe to an Alternative Tariff Arrangement which meets any of the following criteria at any time during the Service Period: (i) an Alternative Tariff Arrangement which provides a discount, credit, or other reduction in rates or terms, other than a generally available discount plan which allows for aggregation of Special Access Services across this tariff, FCC11, FCC14 and FCC16; and (ii) an (x)
Alternative Tariff Arrangement which provides discounts on Channel Mileage Rate Elements provided over DS1 or DS3 high capacity facilities. If the customer wishes to subscribe to such an Alternative Tariff Arrangement, then the customer shall not receive any Discounts and Billing Credits under this Option 50, Option 51 of FCC11, and Option 26 of FCC14, and such (x)
subscription shall be considered a termination by the customer of this Option 50, Option 51 of FCC11, and Option 26 of FCC14, (x)
subject to Section (L) following.

(3) The customer must subscribe to Option 50 by submitting a written authorization in a manner designated by the Telephone Company during the period beginning July 18, 2008 and ending August 17, 2008. Such subscription must include a list of Customer ACNA(s) which the Telephone Company agrees to, in writing, for inclusion in this Option 50.

(D) Service Period

The Service Period of this Option 50 shall commence on July 18, 2008 and end on May 31, 2010.

(E) Serving Area

The Transport Credit and UNE Conversion Credit will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. Wire centers for the Phase II MSAs are listed in (x)
Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and
Section 19.1 of FCC14. Any additions of, or changes to, the MSAs (x)
(including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and Section 19.1 of FCC14) that occur during (x)
the Service Period of this Option 50 will apply. No Billing Credits will be provided in the operating territories of FCC16. (N)(x)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(F) Services and Rate Elements Subject to this Option 50

Subject to the terms and conditions of this Option 50, the applicable Transport Credit (as described in Section (H) following) and UNE Conversion Credit (as described in Section (I) following) shall be provided on the following Services and the following rate elements:

(1) Channel Mileage Rate Elements

The applicable Transport Credit (as described in Section (H) following) shall only be based upon the per mile units and monthly recurring charges (**MRCs**) for Channel Mileage Rate Elements, net of any discounts given under existing pricing plans, if applicable, that are billed during the Service Period and that meet all of the following criteria during each month of the Service Period, and excluding Disputed Charges. For purposes of this Option 50, **Disputed Charges** shall mean MRCs billed during the Service Period, which amounts are under dispute by the customer and have been paid in full by the customer, as of the forty-fifth (45th) calendar day following the end of each Quarter of the Service Period. Amounts which have not been paid in full, as of the forty-fifth (45th) calendar day following the end of each Quarter of the Service Period (regardless of whether or not such amounts are under dispute by the customer) shall be excluded from the determination of the applicable Transport Credit. For purposes of this Option 50, **paid in full** shall mean that the customer has paid the billed amount without any offsets or reductions from the billed amount, in accordance with the terms of this tariff, FCC11, FCC14 or FCC16, as applicable: (x) (x)

(a) The Channel Mileage Rate Element must be a rate element of a service that has a Network Channel (**NC**) Code of either HC or HF (i.e., the circuit must be DS1 or DS3 bandwidth); (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(F) Services and Rate Elements Subject to this Option 50 (Cont'd)

(1) Channel Mileage Rate Elements (Cont'd)

(b) The Channel Mileage Rate Elements must be billing one of the following USOCs: 1A4YS, 1A4ZS, 1A5LX, 1A5ZS, 1J51S, 1J52S, 1J53S, 1J54S, 1L5LS, 1L5XX, 1LFMX, 1LFSX, 1T58S, 1U5PS, 1YA8S, 1YLXS, 1YTCS, 1YTDS, 1YTOS, 1YTRS, 1YTXS, 1YTYS, TRG, TRL, TRLAX, TS31X, and TS32X.

(c) The customer satisfies the requirements of maintaining the Minimum DS1 and DS3 Transport Miles as more specifically described in Section (G) following, and the requirements regarding disputes, payments, credits, and debits set forth in Section (H)(4) following.

(2) The Transport Credit is provided only on billed Channel Mileage Rate Elements that meet the requirements of this Option 50 (including any requirements set forth in Section (H) following). The following types of charges (which is an illustrative list and is not intended to be a comprehensive listing of all other charges excluded from the Transport Credit calculation) are not included in the calculation of the Transport Credit:

(a) Any non-recurring charges;

(b) Taxes, fees, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);

(c) Service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty); (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(F) Services and Rate Elements Subject to this Option 50 (Cont'd)

(2) (Cont'd)

(d) Any other billed amount related to the Services for which payment is being withheld or under dispute by the customer, subject to the terms of Section (H) following;

(e) Any debits or credits for Services rendered in prior Quarters or periods prior to July 18, 2008, subject to Section (H) following;

(f) Minimum period charges;

(g) Any Disputed Charges;

(h) Shortfall or overage charges associated with term plan true-ups;

(i) Termination liabilities; or

(j) Any other charges that are not applied on a recurring monthly basis. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(G) Minimum DS1 and DS3 Transport Miles

(1) Subject to the terms and conditions of this Option 50, including by way of example the requirement to maintain the Minimum DS1 and DS3 Transport Miles as set forth following, the customer is eligible to receive the applicable Transport Credit as described in Section (H) following.

(2) In order to receive the applicable Transport Credit (as set forth in the table in Section (H) following) in any given month of the Service Period, the customer must meet either one of the following criteria (individually and collectively referred to as **Minimum DS1 and DS3 Transport Miles**):

(a) During each month of the Service Period, the customer must maintain in-service no less than the number of DS1 and DS3 Transport Miles in-service as of July 18, 2008, and including any DS1 Transport Miles as a result of the conversion of UNEs pursuant to Section (I) following, or otherwise. If the customer satisfies this criteria, then the Telephone Company will not calculate, and the customer is not required to meet the requirements of Section (G)(2)(b) following; or

(b) During any Quarter, the customer must maintain an average of no less than the number of DS1 and DS3 Transport Miles in-service as of July 18, 2008, including any DS1 Transport Miles as a result of the conversion of UNEs pursuant to Section (I) following, or otherwise. If the customer maintains an average number of no less than the number of DS1 and DS3 Transport Miles in-service as of July 18, 2008, including any DS1 Transport Miles as a result of the conversion of UNEs pursuant to Section (I) following, or otherwise, during each month of such Quarter, but does not otherwise meet the criteria as set forth in Section (G)(2)(a) preceding (i.e., the actual DS1 and DS3 Transport Miles in a given calendar month are less than that required as set forth in this Section (G)), the customer shall still be eligible for the applicable Transport Credit as set forth in Section (H) following in respect of each of the months of the Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(G) Minimum DS1 and DS3 Transport Miles (Cont'd)

The following two illustrative examples are presented.

Example 1

During Quarter 1 of Plan Year 2, the Telephone Company calculates the customer's DS1 and DS3 Transport Miles (excluding any miles which are disputed by the customer) during each such month of Quarter 1 of Plan Year 2 as follows. Assume for purposes of this Example 1 and Example 2 following that the number of DS1 and DS3 Transport Miles in-service as of July 18, 2008, including any DS1 Transport Miles as a result of the conversion of UNEs pursuant to Section (I) following, or otherwise, is equal to 170,000:

- Month 1 - 165,000 miles, and
- Month 2 – 171,000 miles, and
- Month 3 – 172,000 miles.

Since Month 1 did not satisfy the requirements of Section (G)(2)(a) preceding (i.e., the billed DS1 and DS3 Transport Miles were less than 170,000), this results in an average number of DS1 and DS3 Transport Miles for Quarter 1 of 169,333 miles per month (i.e., an aggregate of 508,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would not receive the applicable Transport Credit (as set forth Section (H) following) in Month 1 of Quarter 1 because the customer has not satisfied either of the criteria set forth in Section (G)(2) preceding (i.e., the actual DS1 and DS3 Transport Miles in Month 1 are less than 170,000 miles, and the average monthly DS1 and DS3 Transport Miles, as measured throughout the three months of Quarter 1, is less than 170,000 miles). However, the customer would be eligible for the applicable Transport Credit (as set forth in Section (H) following) in Months 2 and 3 of Quarter 1 because the customer satisfied the Minimum DS1 and DS3 Transport Mile criteria in Section (G)(2)(a) preceding (i.e., its actual DS1 and DS3 Transport Miles for Months 2 and 3 are each at or above 170,000 miles). (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(G) Minimum DS1 and DS3 Transport Miles (Cont'd)

Example 2

During Quarter 1, the Telephone Company calculates the customer's DS1 and DS3 Transport Miles (excluding any miles which are disputed by the customer) during each such month of Quarter 1 as follows:

- Month 1 - 169,000 miles, and
- Month 2 – 175,000 miles, and
- Month 3 – 177,000 miles.

This results in an average number of DS1 and DS3 Transport Miles for Quarter 1 of 173,667 miles per month (i.e., an aggregate of 521,000 Transport Miles for Quarter 1 divided by 3 months).

Based on this information, the customer would receive the applicable Transport Credit (as set forth in Section (H) following) for each month of Quarter 1 because the customer meets the Minimum DS1 and DS3 Transport Mile criteria in Section (G)(2)(b) preceding (i.e., the average monthly DS1 and DS3 Transport Miles are greater than 170,000 miles for each month of Quarter 1).

(H) Transport Credit

(1) Subject to the terms of this Option 50, including specifically the requirement to maintain the Minimum DS1 and DS3 Transport Miles as set forth in Section (G) preceding, and the method of calculation and timing of the Transport Credit as set forth in Section (H)(2) following, the Telephone Company will apply a credit to the billing of the customer's DS1 and DS3 Channel Mileage Rate Elements. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(H) Transport Credit (Cont'd)

(2) Calculation of Transport Credit

At the end of each month during the Service Period, the Telephone Company will calculate the Transport Credit as follows:

(Step 1) The aggregate DS1 and DS3 Transport Miles billed to the customer for the Channel Mileage Rate Elements will be calculated.

(Step 2) Based upon the DS1 and DS3 Transport Miles calculated in Step 1, the highest discount tier that the customer has achieved for the month will be identified from Table 1 following.

(Step 3) The discount percentage associated with the highest discount tier achieved (from Step 2) will then be multiplied times the total billed MRCs (less any Disputed Charges) for the month associated with the DS1 and DS3 Channel Mileage Rate Elements as described in Section (F)(1) preceding.

Table 1: Transport Credit Table

Discount Tier	Minimum Mileage (In miles)	Maximum Mileage (In miles)	Discount Percentage
1	150,000	160,000	7.05%
2	160,001	170,000	7.20%
3	170,001	175,000	7.50%
4	175,001	180,000	7.70%
5	180,001	185,000	8.05%
6	185,001	190,000	8.40%
7	190,001	195,000	8.85%
8	195,001	200,000	9.35%
9	200,001	205,000	9.90%
10	205,001	210,000	10.45%
11	210,001	215,000	11.05%
12	215,001	+	11.65%

(N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(H) Transport Credit (Cont'd)

(2) Calculation of Transport Credit (Cont'd)

As an illustrative example, assume the customer had 180,000 DS1 and DS3 Transport Miles for Month 1 of Plan Year 2 and that the billed MRCs for DS1 and DS3 Channel Mileage Rate Elements for Month 1 of Plan Year 2 were $3,500,000. Per Table 1 preceding, the 180,000 miles would qualify the customer for a tier 4 discount of 7.70%. The Transport Credit for Month 1 of Plan Year 2 in this example is $269,500 ($3,500,000 X 7.70%). Each of the preceding steps would be repeated for Months 2 and 3 in a Quarter to arrive at the aggregate Transport Credit for the Quarter.

(3) Payment of Transport Credit

If the customer is eligible for a Transport Credit as set forth in this Option 50, then, subject to the terms of this Option 50, no later than sixty (60) days after the end of each Quarter during the Service Period, the Telephone Company shall credit the customer's BANs with the applicable Transport Credit as determined in accordance with the terms of Section (H)(2) preceding. The Transport Credit will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. (x)

(4) In calculating the Transport Credit if any, all of the following requirements shall apply:

(a) The Telephone Company shall not include in the calculation of the Transport Credit any amounts which are unpaid and/or disputed by the customer as of the forth-fifth (45th) day following the end of each Quarter. For example, assume that the customer had MRCs for DS1 and DS3 Channel Mileage Rate Elements which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs, claiming that the DS1 and DS3 Transport Miles were incorrectly calculated. Hence, in calculating the Transport Credit, the MRCs would be calculated as $2,550,000 ($3,000,000 less $450,000).

(b) To the extent that the customer has any disputes, then the customer must submit such disputes to the Telephone Company no later than the forty-fifth (45th) day following the end of each Quarter. Each dispute must be submitted on a claim description form as provided by the Telephone Company and must clearly state next to the circuit ID and amount under dispute the following "Dispute Associated with 2008 Contract Tariff." (N)

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

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(H) Transport Credit (Cont'd)

(4) (Cont'd):

(c) Any amounts or Services that are included in calculation of the Transport Credit will not be subject to any claims or disputes by the customer at any time in the future.

(d) For the purpose of calculating the Transport Credit, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company) or any prior Quarter other than the then current Quarter for which the Transport Credit is being calculated. As an illustrative example, assume that the customer had MRCs for all DS1 and DS3 Channel Mileage Rate Elements which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs claiming that the DS1 and DS3 Transport Miles were incorrectly calculated. Hence, in calculating the Transport Credit, the MRCs would be calculated as $2,550,000 ($3,000,000 less $450,000). Assume further that in Quarter 2, the Telephone Company and the customer agree that the customer should have paid $150,000 of the $450,000 for DS1 and DS3 Channel Mileage Rate Elements, and the customer pays the $150,000. The $150,000 will not be included for purposes of calculating the customer's Transport Credit in Quarter 2, however the $150,000 will be credited to the customer in connection with the required one-time payment adjustment with respect to Quarter 1 set forth in (e) following.

(e) Upon resolution of any Disputed Charges, or disputes raised after the determination of the Billing Credit, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, and subject to the following proviso, there shall be no adjustment to the Billing Credit, and the same shall apply regardless of the outcome of any Disputed Charges; provided, however, that for each Quarter the Telephone Company shall determine the Disputed Charges for such Quarter that are resolved in favor of the Telephone Company and paid in full by the customer as of the ninetieth (90th) day after the end of each Quarter during the Service Period, and make a one-time payment adjustment on such date to the Billing Credit for such Quarter with respect to each month to which such Disputed Charges related, by crediting to the customer the additional amounts that have been paid in full in respect of Disputed Charges that no longer remain subject to dispute. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(H) Transport Credit (Cont'd)

(4) (Cont'd):

(f) If the Telephone Company bills amounts after the determination of the Billing Credit that would have otherwise been included in the determination of the Billing Credit, then in no event will there be any adjustment to the Billing Credit.

(g) The Billing Credit as determined by the Telephone Company is not subject to dispute.

(h) The amount of the Billing Credit shall in no event be subject to any late payment, interest or penalty as set forth in Section 2.4.1 preceding.

(I) UNE Conversion Credit

(1) Subject to the provisions of Section (I)(2) following related to the conversion of unbundled loops and unbundled transport miles to Special Access Services and Section (I)(3) following related to the calculation of Minimum Special Access Quantities in Service, the customer shall be eligible to receive a UNE Conversion Credit.

(2) UNE Conversion Requirements

In order to qualify for the UNE Conversion Credit, the customer must meet all of the following criteria:

(a) Submit a bulk order to convert a minimum of seventy five percent (75%) of the DS1 unbundled loops in-service within the operating territories of this tariff, FCC11, FCC14 and FCC16 as of July 18, 2008to an equivalent number of Special Access Service DS1 Channel Termination Rate Elements; (x)

(b) Submit a bulk order to convert a minimum of seventy five percent (75%) of the DS1 unbundled transport miles within the operating territories of this tariff, FCC11, FCC14 and FCC16 in-service as of July 18, 2008 to an equivalent number of Special Access Service DS1 Channel Mileage Rate Elements; and (x)

(c) The bulk orders to authorize the conversions in (a) and (b) preceding must occur within the first six (6) months of the Service Period and provide for the same billing effective date as the date of submission of such bulk order.

(d) The customer may not purchase any unbundled services within the operating territories of this tariff, FCC11, FCC14 and FCC16 after July 18, 2008. (x)
(N) (x)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(I) UNE Conversion Credit (Cont'd)

(3) Credit Amount

The UNE Conversion Credit shall be calculated, beginning with the month in which the requirements set forth in (I)(2) preceding are satisfied, as follows:

(a) First, calculate the aggregate number of unbundled loops converted to DS1 Channel Termination Rate Elements pursuant to (I)(2)(a) preceding.

(b) Second, multiply the aggregate number of unbundled loops converted determined in (a) preceding by ninety dollars ($90) to determine the amount of the UNE Conversion Credit.

(c) Finally, subject to the shortfall provisions of Section (I)(5) following, the UNE Conversion Credit calculated in (b) preceding shall be applied on a monthly basis in respect of all months remaining in the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(I) UNE Conversion Credit (Cont'd)

(3) Credit Amount (Cont'd)

Illustrative Example 1:

Assume the customer authorizes the conversion of 2,250 DS1 unbundled loops to an equivalent number of DS1 Channel Termination Rate Elements in Month 1 of Quarter 2. Further assume that the customer authorizes the conversion of 13,500 DS1 unbundled transport miles to an equivalent number of DS1 Channel Mileage Rate Elements in Month 2 of Quarter 2. Further assume that the 2,250 DS1 unbundled loops and the 13,500 DS1 unbundled transport miles are equivalent to seventy five percent (75%) of their respective in-service quantities as of July 18, 2008.

Under this scenario, the customer would be eligible to receive a UNE Conversion Credit beginning in Month 2 of Quarter 2 calculated as follows:

2,250 x $90 = $202,500

The customer would continue to be eligible for a monthly UNE Conversion Credit of $202,500 for the remaining months of the Service Period so long as the requirements of Section (I)(4) following are met.

(4) Minimum Special Access Quantities in Service

At the end of the month in which the customer fulfills the requirements of Section (I)(2) preceding (i.e., the **UNE Qualifying Month**) and becomes eligible to receive its first UNE Conversion Credit, the Telephone Company will calculate the **Minimum Special Access Quantities in Service** as follows:

(a) The Minimum DS1 Channel Termination Rate Elements shall be equal to the total DS1 Channel Termination Rate Elements that are billed to the customer during the UNE Qualifying Month (including the DS1 unbundled loops that were converted under the provisions of Section (I)(2)(a) preceding); and

(b) The Minimum DS1 Channel Mileage Rate Elements shall be equal to the total miles for the DS1 Channel Mileage Rate Elements that are billed to the customer during the UNE Qualifying Month (including the DS1 unbundled transport miles that were converted under the provisions of Section (I)(2)(b) preceding). (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(I) UNE Conversion Credit (Cont'd)

(5) In order to be eligible for the UNE Conversion Credit (as calculated in Section (I)(3) preceding) in any given month of the Service Period following the UNE Qualifying Month, the customer must meet the following criteria:

(a) During any month of the Service Period following the UNE Qualifying Month, the customer must maintain in-service no less than the Minimum Special Access Quantities in Service for both DS1 Channel Termination Rate Elements and DS1 Channel Mileage Rate Elements (as calculated in Sections (I)(4)(a) and (b) preceding) per month. If the customer meets this criteria, then the Telephone Company will not calculate, and the customer is not required to meet the requirements of Section (I)(5)(b) following; or

(b) During any Quarter of the Service Period including or subsequent to the Quarter containing the UNE Qualifying Month, the customer must maintain an average (prorated for the number of months during the Quarter in which the UNE Qualifying Month occurs) of no less than the Minimum Special Access Quantities in Service for both DS1 Channel Termination Rate Elements and DS1 Channel Mileage Rate Elements (as calculated in Sections (I)(4)(a) and (b) preceding). If the customer maintains an average (prorated for the number of months during the Quarter in which the UNE Qualifying Month occurs) of no less than the Minimum Special Access Quantities in Service during each Quarter, but does not otherwise meet the criteria as set forth in Section (I)(5)(a) preceding (i.e., the actual DS1 channel terminations or actual DS1 Transport Miles in a given month are less than their respective Minimum Special Access Quantities in Service), the customer shall still be eligible for the applicable UNE Conversion Credit as set forth in Section (I)(3) preceding with respect to each of the months of the Quarter (prorated for the number of months during the Quarter in which the UNE Qualifying Month occurs). (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(I) UNE Conversion Credit (Cont'd)

(5) (Cont'd)

The following two illustrative examples are presented. For both of the following examples assume that the Minimum Special Access Quantities in Service are 50,000 DS1 channel terminations and 185,000 DS1 Transport Miles and that the UNE Qualifying Month is Month 1 of Quarter 2 of Plan Year 1.

Example 1

During Quarter 3, the Telephone Company calculates the customer's DS1 channel terminations and DS1 channel miles (excluding any channel terminations and miles which are disputed by the customer) during each such month of Quarter 3 as follows:

- Month 1 – 50,000 channel terminations; 181,000 miles, and
- Month 2 – 50,500 channel terminations; 185,000 miles, and
- Month 3 – 51,000 channel terminations; 186,000 miles.

Since Month 1 did not meet the requirements of Section (I)(5)(a) preceding (i.e., the billed DS1 Transport Miles were less than 185,000), this results in an average number of DS1 Transport Miles for Quarter 3 of 184,000 miles per month (i.e., an aggregate of 552,000 Transport Miles for Quarter 3 divided by 3 months).

Based on this information, the customer would not receive the UNE Conversion Credit for Month 1 of Quarter 3 because the customer has not met both of the Minimum Special Access Quantities in Service criteria set forth in Section (I)(4) preceding (i.e., the actual DS1 Transport Miles in Month 1 are less than 185,000 miles, and the average monthly DS1 Transport Miles, as measured throughout the three months of Quarter 3, are less than 185,000 miles). The fact that the DS1 channel terminations exceeded 50,000 is irrelevant because both the DS1 channel terminations and DS1 Transport Miles must be met or exceeded to qualify for the monthly UNE Conversion Credit. (N)

However, the customer would be eligible for the UNE Conversion Credit (as set forth in Section (I)(3) preceding) in Months 2 and 3 of Quarter 1 because the customer met both of the Minimum Special Access Quantities in Service criteria in Section (I)(4) preceding (i.e., its actual DS1 channel terminations exceed 50,000 and its actual DS1 Channel Mileage exceeds 185,000 for Months 2 and 3).

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(I) UNE Conversion Credit (Cont'd)

(5) (Cont'd)

Example 2

During Quarter 3, the Telephone Company calculates the customer's DS1 channel terminations and DS1 Transport Miles (excluding any channel terminations and miles which are disputed by the customer) during each such month of Quarter 3 as follows:

- Month 1 – 49,500 channel terminations; 186,000 miles, and
- Month 2 – 50,500 channel terminations; 186,000 miles, and
- Month 3 – 51,000 channel terminations; 186,000 miles.

This results in an average number of DS1 channel terminations for Quarter 3 of 50,333 DS1 channel terminations per month (i.e., an aggregate of 151,000 DS1 channel terminations for Quarter 3 divided by 3 months).

Based on this information, the customer would receive the applicable UNE Conversion Credit for all three months of Quarter 3 because the customer meets both the Minimum Special Access Quantities in Service criteria set forth in Section (I)(4) preceding (i.e., the average monthly DS1 channel terminations are greater than 50,000 and DS1 Transport Miles are greater than 185,000).

(6) Payment of UNE Conversion Credit

If the customer is eligible for a UNE Conversion Credit as set forth in this Option 50, then subject to the terms of this Option 50, no later than sixty (60) days after the end of each Quarter during the Service Period, the Telephone Company shall credit the customer's BANs with the applicable monthly UNE Conversion Credits as determined in accordance with the terms of this Option 50. The UNE Conversion Credit will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. (N)(x)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(J) Mergers and Acquisitions of the Customer

In the event that after subscription to this Option 50, the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14, or FCC16. (x)

(1) The customer may not combine or include any DS1 or DS3 Transport Miles, Channel Mileage Rate Elements, or Channel Termination Rate Elements from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in determining whether or not the customer has qualified for, or the amount of any, Billing Credits provided for under this Option 50, Option 51 of FCC11 or Option 26 of FCC14. (x)

(2) The customer's DS1 Transport Miles, DS3 Transport Miles, Channel Mileage Rate Elements, and Channel Termination Rate Elements shall be calculated based on its business and revenue with the Telephone Company using the Customer ACNAs (as submitted by the customer in its subscription to this Option 50 and approved by the Telephone Company for inclusion in this Option 50), without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Services from the Telephone Company through merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves the right to terminate the customer's subscription to this Option 50 without liability if the customer does not adhere to the provisions of this Section (J). Termination of the customer's subscription to this Option 50 shall be an automatic termination of the customer's subscription to Option 51 of FCC11 and Option 26 of FCC14. (x)

(K) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Services which are used to determine the customer's Minimum DS1 and DS3 Transport Miles and/or Minimum Special Access Quantities in Service (i.e., the Channel Termination Rate Elements and the Channel Mileage Rate Elements of this tariff, FCC11, FCC14 and FCC16) are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the Minimum DS1 and DS3 Transport Miles, the Minimum Special Access Quantities in Service, and the related Billing Credits. (x) (N)

(x) Issued under authority of Special Permission No. 08-016 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(L) Termination of Plan

(1) Termination

Subject to the terms set forth in this Section (L), the customer may terminate its subscription to this Option 50, Option 51 of FCC11 and Option 26 of FCC14 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination. Termination of less than all of the Contract Tariffs (i.e., terminations of this Option 50, Option 51 of FCC11 or Option 26 of FCC14) shall be deemed to be an automatic termination of the customer's subscription to this Option 50, Option 51 of FCC11 and Option 26 of FCC14. If the customer terminates or cancels this Option 50, Option 51 of FCC11 and/or Option 26 of FCC14 at any time during the Service Period, then the customer shall pay to the Telephone Company by no later than sixty (60) days after such date of termination an amount equal to the following: (x) (x) (x) (x)

(a) If termination occurs within the first twelve (12) months of the Service Period, seventy-five percent (75%) of all Transport Credits and UNE Conversion Credits paid up to the date of such termination under this Option 50, Option 51 of FCC11 and Option 26 of FCC14 (i.e., all Billing Credits paid since July 18, 2008). (x) (x)

(b) If termination occurs within the last twelve (12) months of the Service Period, fifty percent (50%) of all Transport Credits and UNE Conversion Credits paid up to the date of such termination under this Option 50, Option 51 of FCC11 and Option 26 of FCC14 (i.e., all Billing Credits paid since the Effective Date). (x) (x)

The customer will not receive any further Transport Credits or UNE Conversion Credits after receipt of notice of termination. (N)

(x) Issued under authority of Special Permission No. 08-016 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(M) Changes in Price of Channel Termination and Channel Mileage Rate Elements

At the end of each month of the Service Period in which any MRCs or non-recurring charges (**NRCs**) for DS1 or DS3 Channel Termination Rate Elements, or DS1 or DS3 Channel Mileage Rate Elements, increase or decrease, a price change index (**Price Change Index**) comparing the aggregate MRCs and NRCs in the month in which the price increases and/or decreases occur and the aggregate MRCs and NRCs as of July 18, 2008 shall be calculated as described below.

If the Price Change Index for any month is equal to or greater than one hundred and two (102), then the Telephone Company will multiply the amount shown in (I)(3)(b) preceding by an equivalent percentage increase (i.e., a Price Change Index of one hundred and three (103) would result in a three percent (3%) increase in the amount shown in Section (I)(3)(b) preceding to $92.70), thereby increasing the UNE Conversion Credit payable with respect to that month of the Service Period.

The **Price Change Index** shall be computed as follows:

(Step 1) Calculate the average revenue per unit for Special Access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements purchased by the customer as of July 18, 2008 by dividing the aggregate MRCs and NRCs billed to the customer by the Telephone Company for all Special Access Channel Termination Rate Elements and Channel Mileage Rate Elements in-service in the month immediately preceding July 18, 2008;

(Step 2) Calculate the average revenue per unit for Special Access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements purchased by the customer for the month in which an increase or decrease in any MRCs or NRCs for DS1 or DS3 Channel Termination Rate Elements, or DS1 or DS3 Channel Mileage Rate Elements, as compared to the MRCs and NRCs in effect as of July 18, 2008, is reflected in the billing, by dividing the aggregate MRCs and NRCs billed to the customer by the Telephone Company for all Special Access Channel Termination Rate Elements and Channel Mileage Rate Elements in-service in such month by the total number of units in-service in such month; (N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(M) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

(Step 3) Multiply the average revenue per unit calculated in Step 2 preceding for both DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements by the corresponding units in-service determined in Step 1 preceding;

(Step 4) Sum the products of the calculations from Step 3 preceding to get the aggregate MRCs/NRCs at the new prices; and

(Step 5) Divide the result calculated in Step 4 preceding by the sum of the MRCs/NRCs for DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements calculated in Step 1 preceding.

(Step 6) Multiply the result calculated in Step 5 by 100 to get the Price Change Index.

As an illustrative example:

Example 1:

Assume that as of (add tariff effective the MRCs and NRCs, units in service, and average revenue per unit for Special Access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements are as follows (Step 1):

Revenue Rate Element:	MRCs/NRCs (1)	Units in Service (2)	Average Per Unit (3) = (1)/(2)
Channel Termination			
DS1	$6,600,000	55,000	$120.00
DS3	$ 480,000	600	$800.00
Channel Mileage			
DS1	$2,720,000	160,000	$ 17.00
DS3	$1,150,000	10,000	$115.00
Total MRCs/NRCs (at July 18, 2008)	$10,950,000		

(N)

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21. Contract Tariffs (Cont'd)

21.51 Contract Tariff Option 50 (Cont'd) (N)

(M) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

Example 1 (Cont'd):

Further assume that during month ten (10) of Plan Year 1 the Telephone Company changes the prices on the Channel Termination Rate Elements and the Channel Mileage Rate Elements and that the MRCs and NRCs, units in service, and average revenue per unit following the price changes are as follows (Step 2):

Rate Element:	MRCs/NRCs (1)	Units in Service (2)	Average Revenue Per Unit (3) = (1)/(2)
Channel Termination			
DS1	$7,380,000	605,000	$123.00
DS3	$ 530,000	650	$800.00
Channel Mileage			
DS1	$2,950,000	164,000	$ 18.00
DS3	$1,270,000	11,000	$115.00
Total MRCs/NRCs (Month 10-Plan Year 1)	$12,130,000		

Taking the average revenue per units calculated in Step 2 above times the units in service for Step 1 above would give the following results (Step 3):

DS1 Channel Termination Revenues =	$6,765,000	(55,000 x $123)
DS3 Channel Termination Revenues =	$ 480,000	(600 x $800)
DS1 Channel Mileage Revenue =	$2,880,000	(160,000 x $18)
DS3 Channel Mileage Revenue =	$1,150,000	(10,000 x $115)

The sum of the results from Step 3 would be $11,275,000 ($6,765,000 + $480,000 + $2,880,000 + 1,150,000) and the price change index would be 103.0 ($11,275,000 / $10,950,000 x 100). (N)

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21. Contract Tariffs (Cont'd)

21.52 Contract Tariff Option 51 (N)

(A) Scope

Contract Tariff Option 51 (Option 51) provides discounted monthly rates for services subscribed to herein to customers who also purchase Telephone Company provided dedicated SONET ring (**DSR**). Services subscribed to herein shall be in accordance with the requirements set forth in (B) through (F) following.

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 51.

(1) A customer must subscribe to Option 51 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on September 18, 2008 and ends on November 16, 2008 (**Subscription Period**).

(2) The customer must currently subscribe to Option 28 as set forth in Section 21.29 preceding.

(3) The customer must subscribe all DS3 and DS1 ports that are currently billing under Option 28 preceding to this Option 51 (**Transferred Ports**).

(C) Serving Area

(1) The serving area of Option 51 is comprised of the following Metropolitan Statistical Areas (**MSAs**):

New York NY MSA #1 (New Jersey wire centers only) (**MSA#1**)

New Brunswick-Perth Amboy-Sayerville NJ (**MSA#62**) (see Note)

Note: The discounted rates set forth in (F) following do not apply to the rate elements associated with the services provided by the Telephone Company that connect the End User Premises to its serving wire center in MSA#62.

(2) Wire centers for Phase II MSAs are listed in Section 14.7 preceding.

(3) Any additions or changes to the wire centers included in the above MSAs that occur after (add tariff effective date) will apply and be included in Option 51. (N)

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21. Contract Tariffs (Cont'd)

21.52 Contract Tariff Option 51 (Cont'd) (N)

(D) Service Period

(1) The service period for this Option 51 is sixty (60) months beginning with the date of the customer's subscription to this Option 51 and ending sixty (60) months later (**Initial Service Period**).

(2) At the end of the Initial Service Period, the customer may continue its subscription to Transferred Ports under this Option 51 for a period not to exceed forty-two (42) months (**Extended Service Period**). The Extended Service Period shall commence on the day following expiration of the Initial Service Period and continue until terminated by the customer in writing to the Telephone Company or the end of the Extended Service Period, whichever first occurs. The Initial Service Period together with the Extended Service Period, if any, shall comprise the **Service Period** for this Option 51.

(E) Terms and Conditions

(1) Except as set forth in this Section 21.52, the terms and conditions and application of rates and charges for DSR ports as set forth in Section 23.1 following apply to Transferred Ports, and to any other service(s) connected to such Transferred Ports that are provided under this tariff.

(2) Transferred Ports are subject to the rates and charges set forth in (F) following. Such rates apply in lieu of the rates set forth for DSR Ports in Section 23.1 following.

(3) Termination Liability

In lieu of the termination liability provision set forth in Section 23.1(E) following, in the event that one or more Transferred Ports are discontinued prior to the end of the twenty-seventh (27th) month of the Initial Service Period, termination liability applies through the end of the twenty-seventh (27th) month of the Initial Service Period. Subject to the application of rates described in Section 14.7 preceding, the termination liability charge shall be calculated at twenty-five percent (25%) of the applicable 5-year DSR port rate set forth in Section 23.1(L)(3) following. Termination liability does not apply if such Transferred Ports are disconnected after the twenty-seventh (27th) month of the Initial Service Period or at any time during the Extended Service Period. Termination liability for additional services provided under this tariff that are added during the Service Period, other than Transferred Ports, shall apply as set forth in applicable sections of this tariff. Termination of Transferred Ports by the customer during the Extended Service Period shall not be subject to termination liability. (N)

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21. Contract Tariffs (Cont'd)

21.52 Contract Tariff Option 51 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Expiration of the Service Period

Upon completion of the Initial Service Period or Extended Service Period, as applicable, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the Transferred Ports on a month-to-month basis in accordance with Section 23.1 following and at the 5-year DSR port rates and charges set forth in Section 23.1 following for price band rates and charges or all other rates and charges, as applicable, which apply in accordance with the application of rates set forth in Section 14.7 preceding.

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to Transferred Ports will continue in accordance with (c) preceding.

(5) Except as set forth in this Option 51, all other rates and charges and terms and conditions set forth in other sections of this tariff apply for any other rate element or work activity for services that are provided under this tariff.

(F) Rates and Charges

The following rates and charges apply to Transferred Ports that are subscribed to this Option 51 (see Note below). The Telephone Company shall not initiate a rate increase for such rates and charges during the Service Period. The rates and charges for rate elements associated with services that connect to such Transferred Ports are set forth in other sections of this tariff.

Rate Element	USOC	Monthly Rate	Nonrecurring Charge
Ports, per port			
DS1	-----	22.40	None
DS3	-----	92.00	None

Note: The rates and charges set forth above do not apply to ports that are provided at an End User designated premises in MSA#62. Such ports are subject to the rates and charges set forth in Section 23.1(L)(3) following. (N)

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21. Contract Tariffs (Cont'd)

21.53 Contract Tariff Option 52

(A) Scope

Contract Tariff Option 52 provides a discount for customers who order newly installed, full-time Serial Component Video Service (**SCVS**) or newly installed, High-Definition Digital Video Transport Service (**Hi-Def DVTS**) in accordance with the requirements set forth in this Option 52.

(**B**) Eligibility

The customer must meet all of the criteria set forth following in order to be eligible to receive the rates, terms, and conditions of this Option 52.

(1) The customer must subscribe to this Option 52 by submitting a written authorization in a manner designated by the Telephone Company during the period that begins September 20, 2008 and ends March 31, 2009, or during the period that begins April 1, 2009 and ends March 31, 2010 (**Subscription Period**). (C) (C)

(2) The customer must order new installations of at least three (3) full-time SCVS channels or at least three (3) Hi-Def DVTS channels on a single order during the Subscription Period. The originating point of all such channels must be the same location and the termination point of all such channels must be the same location.

(3) The customer must accept service on the original service date. If the customer does not accept service on the original service date, the customer's acceptance of the service on a later date will make the service ineligible for the discount provided under this Option 52, unless the later date is designated by the Telephone Company.

(4) The customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or **ICB** provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for SCVS or Hi-Def DVTS.

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21. Contract Tariffs (Cont'd)

21.53 Contract Tariff Option 52 (Cont'd) (N)

(C) Service Period

The Service Period for SCVS subscribed to under this Option 52 is three (3) years. The Service Period for Hi-Def DVTS subscribed to under this Option 52 shall be for a period of one (1) year or three (3) years depending on the term selected by the customer. The one (1) year Service Period shall commence on the day that the newly installed service is accepted by the customer and end twelve (12) months later. The three (3) year Service Period shall commence on the day that the newly installed service is accepted by the customer and end thirty-six (36) months later.

(D) Service Area

The discounts provided under this Option 52 shall be provided in the following Metropolitan Statistical Areas (MSAs):

- Washington DC-MD-VA MSA (MSA#8)
- Baltimore MD (MSA#14)
- Wilmington-Newark DE-MD (MSA#69)

Wire centers for the above MSAs are listed in Section 14.7 preceding. Any additions of, or changes to, the above MSAs (including changes to wire centers or Level 1/Level 2 pricing status) that occur during the Service Period of this Option 52 will apply.

(E) Terms and Conditions

(1) Except as set forth in this Option 52, the rates, terms and conditions set forth in Section 7.2.5(E) preceding apply for SCVS and Section 7.2.5(F) preceding apply for Hi-Def DVTS.

(2) Application of the Discount

(a) SCVS

The discount set forth in (F) following will be applied to the Channel Termination and Channel Mileage 3-Year rates set forth in Section 7.5.5(D) preceding for SCVS that is subscribed to this Option 52. The discount set forth in (F) following is not applicable to SCVS that is subscribed to on a daily basis.

The rate elements to which the discount is applied must be in billing under the following rate elements:

Channel Termination USOCs	Channel Mileage USOCs
T7TXX, T6XWX, TYT8X, TYT83	1L5LS, 1Y8WX

(N)

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21. Contract Tariffs (Cont'd)

21.53 Contract Tariff Option 52 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Application of the Discount (Cont'd)

(b) Hi-Def DVTS

The discount set forth in (F) following will be applied to the Channel Termination and Channel Mileage 1-Year rates set forth in Section 7.5.5(E) preceding for Hi-Def DVTS that is subscribed to this Option 52 with a one (1) year Service Period, or to the Channel Termination and Channel Mileage 3-Year rates set forth in Section 7.5.5(E) preceding for Hi-Def DVTS that is subscribed to this Option 52 with a three (3) year Service Period, as applicable.

The rate elements to which the discount is applied must be in billing under the following rate elements:

Channel Termination USOCs	Channel Mileage USOCs
T6XJX, T6XWX	1Y8HX, 1Y8WX

(3) Expiration of the Service Period

Upon completion of the applicable Service Period, the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue with the service at the Month-to-Month rates set forth in Section 7.5.5 preceding which apply in accordance with the application of rates set forth in Section 14.7 preceding.

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the service will continue in accordance with (c) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.53 Contract Tariff Option 52 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) If service subscribed to this Option 52 is discontinued prior to the end of the selected Service Period, termination liability applies in accordance with Section 7.2.5(E)(4) preceding for SCVS or Section 7.2.5(F)(4) preceding for Hi-Def DVTS.

(5) If, at any time during the Service Period, the customer fails to maintain a minimum of three (3) SCVS channels or (3) Hi-Def DVTS channels, the customer's subscription to this Option 52 shall be terminated and the discount set forth in (F) following will cease from the date that customer failed to maintain such minimum number of SCVS or Hi-Def DVTS channels.

(F) Discounts

The following discounts will be applied during the selected Service Period of this Option 52 when a minimum of three (3) or more full-time SCVS or full-time Hi-Def DVTS channels are ordered between the same originating and terminating points.

(1) Channel Termination Rate Element

Service	Service Period	Discount Percentage
SCVS	3-Year	10%
Hi-Def DVTS	1-Year	15%
	3-Year	10%

(2) Channel Mileage Rate Element

Service	Service Period	Discount Percentage
SCVS	3-Year	40%
Hi-Def DVTS	1-Year	40%
	3-Year	40% (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (N)

(A) Scope

Contract Tariff Option 53 (**Option 53**) provides Billing Discounts on certain Special Access Services if the customer meets certain volume commitments and total billed revenue amounts for the Qualifying Services (as defined in (E) following) as set forth herein.

In this Option 53, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000).

(B) Eligibility

The customer must meet all of the criteria set forth following in order to be eligible to receive the rates, terms, and conditions of this Option 53.

(1) During the twelve (12) month period ending on September 30, 2008, the customer must have achieved a minimum of $4,000,000.00 ($4M) in aggregate monthly billed recurring revenue for all DS1 and DS3 Services purchased by the customer from the Telephone Company under Section 7.2.9 preceding of this tariff, Section 7.2.9 of Tariff FCC No. 11 (FCC11), Section 5.3.6 of Tariff FCC No. 14 (FCC14) and/or Section 7.11.1 of Tariff FCC No. 16 (FCC16). (x) (x)

(2) The customer must concurrently subscribe to a Commitment Discount Plan (CDP) as defined in Section 25.1 following with a term of five (5) years or longer for Qualifying Services (as defined in (E)(1) following).

(3) The customer must be a commercial mobile radio service provider and the Qualifying Services (as defined in (E)(1) following) must originate or terminate at a mobile switching center on the customer's wireless network.

(4) In order to earn any Billing Discounts (as determined in (H) following) under this Option 53, the customer (in addition to meeting the criteria set forth in (B)(1) through (B)(3) preceding) must (i) meet or exceed the yearly cumulative minimum purchase commitment quantities for New Qualifying DS1 and DS3 Circuits as set forth in (H) following; (ii) purchase such New Qualifying DS1 and DS3 Circuits as set forth in (H) following; (iii) retain throughout Plan Years 3, 4 and 5 no fewer than the Plan Year 2 cumulative minimum purchase quantities of such New Qualifying DS1 and DS3 Circuits as specified in (H) following, and (iv) satisfy any applicable Minimum Annual Revenue Commitment (**MARC**) requirement as set forth in (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(B) Eligibility (Cont'd)

(5) Except as to the CDP subscription required under (B)(2) preceding, the customer may not concurrently subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services.

(6) The availability of the Billing Discount for Qualifying Services shall be determined based on the criteria and requirements set forth in this Option 53. The availability of the Billing Discount depends on the customer satisfying the yearly cumulative minimum new purchase and retention requirements for New Qualifying DS1 and DS3 Circuits, and the MARC requirement for any applicable Qualifying MSA, all in accordance with the terms and conditions of this Option 53.

(7) A customer must subscribe to Option 53 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on November 1, 2008 and ends on December 1, 2008 (**Subscription Period).**

(C) Service Period

The Service Period of this Option 53 shall be for a period of five (5) years commencing on November 12, 2008, and ending on November 11, 2013. As used herein, "Plan Year" refers to one of the five (5) consecutive twelve (12)-month periods that comprise the Service Period (e.g., Plan Year 1 refers to the twelve (12) month period commencing November 12, 2008 and ending November 11, 2009. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(D) Serving Area

The Billing Discounts will be provided only in the following Metropolitan Statistical Areas (**MSAs**) listed below (the **Qualifying MSAs**), and then only to the Qualifying Service Rate Elements (as defined in (E)(1) following) purchased within such MSAs. Wire centers for the Qualifying MSAs are listed in Section 14.7 preceding. Any additions of, or changes to, the Qualifying MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in this tariff) that occur during the Service Period of this Option 53 will apply. The Qualifying MSAs are the following MSAs as defined in Section 14.7 preceding:

- WASHINGTON DC-MD-VA (MSA#8)(the **DC MSA**)
- BALTIMORE MD (MSA#14)(the **Baltimore MSA**)
- NORFOLK-VIRGINIA BEACH-PORTSMOUTH VA/NC (MSA#43) (the **Norfolk-Virginia Beach-Portsmouth MSA**)
- RICHMOND VA (MSA #59) (the **Richmond MSA**)
- NEWPORT NEWS-HAMPTON VA (MSA #104) (the **Newport News-Hampton MSA**).

(E) Qualifying Services

(1) Description of Qualifying Services

Qualifying Services will be comprised only of newly-installed (i.e., installed on or after November 12, 2008, and excluding installation of any DS1 or DS3 Service that replaces a DS1 or DS3 Service that was disconnected from that same location) Special Access DS1 and DS3 Services as set forth in Section 7.2.9 preceding, as amended from time to time, subject to (E)(1)(a) and (b) following.

(a) The Billing Discount (as defined and set forth in (H) following) shall apply:

(1) only to the monthly recurring charges for the following rate elements for such DS1 and DS3 Services:

(a) Channel Termination

(b) Channel Mileage

(c) DS3 to DS1 Central Office Multiplexing optional feature; and (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(1) Description of Qualifying Services (Cont'd)

(a) (Cont'd)

(2) only where such rate elements are billed under the following USOCs:

(a) Channel Mileage USOCs

1J54S, 1T58S and 1YA8S

(b) Channel Termination USOCs

HKTJS, HKTJX, TNT4X, TNT8X, TYF8S, TYF8X

(c) DS3 to DS1 Central Office Multiplexing optional feature USOC

MXNRX

The DS1 and DS3 Service rate elements specified in (E)(1)(a)(1) preceding, where such rate elements are billed under the USOCs specified in (E)(1)(a)(2) preceding, may be referred to collectively herein as the **Qualifying Service Rate Elements.**

(b) All other rate elements and/or services purchased by the customer from the Telephone Company and not listed in (E)(1)(a) preceding shall not be eligible for inclusion as Qualifying Services under this Option 53. The charges to which the Billing Discount does not apply include the following:

(1) non-recurring charges;

(2) taxes, fees, surcharges, or similar charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(3) service or administrative fees or charges imposed by the Telephone Company (e.g., interest penalty, late payment penalty);

(4) minimum period charges;

(5) termination liabilities;

(6) any other charges that are not applied on a recurring monthly basis. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd)

(F) Mergers and Acquisitions of the Customer

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this tariff.

(1) The customer may not combine or include any circuits from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company for purposes of determining whether the customer has met the yearly cumulative minimum purchase and retention quantities of New Qualifying DS1 and DS3 Circuits set forth in (H) following.

(2) For purposes of calculating the MARC set forth in (H) following, the customer may not combine or include any MRCs incurred by the merged, acquiring, or acquired company or incurred in connection with the assets of the merged, acquiring, or acquired company.

(3) Whether the customer has met the yearly cumulative minimum purchase and retention requirements for New Qualifying DS1 and DS3 Circuits as set forth in (H) following, and the MARC requirement set forth in (H) following, shall be determined based on its business with the Telephone Company using the customer's ACNA(s) (as submitted by the customer in its subscription to this Option 53 and approved by the Telephone Company for inclusion in this Option 53), without adding any ACNAs, circuits, or MRCs attributable to expansion of the customer's purchase of services from the Telephone Company through merger, transfer, assignment, acquisition, or otherwise.

(4) Without limiting any other right of the Telephone Company to terminate this Option 53, the Telephone Company may terminate this Option 53 without liability if the customer does not adhere to the provisions of this Section (F).

(G) Sale of a Verizon Operating Telephone Company

If some or all of the assets or stock of Verizon Maryland Inc., Verizon Virginia LLC, or Verizon Washington DC Inc. are acquired by an unaffiliated third party (**Service-Affecting Acquisition**), and the Telephone Company does not provide the Qualifying Services to the customer after such time in the Qualifying MSAs, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff. (T)

(1) New Qualifying DS1 and DS3 Circuits

For the time remaining in the Service Period, each yearly cumulative commitment quantity of New Qualifying DS1 and DS3 Circuits set forth in Table 1 in (H) following shall be proportionately reduced on a prospective basis by the applicable factor as specified in (a) and (b) following:

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(G) Sale of a Verizon Operating Telephone Company (Cont'd)

(1) New Qualifying DS1 and DS3 Circuits (Cont'd)

(a) DS1 Circuits

Divide (i) the total number of in-service (as of the closing date of the Service-Affecting Acquisition) New Qualifying DS1 Circuits that, under the terms of this Option 53, qualify for the Billing Discount specified in (H) following and that will no longer be provided by the Telephone Company to the customer as a result of the Service-Affecting Acquisition, by (ii) the total number of in-service (as of the closing date of the Service-Affecting Acquisition) New Qualifying DS1 Circuits that, under the terms of this Option 53, qualify for the Billing Discount specified in (H) following. Use the resulting percentage factor (**DS1 Acquisition Reduction Factor**) to reduce the yearly cumulative New Qualifying DS1 Circuit purchase commitment quantities for the time remaining in the Service Period. In the event this calculation results in a new commitment quantity that includes a partial circuit, round up or down to the nearest whole number of circuits.

For example: Assume that, at the end of Plan Year 1 of the Ramp-Up and Retention Schedule in (H) following, the customer had six hundred (600) in-service New Qualifying DS1 Circuits that qualified for the Billing Discount. Assume further that, as a result of a Service-Affecting Acquisition, the Telephone Company will no longer provide sixty (60) of those DS1 circuits. The minimum cumulative new purchase commitment quantity for Plan Year 2 is reduced by a DS1 Acquisition Reduction Factor of .10 [60 /600]. For Plan Year 2, the minimum cumulative new purchase commitment quantity is reduced to 1,035 [1,150 – (1,150 x .10)]. That same reduced quantity (1,035) also becomes the minimum retention commitment quantity for Plan Years 3, 4 and 5. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(G) Sale of a Verizon Operating Telephone Company (Cont'd)

(1) New Qualifying DS1 and DS3 Circuits (Cont'd)

(b) DS3 Circuits

Divide (i) the total number of in-service (as of the closing date of the Service-Affecting Acquisition) New Qualifying DS3 Circuits that, under the terms of this Option 53 qualify for the Billing Discount specified in (H) following, and that will no longer be provided by the Telephone Company to the customer as a result of the Service-Affecting Acquisition, by (ii) the total number of in-service (as of the closing date of the Service-Affecting Acquisition) New Qualifying DS3 Circuits that, under the terms of this Option 53, qualify for the Billing Discount specified in (H) following. Use the resulting percentage factor (**DS3 Acquisition Reduction Factor**) to reduce the yearly cumulative New Qualifying DS3 Circuit purchase commitment quantities for the time remaining in the Service Period. In the event this calculation results in a new commitment quantity that includes a partial circuit, round up or down to the nearest whole number of circuits.

For example: Assume that, at the end of Plan Year 1 of the Ramp-Up Schedule in (H) following, the customer had fifty (50) in-service New Qualifying DS3 Circuits that qualified for the Billing Discount. Assume further that, as a result of a Service-Affecting Acquisition, the Telephone Company will no longer provide ten (10) of those DS3 circuits. The yearly cumulative New Qualifying DS3 Circuit purchase commitment quantities for each of the remaining years of the Service Period are reduced by a DS3 Acquisition Reduction Factor of .20 [10/50]. For Plan Year 2, the cumulative minimum purchase quantity is reduced to forty-six (46) [58 – (58 x .20) = 46.4, which is rounded down to 46]. That same reduced quantity of forty-six (46) also becomes the minimum retention commitment quantity for Plan Years 3, 4 and 5. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(G) Sale of a Verizon Operating Telephone Company (Cont'd)

(2) MARC

If a Qualifying MSA in its entirety is the subject of the Service-Affecting Acquisition and is subject to a MARC under (H) following, then the MARC shall not apply for the Plan Year in which the Service-Affecting Acquisition occurs or for any subsequent year of the Service Period.

However, in the event that the Service-Affecting Acquisition affects only part of such a Qualifying MSA, then the MARC for that MSA shall be adjusted proportionately as follows:

(a) The Telephone Company will calculate the total MRCs that the customer, in the full calendar month preceding the Service-Affecting Acquisition, incurred in the subject Qualifying MSA for DS1 and DS3 Services under Section 7.2.9 preceding.

(b) The Telephone Company will determine how much of the above amount was incurred for DS1 and DS3 Services that the Telephone Company will no longer provide to the customer as a result of the Service-Affecting Acquisition.

(c) The Telephone Company will divide the amount described in (b) preceding by the amount described in (a) preceding, resulting in a percentage factor by which the MARC will be reduced.

For example: Assume the customer's MARC for the applicable Qualifying MSA is $100,000. Assume further that the customer incurred $20,000 in MRCs for DS1 and DS3 Services in that MSA during the full calendar month preceding the Service-Affecting Acquisition. Also assume that the customer incurred $10,000 of that amount for DS1 and DS3 Services that the Telephone Company will no longer provide as a result of the Service-Affecting Acquisition. The MARC would be adjusted as follows: $10,000 ÷ $20,000 = .50 X $100,000 = new MARC of $50,000. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(H) Billing Discount, Minimum Purchase Requirements, and MARC for Existing Services

(1) Provided that the customer has satisfied all applicable eligibility requirements set forth in this Option 53, the customer will receive a ten percent (10%) discount (**Billing Discount**), in addition to any discount to which the customer may be entitled under the CDP to which the customer must be subscribed under (B)(2) preceding, when purchasing Qualifying Services during the Service Period. For example: Assume a customer's 5-year CDP MRCs for a circuit comprised of Qualifying Service Rate Elements total $150. Application of the Billing Discount would result in the customer being charged $135 for that circuit [$150 - ($150 x 10%)]. The Billing Discount shall apply only to the Qualifying Service Rate Elements specified in (E)(1) preceding—and only in accordance with (D) preceding. To qualify for the Billing Discount, the customer must: (a) purchase, in the Qualifying MSAs, a minimum of one thousand one hundred and fifty (1,150) New Qualifying DS1 Circuits (as defined in (H)(2) following) and fifty-eight (58) New Qualifying DS3 Circuits (as defined in (H)(2) following) during the first two (2) Plan Years, all in accordance with the yearly minimum cumulative new purchase commitment quantities specified in the Ramp Up and Retention Schedule set forth in Table 1 following, (b) keep in service throughout Plan Years 3, 4 and 5 no fewer than the minimum cumulative purchase quantity specified for Plan Year 2 (i.e., at least one thousand one hundred fifty (1,150) DS1s and fifty-eight (58) DS3s) and (c) satisfy the MARC requirement, as applicable, as set forth in (H)(3) following.

Table 1 - Ramp-Up and Retention Schedule

Year	Service	Minimum Quantity	Minimum Cumulative Quantity
1	DS1	575	575
2	DS1	575	1,150
3	DS1	---	1,150
4	DS1	---	1,150
5	DS1	---	1,150
1	DS3	29	29
2	DS3	29	58
3	DS3	--	58
4	DS3	--	58
5	DS3	--	58

(N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(H) Billing Discount, Minimum Purchase Requirements, and MARC for Existing Services (Cont'd)

(2) For the purpose of determining whether the customer has met the yearly minimum cumulative new purchase commitment and retention commitment quantities set forth in (H)(1) preceding:

(a) A **New Qualifying DS1 Circuit** means a DS1 Qualifying Service that is newly-installed during the Service Period in a Qualifying MSA and is comprised of at least one (1) High Capacity 1.544 Mbps (DS1) Channel Termination and any associated mileage.

(b) A **New Qualifying DS3 Circuit** means any of the following arrangements that are newly-installed during the Service Period in a Qualifying MSA:

(1) A DS3 Qualifying Service that terminates on a High Capacity 44.736 Mbps (DS3) Termination;

(2) A DS3 Qualifying Service that connects to a DS3 port of a Telephone Company provided dedicated SONET ring service;

(3) A DS3 Qualifying Service that terminates over a Telephone Company provided SONET entrance facility service;

(4) A DS3 Qualifying Service that connects to a Telephone Company provided, multiplexed point-to-point SONET service; or

(5) A multiplexed DS3 Qualifying Service that connects to a third-party arrangement that is collocated in a Telephone Company central office. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(H) Billing Discount, Minimum Purchase Requirements, and MARC for Existing Services (Cont'd)

(2) (Cont'd)

(c) The terms "New Qualifying DS1 Circuit" and "New Qualifying DS3 Circuit" exclude any service that is not specifically identified in (H)(2)(a) or (b) preceding. Such excluded services include, but are not limited to, the following:

(1) Any Facilities Management Service (as defined in Section 7.2.13 following), including any such service utilizing a DS3 interface as set forth in Section 7.2.13 preceding.

(2) Any service that is disconnected from a particular location then installed as a new service at the same location.

(3) Any service that, at a particular location, replaces a service that was disconnected from that same location.

(3) MARC for Existing Services

If, as of November 12, 2008 (**Effective Date**), the customer has in service, in any Qualifying MSAs, any Special Access DS1 or DS3 Services purchased under Section 7.2.9 preceding (**Existing DS1/DS3 Services**), then the following provisions shall apply:

(a) The Telephone Company will determine the total amount of monthly recurring charges (**MRCs**) that the customer incurred for Existing DS1/DS3 Services in each Qualifying MSA during the three (3) calendar months prior to November 12, 2008 (the **Effective Date**). Such MRCs shall not include any shortfall or overage charges associated with CDP true-ups (e.g., for failure to satisfy commitment levels pursuant to the customer's CDP) or any other charges listed in (E)(1)(b)(1) through (E)(1)(b)(6) preceding.

(b) The Telephone Company will then multiply each such amount determined in (a) preceding by four (4) to arrive at a twelve (12)-month total, then multiply that amount by a factor of .90 (nine tenths). The resulting amount for each Qualifying MSA is the **MARC** for that Qualifying MSA.

(c) To qualify for the Billing Discount under this Option 53, the customer, during each of the five (5) Plan Years and in each Qualifying MSA in which the customer had Existing DS1/DS3 Services as of the Effective Date, must continue to incur MRCs totaling no less than the MARC for each such Qualifying MSA. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(H) Billing Discount, Minimum Purchase Requirements, and MARC for Existing Services (Cont'd)

(3) MARC for Existing Services (Cont'd)

(c) (Cont'd)

Example: Assume the Effective Date is April 10 of a given year. Assume further that, during the calendar months of January, February, and March of that same year, the customer incurred in the Baltimore MSA a total of $100,000 in MRCs for Existing DS1 Services and $50,000 in MRCs for Existing DS3 Services, and incurred in the DC MSA a total of $50,000 in MRCs for Existing DS1 Services and $50,000 in MRCs for Existing DS3 Services. Also assume the customer incurred no MRCs for Existing DS1/DS3 Services in the other Qualifying MSAs as of April 10 of that year. The MARC for the Baltimore MSA would be calculated as: ($100,000 + $50,000) X 4 X .90 = $540,000. The MARC for the DC MSA would be calculated as: ($50,000 + $50,000) X 4 X .90 = $360,000.

(d) Existing DS1/DS3 Services are not eligible for the Billing Discount under this Option 53.

(4) Annual Review

No later than thirty (30) days following each anniversary of the Effective Date:

(a) The Telephone Company shall review the customer's purchases of New Qualifying DS1 and DS3 Circuits to determine whether the customer has satisfied the applicable minimum cumulative new purchase and retention quantity commitments set forth in (H)(1) preceding. If the customer has not purchased the required volume of New Qualifying DS1 and DS3 Circuits (or, in the case of Plan Years 3, 4 and 5, has not maintained the minimum cumulative quantities specified in Table 1), then the termination liability provisions set forth in (I)(2) and (I)(3) following shall apply.

(b) The Telephone Company shall calculate the total MRCs the customer incurred for all Special Access DS1 and DS3 Services as set forth in Section 7.2.9 preceding (including Qualifying Services) in each of the applicable Qualifying MSAs to determine whether the customer satisfied the MARC requirement set forth in (H)(3) preceding for the preceding Plan Year for the respective Qualifying MSAs. The customer must have satisfied the MARC requirement for each Qualifying MSA. If the customer has not satisfied the MARC requirement for any of Qualifying MSA, then the termination liability provisions set forth in (I)(2) and (I)(3) following shall apply. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan

(1) Termination

Subject to the terms set forth in this Section (I), the customer may terminate this Option 53 at any time during the Service Period. The customer must provide written notice of termination at least thirty (30) days prior to the requested date of termination of this Option 53. If the customer terminates this Option 53 at any time during the Service Period, the customer will not be entitled to any Billing Discount, pro rated or otherwise, after the termination date, and the customer shall pay to the Telephone Company termination liability charges as set forth in Sections (I)(2) and (I)(3) following. All obligations under the tariff with respect to the Qualifying Services shall continue to apply.

(2) Termination Liability

The customer shall pay termination liability charges, calculated as set forth in (I)(3) following, upon the occurrence of any or all of the following:

(a) If the customer, at any time during the Service Period, terminates this Option 53; (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan (Cont'd)

(2) Termination Liability (Cont'd)

(b) If the customer, at any time during the Service Period, breaches any material term of this Option 53, including failure to satisfy any yearly minimum cumulative new purchase commitment quantity for Plan Years 1 or 2, the minimum cumulative retention quantity for Plan Years 3, 4 or 5, or a MARC requirement, all as set forth in (H) preceding, subject to the following provisions:

(1) In the case of a failure of the customer to satisfy a yearly minimum cumulative new purchase commitment quantity for Plan Years 1 and 2, the Telephone Company shall inform the customer of any such failure after completing the applicable annual review described in (H)(4) preceding, and the following provisions shall apply:

(a) The customer shall then have a period of sixty (60) days (**Quantity Cure Period**) to purchase New Qualifying DS1 Circuits or New Qualifying DS3 Circuits, as applicable, in sufficient quantities to meet the shortfall identified by the Telephone Company.

(b) If, as of the end of the Quantity Cure Period, the customer's in-service quantities of New Qualifying DS1 Circuits or New Qualifying DS3 Circuits remain below the required quantity, then termination liability shall apply and shall be calculated as described in Section (I)(3) following, based on the quantities of New Qualifying DS1 and DS3 Circuits in service as of the end of the Cure Period. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan (Cont'd)

(2) Termination Liability (Cont'd)

(b) (Cont'd)

(2) In the case of a failure of the customer, as to any Plan Year, to satisfy a MARC requirement for any Qualifying MSA that is subject to a MARC requirement under (H)(3) preceding, the Telephone Company shall inform the customer of any such failure after completing the applicable annual review described in (H)(4) preceding, and the following provisions shall apply:

(a) The customer shall then have a period of sixty (60) days (**MARC Cure Period)** to incur MRCs for DS1 and/or DS3 Services under Section 7.2.9 preceding in the applicable Qualifying MSA in sufficient quantities to meet the shortfall identified by the Telephone Company.

(b) If, as of the end of the MARC Cure Period, the customer has not incurred MRCs for DS1 and/or DS3 Services under Section 7.2.9 preceding in the applicable Qualifying MSA in amounts sufficient to meet the shortfall identified by the Telephone Company, then termination liability shall apply and shall be calculated as described in (I)(3) following. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan (Cont'd)

(3) Termination Liability Charge Calculation

(a) Termination liability charges shall be equal to: (i) the difference between (A) the total MRCs that the customer, for the month in which termination liability is triggered under (I)(2) preceding, incurred under this Option 53 for Qualifying Services that are in-service in the Qualifying MSAs during that month and (B) the total MRCs that the customer, for those same Qualifying Services and that same month, would have incurred under the customer's CDP (i.e., the CDP to which the customer is then subscribed as required by (B)(2) preceding) had the discount set forth in this Option 53 not been applied, and (ii) such difference then being multiplied by the applicable Termination Month Factor (**TMF**) set forth in Table 2 following.

Table 2

Plan Year	TMF
1	12
2	13
3	14
4	15
5	16

Example 1:

Assume the customer terminates Option 53 as of the end of the twenty-second (22nd) month of the Service Period, and during such twenty-second (22nd) month the customer has incurred a total of $100,000 in MRCs for Qualifying Services in the Qualifying MSAs. Assume further that the customer would have incurred a total of $112,000 in MRCs for those Qualifying Services under the CDP to which the customer is then subscribed if the Telephone Company had billed the customer the applicable CDP rates without applying the discount set forth in this Option 53. The termination liability would be calculated as: ($12,000 X 13 TMF) = $156,000 termination liability charge. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan (Cont'd)

(3) Termination Liability Charge Calculation (Cont'd)

Example 2:

Assume the customer purchases fewer than five hundred seventy five (575) New Qualifying DS1 Circuits during the first twelve (12) months of the Service Period, but the customer does purchase twenty-nine (29) New Qualifying DS3 Circuits during such period. Assume further that, during the twelfth (12th) month of the Service Period, the customer incurred a total of $40,000 in MRCs for Qualifying Services in the Qualifying MSAs. Also assume that during the twelfth (12th) month of the Service Period, the customer would have incurred a total of $44,800 in MRCs for those Qualifying Services under the CDP to which the customer is then subscribed if the Telephone Company had billed the customer the applicable CDP rates without applying the discount set forth in this Option 53. The termination liability would be calculated as: ($4,800 X 12 TMF) = $57,600 termination liability charge.

Example 3:

Assume the Baltimore MSA is subject to a MARC of $5,000 and that, during Plan Year 1, the customer incurs MRCs for DS1 and DS3 Services under Section 7.2.9 preceding in the Baltimore MSA in amounts totaling $4,000, thus failing to satisfy the MARC requirement under Section (H)(3) preceding. Assume further that, during the twelfth (12th) month of the Service Period, the customer incurred a total of $40,000 in MRCs for Qualifying Services in the Qualifying MSAs. Also assume that during the twelfth (12th) month of the Service Period, the customer would have incurred a total of $44,800 in MRCs for those Qualifying Services under the CDP to which the customer is then subscribed if the Telephone Company had billed the customer the applicable CDP rates without applying the discount set forth in this Option 53. The termination liability would be calculated as: ($4,800 X 12 TMF) = $57,600 termination liability charge. (N)

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21. Contract Tariffs (Cont'd)

21.54 Contract Tariff Option 53 (Cont'd) (N)

(I) Termination of Plan (Cont'd)

(4) New Service Offering or Service Upgrade

Provided that the conditions set forth in (a) through (d) following are met, if (i) the Telephone Company, using a new technology, makes available a new Special Access Service capable of substituting for the Qualifying Services that are subject to the Billing Discount under this Option 53, and the Telephone Company did not offer such service using such technology prior to the Effective Date (**New Replacement Service**), or (ii) if the customer elects to purchase Ethernet service from the Telephone Company to substitute for the Qualifying Services that are subject to the Billing Discount under this Option 53 (**Ethernet Replacement Service**), then the customer, upon entering into an effective new contract or Tariff arrangement to purchase such New Replacement Service or Ethernet Replacement Service from the Telephone Company in substitution for the Qualifying Services provided under this Option 53, may terminate this Option 53 without incurring termination liability as to any time remaining in the Service Period as of the date of termination (but without waiver of any termination liability the customer may have incurred for periods prior to that date). The customer may exercise this option provided the following additional conditions are met:

(a) Such new contract or Tariff arrangement for the New Replacement Service or Ethernet Replacement Service must include both (i) a term period that is equal to, or greater than, five (5) years; and (ii) minimum purchase obligations requiring the customer to purchase at least $10,000,000 in New Replacement Services or Ethernet Replacement Services during such five (5)-year term.

(b) The customer, at the time of the request, must be in compliance with all of the eligibility requirements set forth in this Option 53 (including the yearly minimum cumulative new purchase requirements for Plan Years 1 and 2, the minimum retention requirements for Plan Years 3, 4 and 5, and any applicable MARC requirements, all as set forth in (H) preceding.

(c) To exercise this option and terminate this Option 53 without termination liability as described in (I)(3) preceding, the customer must notify the Telephone Company in writing at least ninety (90) days prior to the requested termination date.

(d) The customer will be responsible for all non-recurring charges and special construction charges that apply to the Telephone Company's provision of the New Replacement Service or Ethernet Replace Service. (N)

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21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (N)

(A) Scope

Contract Tariff Option 54 provides discounted monthly rates to customers who order Special Access High Capacity 1.544 Mbps Service (**DS1 Service**) in the New York and New Jersey Corridor and in accordance with the requirements set forth in (B) through (F) following.

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 54.

(1) A customer must subscribe to Option 54 by submitting a written authorization in a manner designated by the Telephone Company during the subscription period which begins on November 15, 2008 and ends on December 14, 2008 (**Subscription Period**).

(2) The customer must currently subscribe to Option 9 as set forth in Section 21.10 preceding.

(3) The customer must subscribe to a minimum of twelve (12) and up to a maximum of sixty-five (65) DS1 Service Corridor Channel Terminations (**DS1 Corridor CTs** as described in (E)(2) following) associated with DS1 Services where one end of the DS1 Services is located within the New York and New Jersey Corridor. A minimum of twelve (12) DS1 Corridor CTs must be maintained during the Initial Transferred Service Period (as described in (D)(1) following) and during the Extended Transferred Service Period of this Option 54 (as described in (D)(2) following). The following DS1 Corridor CTs may be subscribed to this Option 54.

(a) All DS1 Corridor Channel Terminations that are currently in billing under Option 9 preceding (**Transferred DS1 Corridor CTs**).

(b) Subject to (E)(1) following, newly installed DS1 Service Corridor Channel Terminations as provided herein (**New DS1 Corridor CTs**). Except as allowed under (a) preceding, a DS1 Corridor CT cannot be a channel termination that was disconnected from another contract tariff option or discount plan in order to subscribe that channel termination to this Option 54. (N)

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21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 54 is comprised of the following New York and New Jersey wire centers that are within the New York and New Jersey Corridor portion of the New York Metropolitan Statistical Area (**MSA#1**). The specific wire centers of MSA#1 that are included in this Option 54 are specified in (C)(2) following.

(2) The following Telephone Company wire centers of MSA#1 comprise the geographic area of the New York and New Jersey Corridor:

New York Wire Centers

NYCKNY14	NYCMNY42	NYCQNYFR
NYCKNY71	NYCMNY50	NYCQNYHS
NYCKNY77	NYCMNY56	NYCQNYIA
NYCKNYAI	NYCMNY73	NYCQNYJA
NYCKNYAL	NYCMNY79	NYCQNYLI
NYCKNYAR	NYCMNY97	NYCQNYLN
NYCKNYAU	NYCMNYBS	NYCQNYNJ
NYCKNYAY	NYCMNYBW	NYCQNYNW
NYCKNYBR	NYCMNYCA	NYCQNYOP
NYCKNYBU	NYCMNYMN	NYCQNYRH
NYCKNYCL	NYCMNYPS	NYCRNYND
NYCKNYFA	NYCRNYNS	NYCRNYSS
NYCKNYFT	NYCMNYTH	NYCRNYWS
NYCKNYKP	NYCMNYVS	NYCXNYCI
NYCKNYLA	NYCMNYWA	NYCXNYCR
NYCKNYRA	NYCMNYWS	NYCXNYGC
NYCKNYTY	NYCMNYZO	NYCXNYHO
NYCKNYWM	NYCQNYAS	NYCXNYJE
NYCMNY13	NYCQNYBA	NYCXNYKB
NYCMNY18	NYCQNYBH	NYCXNYMH
NYCMNY30	NYCQNYCO	NYCXNYTB
NYCMNY36	NYCQNYFH	NYCXNYTR
NYCMNY37	NYCQNYFL	

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (Cont'd) (N)

(C) Serving Area (Cont'd)

(2) (Cont'd)

New Jersey Wire Centers

BYNNNJ02	JRCYNJBR	PSSCNJPS
BLVLNJBE	JRCYNJJO	PTSNNJAR
BLFDNJBL	KRNYNJKN	PLFDNJPF
CFTNNJCF	LNDNNJ01	RCPKNJ02
CLWLNJCW	LTFLNJLF	RGWDNJRW
CFPKNJCS	LTFYNJLF	RHWYNJRA
CLSTNJCO	LVTNNJLI	RMSYNJRM
CNFRNJCR	MLBNNJMB	RSLLNJRL
DUMTNJDM	MTCLNJMC	RVDLNJPL
ELZBNJEL	MTVWNJMV	RTFRNJRU
ENWDNJEN	NBRGNJNB	SORGNJSO
EORNNJEO	NWPVNJMH	UNCYNJ02
ERLKNJEL	NWRKNJ03	UNINNJUV
FRLNNJFL	NWRKNJIR	WMFRNJ01
FRFDNJFA	NWRKNJ02	WORNNJWO
FTLENJLE	NWRKNJWA	WSFDNJWS
HCKNNJHK	NFLDNJNF	WYCKNJWK
HLDNNJ01	NTLYNJNU	
HLDLNJWE	OKLDNJ01	
IVTNNJES	RVEDNJOR	

(3) The New Jersey wire centers of MSA#1 are listed in Section 14.7 preceding. Any additions or changes to the wire centers included in MSA#1 that occur after November 15, 2008 will apply and be included in Option 54.

(D) Service Period

(1) Service Period for Transferred DS1 Corridor CTs

(a) The Service Period for Transferred DS1 Corridor CTs commences on the date that such Transferred DS1 Corridor CTs are in billing under this Option 54 and ends sixty (60) months later (**Initial Transferred Service Period**).

(b) At the end of the Initial Transferred Service Period, the customer may extend the service period by twenty-four (24) months (**Extended Transferred Service Period**). The Extended Transferred Service Period shall commence on the day following expiration of the Initial Transferred Service Period and continue for twenty-four (24) months. The Initial Transferred Service Period together with the Extended Transferred Service Period, if any, shall comprise the Service Period for the Transferred DS1 Corridor CTs of this Option 54. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (Cont'd) (N)

(D) Service Period

(2) Service Period of New DS1 Corridor CTs

(a) The Service Period for each New DS1 Corridor CT added subsequent to the customer's subscription to this Option 54 shall commence with the installation of such New DS1 Corridor CT and end sixty (60) months later (each an **Initial New Service Period**).

(b) At the end of the Initial New Service Period, the customer may extend the service period by twenty-four (24) months (each an **Extended New Service Period**). The Extended New Service Period shall commence on the day following expiration of the Initial New Service Period and continue for twenty-four (24) months. The Initial New Service Period together with the Extended New Service Period, if any, shall comprise the Service Period for each New DS1 Corridor CT of this Option 54.

(E) Terms and Conditions

(1) The customer may add New DS1 Corridor CTs up to the maximum number of DS1 Corridor CTs that can be subscribed to under this Option 54. Each New DS1 Corridor CT added shall have its own Service Period as specified in (D)(2) preceding.

(2) For each DS1 Service under this Option 54, a Corridor Channel Termination monthly rate and nonrecurring charge shall apply for the New York portion of the service and a Corridor Channel Termination monthly rate and nonrecurring charge shall apply for the New Jersey portion of the service.

The DS1 Corridor Channel Termination rate element recovers the portion of the communications path from the customer's designated premises to the interconnection point between the facilities of the two Exchange Telephone Companies, inclusive of the channel termination and any transport involved. Each Exchange Telephone Company shall bill its DS1 Corridor CT in accordance with the regulations for ordering, rating and billing where more than one Exchange Telephone Company is involved as set forth in Section 2.4.7 preceding.

(3) Except as set forth in this Section 21.55, all terms and conditions set forth in other sections of this tariff apply to the DS1 Services and channel terminations that are subscribed to under this Option 54. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) The customer must maintain a minimum of twelve (12) DS1 Corridor CTs (Transferred DS1 Corridor CTs, New DS1 Corridor CTs, or a combination of Transferred DS1 Corridor CTs and New DS1 Corridor CTs) during the Initial Transferred Service Period and during the Extended Transferred Service Period. Failure to maintain such minimum number will result in cancellation of the customer's subscription to this Option 54. In this case, service will continue at the 5-year Term Pricing Plan rates for the DS1 Channel Termination rate element and the DS1 Channel Mileage rate element (measured from the wire center serving the customer designated premises involved to the interconnection point as calculated in accordance with Section 2.4.7 preceding). The DS1 Channel Termination and DS1 Channel Mileage rate elements apply in lieu of the flat rated DS1 Corridor CT rate element set forth herein.

(5) Termination Liability

In the event that one or more Transferred DS1 Corridor CTs are discontinued prior to the end of the Initial Transferred Service Period or one or more New DS1 Corridor CTs are discontinued prior to the end of the Initial New Service Period, termination liability applies in accordance with Section 7.4.17(D) preceding, except that the termination liability charge shall be calculated at fifty-five percent (55%) of the DS1 Corridor CT rate set forth in (F) following from the date of disconnection to the end of the Initial Transferred Service Period or Initial New Service Period, as applicable.

Minimum period charges as set forth in other sections of this tariff do not apply.

Termination liability does not apply to Transferred DS1 Corridor CTs during the Extended Transferred Service Period or to New DS1 Corridor CTs during the Extended New Service Period.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.55 Contract Tariff Option 54 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Expiration of the Service Period

Upon completion of the Service Period (Initial or Extended, as applicable), the customer must choose one of the following options:

(a) discontinue service without termination liability; or

(b) select any then offered term plan or contract tariff option for which the customer is eligible; or

(c) continue subscription to the services of this Option 54 on a month-to-month basis in accordance with Section 7.2.9 preceding and at the 5-year DS1 rates and charges set forth in Section 7.5.16(C) preceding which apply in accordance with the application of rates set forth in Section 14.7 preceding. Such rates and charges shall apply as a DS1 Channel Termination rate element and a DS1 Channel Mileage rate element between the wire center serving the customer designated premises involved and the interconnection point as calculated in accordance with Section 2.4.7 preceding. The DS1 Channel Termination and DS1 Channel Mileage rate elements apply in lieu of the flat rated DS1 Corridor CT rate element set forth herein.

(d) In the event that the customer does not make an election of (a) through (c) preceding, the customer's subscription to the services will continue in accordance with (c) preceding.

(F) Rates and Charges

Rates apply per DS1 Corridor CT. The following rates apply in all New Jersey rate zones and price bands as determined in Section 14.7 preceding.

Service	USOC	Monthly Rate	Nonrecurring Charge
DS1 Corridor CT, each - 5 Year Term	-----	170.00	$1.00

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (N)

(A) Scope

Contract Tariff Option 55 provides Billing Credits to customers who subscribe to this Option 55 and satisfy the criteria set forth herein. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

(B) Eligibility

All of the following requirements must be met in order to be eligible for subscription to Option 55.

(1) Subscription Period

A customer must subscribe to Option 55 by submitting a written authorization in a manner designated by the Telephone Company during the thirty (30) day period which begins on March 1, 2009 and ends on March 30, 2009 (**Subscription Period**). Such subscription must include a list of Customer **ACNAs** which the Telephone Company agrees to, in writing, for inclusion in this Option 55.

(2) The customer must be a provider of Commercial Mobile Radio Services (**CMRS**) in each of the following Local Access and Transport Areas (**LATAs**): Western Massachusetts (LATA 126), Eastern Massachusetts (LATA 128), Rhode Island (LATA 130), New York Metropolitan (LATA 132), Atlantic Coast New Jersey (LATA 220), Delaware Valley New Jersey (LATA 222), North Jersey (LATA 224), Washington DC (LATA 236), and Baltimore Maryland (LATA 238).

(3) The customer, together with all its affiliates, must have: (i) achieved a minimum of $77,000,000 ($77M) in billed revenue during calendar year 2008 for all **Qualifying Services** purchased by the customer from the Telephone Company provided that (ii) no more than three percent (3%) of the revenue from such Qualifying Services is derived from the purchase of Telephone Company Facilities Management Service (**FMS**). The only revenues from Qualifying Services that count towards eligibility are NRC and MRC amounts that are paid in full by the customer. For purposes of this Option 55, **MRCs** shall mean billed monthly recurring revenues, and **NRCs** shall mean billed non-recurring revenues, both net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services. Revenue from Qualifying Services does not include any revenues from taxes, termination fees, and billing credits or similar adjustments, other than as set forth above. **Qualifying Services** are comprised of:

(a) DS1 and DS3 Services as set forth in Section 7.2.9 preceding, Section 7.2.9 of Verizon's FCC Tariff No. 11 (**FCC 11**), Section 5.3.6 of Verizon's FCC Tariff No. 14 (**FCC 14**), and Section 7.11.1 of Verizon's FCC Tariff No. 16 (**FCC 16**), as the same may be amended from time to time. (x) (x) (N)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(B) Eligibility (Cont'd)

(3) Qualifying Services (Cont'd)

(b) FMS as set forth in Section 7.2.13 preceding and Section 7.2.16 of FCC 11. (x) (x)

Only DS1 Qualifying Services that are in Phase I and Phase II MSAs of this tariff are eligible for Billing Credits under this Option 55. All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (B)(3)(a) or (B)(3)(b) preceding shall not be counted as Qualifying Services under this Option 55.

(4) The customer must commit at least three thousand three hundred (3,300) cell sites in LATAs 132 and 224 (**Eligible LATAs**) to this Option 55 and Option 53 of FCC 11 (**Base Cell Sites**). Included in the count of Base Cell Sites are those cell sites within the Eligible LATAs at which the customer and the Telephone Company mutually agree to a planned technology migration from DS1 Qualifying Services to Telephone Company provided Ethernet services during the Service Period (**Technology Migration Event**). As used in this Option 55, the Base Cell Sites that are part of such Technology Migration Event are **Eligible Cell Sites.** All Base Cell Sites that are not Eligible Cell Sites are **Non-Eligible Cell Sites.** The customer and the Telephone Company shall mutually agree to a list of the cell sites, by type (i.e., Eligible Cell Sites or Non-Eligible Cell Sites), in LATAs 132 and 224. (x)

(5) The customer may not concurrently subscribe DS1 Qualifying Services terminated at Base Cell Sites covered under this Option 55 to a Commitment Discount Plan (CDP) or National Discount Plan (NDP), contract tariff option, special service arrangement, or Individual Case Basis (ICB) arrangement offered by the Telephone Company and available to the customer either currently or at any time during the Service Period, which CDP or NDP, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services. (N)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(C) Serving Area

(1) The serving area of Option 55 is comprised of the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility within the New York Metropolitan LATA (LATA 132) of this tariff and FCC 11, and within the North Jersey LATA (LATA 224) of this tariff. Wire centers for the Phase II MSAs of LATAs 132 and 224 are listed in Section 14.7 preceding. Wire centers for the Phase II MSAs of LATA 132 are set forth in Section 15.3 of FCC 11. (x) (x) (x)

(2) Any additions of, or changes to, the MSAs set forth in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11 (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11) that occur during the Service Period will apply. (x) (x) (x)

(3) No Billing Credits will be provided in the operating territories of FCC 14 and FCC 16. (x)

(D) Service Period

The **Service Period** of this Option 55 shall be for a period of eight (8) years commencing on March 1, 2009 and ending on the day before the eight (8)-year anniversary thereof.

(E) Terms and Conditions

(1) Rates for Qualifying Services shall be billed in accordance with rates, terms, and conditions set forth in this tariff, FCC 11, FCC 14, and FCC 16, as applicable. (x) (N) (x)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Billing Credits

(a) Billing Credits will be provided when the terms of this Option 55 are satisfied and only in the MSAs specified in (C) preceding. Except as set forth in (E)(7) following, the customer is entitled to receive a monthly billing credit of $257 (**Billing Credit**) to be assessed on each Eligible Cell Site at which there is at least one (1) DS1 Qualifying Service. The customer shall not be entitled to Billing Credits at Non-Eligible Cell Sites under this Option 55.

(b) For each Eligible Cell Site with more than one (1) DS1 Qualifying Service, the customer shall not receive more than the single Billing Credit amount per such cell site per month.

(c) The Billing Credit for each Eligible Cell Site shall be provided to the customer as follows:

(1) The Billing Credit for the first quarter of the Service Period (i.e., the period beginning March 1, 2009 and ending May 31, 2009) shall be calculated and applied within one hundred twenty (120) calendar days of the end of the first quarter.

(2) The Billing Credit will continue to be calculated and applied within one hundred twenty (120) calendar days of the end of each subsequent quarter until such time as the Telephone Company is able to calculate and apply the Billing Credit within one hundred twenty (120) calendar days of the end of each month, at which time calculation and application of the Billing Credit will continue monthly for the remainder of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Cell Site Requirements

(a) At the time of subscription to this Option 55, the Telephone Company will calculate the total MRCs associated with existing DS1 Qualifying Services at Non-Eligible Cell Sites (**Revenue Base**). For purposes of this (E)(3), **MRCs** shall mean billed monthly recurring revenues net of any discounts given under existing pricing plans, if applicable, for the DS1 Qualifying Services and does not include any revenues from taxes, termination fees, billing credits, or similar adjustments.

(b) The customer must maintain, at a minimum, the Revenue Base for each month of the Service Period.

(c) For any month of the Service Period where the customer fails to maintain the Revenue Base, the customer will be charged, and shall pay, an amount equal to the difference between the total MRCs calculated for that month for DS1 Qualifying Services and the Revenue Base (**DS1 MRC Amount**); provided that the number of DS1 Qualifying Services at any Non-Eligible Cell Site removed from this Option 55 and Option 53 of FCC 11 pursuant to the terms and conditions set forth herein shall be subtracted from the number of DS1 Qualifying Services used to calculate the DS1 MRC Amount. (x)

(4) Mergers and Acquisitions of Customer

In the event the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company during the Service Period, the following terms and conditions will apply in addition to any other terms and conditions set forth in this Option 55 and Option 53 of FCC 11. (x)

(a) The customer may not combine or include any DS1 Qualifying Services from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company for the purposes of this Option 55 and/or Option 53 of FCC 11. (N)(x)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Mergers and Acquisitions of Customer (Cont'd)

(b) The customer's DS1 Qualifying Services shall be determined using its business with the Telephone Company that is billed under the Customer ACNAs provided to the Telephone Company under (B)(1) preceding, without adding the services associated with the ACNAs obtained through merger, transfer, assignment, or acquisition.

(c) The customer's Base Cell Sites and/or Eligible Cell Sites shall not include any cell sites from merged, acquiring, or acquired company. Nor shall this Option 55 or any benefits hereunder apply to any such cell sites.

(d) The Telephone Company reserves the right to terminate this Option 55 and Option 53 of FCC 11 without liability if the customer does not adhere to the provisions of this Section (E)(4); provided, however, that any procedure to correct such non-adherence that the customer and Telephone Company may mutually agree to (**cure process**) shall apply. (x)

(5) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company are acquired by an unaffiliated third party, and the Telephone Company does not provide the DS1 Qualifying Services to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff.

Affected cell sites shall be removed from the list of Base Cell Sites, Eligible Cell Sites, and/or Non-Eligible Cell Sites and shall no longer be part of, or eligible for, Billing Credits under this Option 55. (N)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.56 Contract Tariff Option 55 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(6) Disputes, Releases, and Waivers

In applying the Billing Credit, all of the following requirements shall apply:

(a) Any amounts, services, and cell sites that are included in the application of the Billing Credit will not be subject to any future claims or disputes by the customer unless otherwise agreed to by the customer and the Telephone Company.

(b) For the purpose of applying the Billing Credit, the Telephone Company shall not include any services provided during any periods before March 1, 2009.

(c) The amount of the Billing Credit shall in no event be subject to any interest payment or penalty.

(7) Termination

(a) Subject to the terms set forth in this Option 55, the customer may terminate this Option 55 at any time during the Service Period. Termination of this Option 55 shall be deemed to be an automatic termination of both this Option 55 and Option 53 of FCC 11. The (x)
customer shall forfeit all future Billing Credits under this Option 55 and Option 53 of FCC 11, including any due to the customer for (x)
the partial ensuing billing credit period that have not be applied to the customer's account.

(b) In the event the customer terminates a Telephone Company provided Ethernet service at any Eligible Cell Site where there also is DS1 Qualifying Service(s), such cell site shall no longer be eligible for the Billing Credits under this Option 55. The customer shall forfeit all future Billing Credits at that cell site including any billing credits due to the customer for the partial ensuing billing credit period that have not been applied to the customer's account.

(8) Expiration of the Service Period

Upon expiration (or early termination) of the Service Period of this Option 55, the Billing Credits of this Option 55 shall cease. The customer's subscription to the Qualifying Services specified in (B)(3) preceding shall continue in accordance with the rates, terms, and conditions (e.g., termination liability) set forth in the applicable section(s) of this tariff. (N)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (N)

(A) Scope

Contract Tariff Option 56 (**Option 56**) provides Quarterly Billing Credits on certain Special Access Services if the customer maintains certain billed unit volumes for the Qualifying Services (as defined in (F) following) during each Plan Year. In this Option 56, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

(B) Specific Terms

Unless otherwise defined in this Option 56, the following terms are used in this Option 56.

(1) **BANs** shall mean the Billing Account Numbers of the customer.

(2) **Billed DS1 Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which a DS1 Channel Termination, DS1 Special Access Line, or DS1 Circuit Termination (as defined collectively in (B)(8) following as a DS1 Channel Termination) was billed as a monthly recurring charge(s), using any of the applicable Universal Service Order Codes (**USOCs**) set forth following, to the customer under the Customer ACNAs (as defined in (B)(7) following) in the monthly recurring charge (**MRC**) section of Telephone Company's Access Service bill to the customer for that month.

1CF21	1CF22	1CF23	1CF25	1CF33	1CF35	1CF3W
1CF41	1CF42	1CF43	1CF45	1CF51	1CF52	1CF53
1CF55	1CF61	1CF62	1CF63	1CF65	1CF71	1CF72
1CF73	1CF75	1CF81	1CF82	1CF83	1CF85	1CF91
1CF92	1CF93	1CF95	1CFA1	1CFA2	1CFA3	1CFA5
1CFB1	1CFB2	1CFB3	1CFB5	1CFC1	1CFC2	1CFC3
1CFC5	1CFR8	1CFRJ	1CFS8	1CFSJ	1CFT8	1CFTJ
1CFU8	1CFUJ	1CFV8	1CFVJ	1CKDF	1CKDX	1X7VX
1XCDX	EU4DF	EU4DX	EU7VX	EUU21	EUU22	EUU23
EUU25	EUU33	EUU35	EUU3W	EUU41	EUU42	EUU43
EUU45	EUU51	EUU52	EUU53	EUU55	EUU61	EUU62
EUU63	EUU65	EUU71	EUU72	EUU73	EUU75	EUU81
EUU82	EUU83	EUU85	EUU91	EUU92	EUU93	EUU95
EUUA1	EUUA2	EUUA3	EUUA5	EUUB1	EUUB2	EUUB3
EUUB5	EUUC1	EUUC2	EUUC3	EUUC5	EUUR8	EUURJ
EUUS8	EUUSJ	EUUT8	EUUTJ	EUUU8	EUUUJ	EUUV8
EUUVJ	EUW	TMECS	TNJZX	TNT3X	TNT4X	TNT8X
TWTF6	TYF1X					

(N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(3) **Billed Multiplexed DS3 Unit** shall mean, with respect to each month during the Service Period, a Multiplexed DS3 Unit for which one or more MRCs, using any of the applicable USOCs set forth in (G)(2)(b) following, was billed to the customer under the Customer ACNAs (as defined in (B)(7) following) in the MRC section of Telephone Company's Access Service bill to the customer for that month.

(4) **Billed PTP DS3 Unit** shall mean, with respect to each month during the Service Period, a point-to-point (**PTP**) DS3 Unit for which one or more MRCs, using any of the applicable USOCs set forth in (G)(2)(c) following, was billed to the customer under the Customer ACNAs (as defined in (B)(7) following) in the MRC section of Telephone Company's Access Service bill to the customer for that month.

(5) **Billed Qualifying Service Revenue** shall mean each of Billed DS1 Qualifying Service Revenue, Billed Multiplexed DS3 Qualifying Service Revenue, and Billed PTP DS3 Qualifying Service Revenue as further described in (G) following, subject to the exclusions specified in (G)(2)(d) and (G)(3) following.

(6) **Billed Qualifying Service Unit(s)** shall mean Billed DS1 Units, Billed Multiplexed DS3 Units, and/or Billed PTP DS3 Units, subject to the exclusions set forth in (G)(2)(d) and (G)(3) following.

(7) **Customer ACNA(s)** shall mean the customer's Access Customer Name Abbreviations (ACNAs) that are provided to the Telephone Company by the customer in its subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14 in accordance with (C)(2) following, which Customer ACNA(s) are agreed to by the Telephone Company in writing for inclusion in this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. (x) (x) (x) (x)

(8) **DS1 Unit** shall mean DS1 capacity (i.e., 1.544 Mbps) Qualifying Services that include at least one (1) of the following: (i) a DS1 Channel Termination as defined in Section 7.1.2(A) preceding of this tariff, (ii) a DS1 Channel Termination as defined in Section 7.1.2(A) of Tariff FCC No. 11 (**FCC 11**), (iii) a DS1 Special Access Line (SAL) as defined in Section 5.1.1(C) of Tariff FCC No. 14 (**FCC 14**), and (iv) a DS1 Circuit Termination as defined in Section 7.2(A) of Tariff FCC No. 16 (**FCC 16**) (collectively, DS1 Channel Terminations). Sub-rate DS1s (e.g., 128 kbps, 256 kbps, 384 kbps, 512 kbps, and 768 kbps) are not counted as DS1 Units. (x) (x) (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(9) **Flat Rate** shall mean the flat rate monthly recurring charge that applies per Billed Qualifying Service Unit, per service type (i.e., DS1, Multiplexed DS3, and PTP DS3), for a given Plan Year as calculated in accordance with (I)(1) following.

(10) **Groom(s)** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a DS3 Service, and shall include any of the following types of moves, rearrangements, re-terminations, and disconnection and subsequent reconnection, to the DS3 Service: (i) a change in the CFA or termination point within a single Telephone Company wire center; (ii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be a facility provided by the Telephone Company or by a collocator under Section 19 preceding).

(11) **Initial Watermark** shall mean the initial quantity of Billed DS1 Units, the initial quantity of Billed Multiplexed DS3 Units, and the initial quantity of Billed PTP DS3 Units used to administer the terms and conditions of this Option 56 as calculated in accordance with (F) following, such quantities being as revised from time-to-time pursuant to (M) following for a third party merger, acquisition, divestiture, and other changes in control of the customer, and (N) following for a sale or acquisition of property of the Telephone Company.

(12) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on June 1, 2009 and end on December 31, 2009; (2) Plan Year 2 shall commence on January 1, 2010 and end on December 31, 2010; (3) Plan Year 3 shall commence on January 1, 2011 and end on December 31, 2011; (4) Plan Year 4 shall commence on January 1, 2012 and end on December 31, 2012; and (5) Plan Year 5 shall begin on January 1, 2013 and end on December 31, 2013. In the event of any extension(s) of the Service Period pursuant to Section (E) following, the term Plan Year may also be used to refer to an applicable calendar year (i.e., January 1 through December 31) subsequent to Plan Year 5. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(13) **Multiplexed DS3 Unit** shall mean an individual 44.736 Mbps Qualifying Service that both: (i) has a unique circuit identifier that conforms to the Common Language Circuit Identifier (CLCI) facility format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18), and (ii) is billed using one or more of the USOCs specified in (G)(2)(b) following.

IEF Service associated with a Multiplexed DS3 Unit (i.e. billed under the unique circuit identifier for that Multiplexed DS3 Unit) will not be counted as a unit separate from that Multiplexed DS3 Unit.

For purposes of administering the terms and conditions of this Option 56, all calculations involving Multiplexed DS3 Unit volumes shall exclude any portion of a circuit that is not used for Special Access. Where this calculation results in a fraction of a Multiplexed DS3 Unit, round to the nearest whole Multiplexed DS3 Unit. Thus, for example, if there were two (2) Shared Use Multiplexed DS3, and where one of the facilities is reduced by forty-five percent (45%) and the other facility is reduced by sixty-five percent (65%) in accordance with Section 5.2.8 preceding, then together they would count as only one (1) Multiplexed DS3 Unit (.45 + .65 = 1.10, rounded to the nearest integer, which in this case is one (1) Multiplexed DS3 Unit).

For purposes of administering the terms and conditions of this Option 56: (i) all DS1 FMS Services are converted to Multiplexed DS3 Units by dividing the total number of DS1 FMS Services by twenty-eight (28), and (ii) all DS3 FMS Services are quantified as either Multiplexed DS3 Units or PTP DS3 Units, depending on the format of the circuit identifier and the corresponding USOCs as described in the definitions of Multiplexed DS3 Unit and PTP DS3 Unit.

A Multiplexed DS3 facility that is provided by more than one (1) Exchange Telephone Company under Section 2.4.7 preceding using a single unique circuit identifier will count as one (1) Multiplexed DS3 Unit. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(14) **PTP DS3 Unit** shall mean an individual 44.736 Mbps Qualifying Service that both: (i) has a unique circuit identifier that conforms to the CLCI serial number format administered by Telcordia (e.g., 95.HFGS.634683..NE) and (ii) is billed using one or more of the USOCs specified in (G)(2)(c) following.

IEF Service associated with a PTP DS3 Unit (i.e. billed under the unique circuit identifier for that PTP DS3 Unit) will not be counted as a unit separate from that PTP DS3 Unit.

For purposes of administering the terms and conditions of this Option 56, all DS3 FMS Services are quantified as either Multiplexed DS3 Units or PTP DS3 Units, depending on the format of the circuit identifier and the corresponding USOCs as described in the definitions of Multiplexed DS3 Unit and PTP DS3 Unit.

A PTP DS3 circuit that is provided by more than one (1) Exchange Telephone Company under Section 2.4.7 preceding using a single unique circuit identifier will count as one (1) PTP DS3 Unit.

(15) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last day of the second calendar month after the month in which the first date occurs (i.e., approximately ninety (90) calendar days thereafter), except for the initial Quarter of Plan Year 1 which shall commence on June 1, 2009 and end on June 30, 2009; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last day of the second calendar month after the month in which the first day occurs.

(16) **Quarterly Billing Credit** shall mean the quarterly credit that is calculated per service type (i.e., DS1, Multiplexed DS3, and PTP DS3) as described in (I) following. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Quarterly Billing Credits as set forth in (I) following and other benefits of this Option 56.

(1) During the twelve (12) month period ending on December 31, 2008, the customer must have achieved a minimum of six hundred fifty million ($650M) in aggregate billed monthly recurring charges for all Qualifying Services purchased by the customer from the Telephone Company.

(2) The customer must subscribe to Option 56 by submitting a written authorization in a manner designated by the Telephone Company during the period that begins May 31, 2009 and ends July 30, 2009. Such subscription must include a list of Customer ACNA(s) as defined in (B)(7) preceding.

(3) The customer must concurrently subscribe to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. (x) (x)

(4) As of June 1, 2009, the customer must be concurrently subscribed, and must remain concurrently subscribed during the Service Period, to the Commitment Discount Plan (as set forth in Section 25.1 preceding and Section 25.1 of FCC 11, and the Eight-and Ten-Year DS1 Term and Volume Plan (ETTVP) as set forth in Section 5.6.14 of FCC 14), (collectively, **Existing Plans**). (x) (x)

(D) Terms and Conditions

(1) If the customer has met the eligibility criteria set forth in (C) preceding, then to receive the Quarterly Billing Credit in any Plan Year the customer must remain subscribed to the Existing Plans. If the customer fails to achieve the DS1 Initial Watermark, the Multiplexed DS3 Initial Watermark or the PTP DS3 Initial Watermark in any Plan Year other than Plan Year 1, the Telephone Company may terminate the customer's subscription to this Option 56 as set forth in (O)(2) following. Termination of the customer's subscription to this Option 56 is an automatic Termination of the customer's subscription to Option 54 of FCC 11 and Option 28 of FCC 14. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(D) Terms and Conditions (Cont'd)

(2) If the customer is currently subscribed to a contract tariff option that provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer, the customer's subscription to such contract tariff option shall be cancelled coincident with the customer's subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14, and the Telephone Company will conduct a final true-up of any billing credits the customer was entitled to through the date of cancellation. (x) (x)

(3) Except for the Existing Plans and any FMS Services to which the customer subscribes to as of June 1, 2009, the customer may not concurrently subscribe the Qualifying Services to any Alternative Tariff Arrangement (which shall mean, collectively, any other tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company under this tariff, FCC 11, or FCC 14 and available to the customer either currently or at any time during the Service Period, which tariff arrangement, contract tariff option, specialized service or arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for any of the Qualifying Services) during the Service Period, unless such Alternate Tariff Arrangement explicitly permits subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. Except as set forth in this (D)(3) and (D)(2) preceding, the customer's subscription to any such Alternate Tariff Arrangement as of June 1, 2009 shall be terminated upon subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company shall perform any final review/true-up that it determines to be necessary to reconcile any credits and debits that remain outstanding under such Alternate Tariff Arrangement. (x) (x) (x) (x)

(4) To the extent the customer, as of June 1, 2009 or at any time during the Service Period, is not subscribed to the Existing Plans (i.e., with respect to the applicable Qualifying Services that the Telephone Company offers under the respective Existing Plans), the applicable Qualifying Services shall not be eligible to receive the Flat Rate pricing set forth in (I) following. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(E) Service Period

(1) Subject to terms and conditions set forth in (E)(2) following and all other applicable terms set forth herein, the **Service Period** of this Option 56 shall commence on June 1, 2009 and end on December 31, 2013 (except that the Service Period shall include any extensions that take effect pursuant to (E)(2) following).

(2) At the expiration of Plan Year 5 of the Service Period, and unless otherwise terminated as set forth herein, the customer may elect to extend the Service Period for one (1) year beyond expiration of the initial five (5) Plan Years of the Service Period at the Flat Rates for Plan Year 5. Two (2) of such one (1) year extensions are permitted. The customer must notify the Telephone Company in writing of its election to extend the Service Period at least thirty (30) calendar days prior to the expiration date of Plan Year 5 or the end of first one (1) year extension period, as applicable. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(F) Establishment of Initial Watermarks and Initial Watermark Adjustments

(1) Upon subscription to this Option 56, the Telephone Company will establish the annual quantities (Initial Watermarks) used to administer the terms and conditions of this Option 56 as follows:

(a) The Telephone Company will develop the DS1 Initial Watermark by summing the total number of DS1 Units (i.e., Channel Terminations) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008, and multiplying the result by four (4). (x)

(b) The Telephone Company will develop the Multiplexed DS3 Initial Watermark by summing the total number of Multiplexed DS3 Units for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008, and multiplying the result by four (4). (x)

(c) The Telephone Company will develop the PTP DS3 Initial Watermark by summing the total number of PTP DS3 Units for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008, and multiplying the result by four (4). (x)

(2) The Initial Watermark(s) may be adjusted as further described in (M) and (N) following. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services

(1) Qualifying Services will be comprised of the following:

(a) Special Access 1.544 Mbps Services as set forth in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16, in each case as the same may be amended from time to time (collectively, **DS1 Services**); and (x) (x)

(b) Special Access 44.736 Mbps Services as set forth in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16, in each case as the same may be amended from time to time (collectively, **DS3 Services**); and (x) (x)

(c) Special Access 1.544 Mbps and 44.736 Mbps Facilities Management Services, as described in Section 7.2.13 preceding of this tariff and Section 7.2.16 of FCC 11, in each case as the same may be amended from time to time (collectively, **FMS Services**). (x)

(d) Special Access IntelliLight Entrance Facilities Service with a 44.736 Mbps electrical interface, as described in section 7.2.15 preceding, Section 26.1.4 of FCC 11, Section 20.4 of FCC 14, Section 20.4 of FCC 16, in each case as the same may be amended from time to time (collectively, **IEF Services**). (x) (x)

Any services other than the services explicitly listed in this (G)(1) (including any Telephone Company provided SONET entrance facility service) are not included herein as a Qualifying Service. Additionally, Qualifying Services do not include any Switched Access Services.

For purposes of this Option 56: (i) all Qualifying Service volumes and revenues are quantified according to three categories (DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units) as described further in (G)(2) following; and (b) subject to (G)(2)(d) and (G)(4) following, the USOCs set forth in (G)(2) following reflect the entire list of USOCs included in the definition of Qualifying Services and counted as contributory toward Billed Qualifying Service Revenue. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue

Subject to the exceptions and requirements set forth in this Section (G), Billed Qualifying Service Revenue includes monthly recurring charges billed to the customer under the Customer ACNAs for Billed Qualifying Service Units in the operating territories of this tariff, FCC 11, FCC 14 and FCC 16. **Billed DS1 Qualifying Service Revenue** is described in (G)(2)(a) following, subject to (G)(2)(d) and (G)(3) following. **Billed Multiplexed DS3 Qualifying Service Revenue** is described in (G)(2)(b) following, subject to (G)(2)(d) and (G)(3) following. **Billed PTP DS3 Qualifying Service Revenue** is described in (G)(2)(c) following, subject to (G)(2)(d) and (G)(3) following. (x)

(a) Billed DS1 Units

With respect to Billed DS1 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4YS	1A5ZS	1CF21	1CF22	1CF23	1CF25	1CF33
1CF35	1CF3W	1CF41	1CF42	1CF43	1CF45	1CF51
1CF52	1CF53	1CF55	1CF61	1CF62	1CF63	1CF65
1CF71	1CF72	1CF73	1CF75	1CF81	1CF82	1CF83
1CF85	1CF91	1CF92	1CF93	1CF95	1CFA1	1CFA2
1CFA3	1CFA5	1CFB1	1CFB2	1CFB3	1CFB5	1CFC1
1CFC2	1CFC3	1CFC5	1CFR8	1CFRJ	1CFS8	1CFSJ
1CFT8	1CFTJ	1CFU8	1CFUJ	1CFV8	1CFVJ	1CKDF
1CKDX	1J53S	1J54S	1L5LS	1L5XX	1LFMX	1LFSX
1OX1X	1OX2X	1OX3X	1OX5X	1OXTX	1T58S	1X7VX
1XCDX	1Y3AC	1YWPS	A1VA1	A1VXZ	AVY	C2X9A
C6H6X	C6H7X	CCO	CTG	DVA	EU4DF	EU4DX
EU7VX	EUU21	EUU22	EUU23	EUU25	EUU33	EUU35
EUU3W	EUU41	EUU42	EUU43	EUU45	EUU51	EUU52
EUU53	EUU55	EUU61	EUU62	EUU63	EUU65	EUU71
EUU72	EUU73	EUU75	EUU81	EUU82	EUU83	EUU85
EUU91	EUU92	EUU93	EUU95	EUUA1	EUUA2	EUUA3
EUUA5	EUUB1	EUUB2	EUUB3	EUUB5	EUUC1	EUUC2
EUUC3	EUUC5	EUUR8	EUURJ	EUUS8	EUUSJ	EUUT8
EUUTJ	EUUU8	EUUUJ	EUUV8	EUUVJ	EUW	HGV1X
HGVTX	MQ1	MQK	MXN12	MXN13	MXN15	MXN17
PR9PX	PR9SX	QMU	TJ4DX	TJ4DY	TJ4DZ	TMECS
TNJZX	TNT3X	TNT4X	TNT8X	TQ2KM	TRG	TSP
TWTF6	TYF1X	TZGHX	VPQSP			

(N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(b) Billed Multiplexed DS3 Units

With respect to Billed Multiplexed DS3 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4ZS	1A59S	1A5LX	1A5YS	1A87S	1A88S	1A89S
1C4A3	1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3
1C4C5	1C4C7	1C4D3	1C4D5	1C4D7	1C4E3	1C4E5
1C4E7	1C4F3	1C4F5	1C4F7	1C4G3	1C4G5	1C4G7
1C4H3	1C4H5	1C4H7	1C4J3	1C4J5	1C4J7	1C4K3
1C4K5	1C4K7	1CFD1	1CFD3	1CFD5	1CFD7	1CFE1
1CFE3	1CFE5	1CFE7	1CFF1	1CFF3	1CFF5	1CFF7
1CFG1	1CFG3	1CFG5	1CFG7	1CFH1	1CFH3	1CFH5
1CFH7	1CFJ1	1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3
1CFK5	1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1
1CFM3	1CFM5	1CFM7	1CFN1	1CFN3	1CFN5	1CFN7
1CKMF	1CKNX	1CKPF	1CKSX	1L5LS	1L5RS	1L5XX
1LFSX	1U5PS	1Y3AD	1YA8S	1YAMS	1YWQS	A1VXG
ABVBA	B2CDP	B2CDV	B2CEP	B2CEV	B2CFP	BXCQX
C2X8A	CCO	DVA	EQUA3	EQUA5	EQUA7	EQUB3
EQUB5	EQUB7	EQUC3	EQUC5	EQUC7	EQUD3	EQUD5
EQUD7	EQUE3	EQUE5	EQUE7	EQUF3	EQUF5	EQUF7
EQUG3	EQUG5	EQUG7	EQUH3	EQUH5	EQUH7	EQUJ3
EQUJ5	EQUJ7	EQUK3	EQUK5	EQUK7	EU4MF	EU4NX
EU4PF	EU4SX	EUUD1	EUUD3	EUUD5	EUUD7	EUUE1
EUUE3	EUUE5	EUUE7	EUUF1	EUUF3	EUUF5	EUUF7
EUUG1	EUUG3	EUUG5	EUUG7	EUUH1	EUUH3	EUUH5
EUUH7	EUUJ1	EUUJ3	EUUJ5	EUUJ7	EUUK1	EUUK3
EUUK5	EUUK7	EUUL1	EUUL3	EUUL5	EUUL7	EUUM1
EUUM3	EUUM5	EUUM7	EUUN1	EUUN3	EUUN5	EUUN7
FQYU1	FQYU2	FQYU3	FQYU4	FQYU5	FQYU6	GMGX3
HKTJS	HKTJX	HKTLS	MKM	MQ3	MQ6	MXNF3
MXNF5	MXNFX	MXNM3	MXNM5	MXNMX	MXNRX	N2M
P8T33	P8T35	PR9SX	SLHA1	SLHA3	SLHA5	SLHA7
SLHB1	SLHB3	SLHB5	SLHB7	SLHC1	SLHC3	SLHC5
SLHC7	SLHD1	SLHD3	SLHD5	SLHD7	SLHE1	SLHE3
SLHE5	SLHE7	T8XJ5	TJ4EX	TJ4EY	TJ4EZ	TJ59X
TKTPX	TNW3X	TNW5X	TNWZX	TQ2LM	TRG	TSP
TUTPX	TWBNX	TWBPX	TWTF7	TYF3S	TYF3X	TYF8S
TYF8X	TYFLS	TYFLX	TYFMS	TYFMX	TYFNX	TYFOX
TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX	TYFVS
TYFVX	TYFWS	TYFWX				

IEF USOCs mapped to Billed Multiplexed DS3 Units will be included in the Billed Qualifying Service Revenue for those Units. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(c) Billed PTP DS3 Units

With respect to Billed PTP DS3 Units, Billed Qualifying Service Revenue includes only MRCs billed under rate elements using one or more of the following USOCs:

1A4ZS	1A5LX	1A87S	1A88S	1A89S	1C4A3	1C4A5
1C4A7	1C4B3	1C4B5	1C4B7	1C4C3	1C4C5	1C4C7
1C4D3	1C4D5	1C4D7	1C4E3	1C4E5	1C4E7	1C4F3
1C4F5	1C4F7	1C4G3	1C4G5	1C4G7	1C4H3	1C4H5
1C4H7	1C4J3	1C4J5	1C4J7	1C4K3	1C4K5	1C4K7
1CFD1	1CFD3	1CFD5	1CFD7	1CFE1	1CFE3	1CFE5
1CFE7	1CFF1	1CFF3	1CFF5	1CFF7	1CFG1	1CFG3
1CFG5	1CFG7	1CFH1	1CFH3	1CFH5	1CFH7	1CFJ1
1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3	1CFK5	1CFK7
1CFL1	1CFL3	1CFL5	1CFL7	1CFM1	1CFM3	1CFM5
1CFM7	1CFN1	1CFN3	1CFN5	1CFN7	1CKMF	1CKNX
1CKPF	1CKSX	1L5LS	1L5RS	1L5XX	1LFSX	1U5PS
1Y3AD	1YA8S	1YAMS	1YWQS	A1VXG	ABVBA	B2CDP
B2CDV	B2CEP	B2CEV	B2CFP	BXCQX	C2X8A	CCO
DVA	EQUA3	EQUA5	EQUA7	EQUB3	EQUB5	EQUB7
EQUC3	EQUC5	EQUC7	EQUD3	EQUD5	EQUD7	EQUE3
EQUE5	EQUE7	EQUF3	EQUF5	EQUF7	EQUG3	EQUG5
EQUG7	EQUH3	EQUH5	EQUH7	EQUJ3	EQUJ5	EQUJ7
EQUK3	EQUK5	EQUK7	EU4MF	EU4NX	EU4PF	EU4SX
EUUD1	EUUD3	EUUD5	EUUD7	EUUE1	EUUE3	EUUE5
EUUE7	EUUF1	EUUF3	EUUF5	EUUF7	EUUG1	EUUG3
EUUG5	EUUG7	EUUH1	EUUH3	EUUH5	EUUH7	EUUJ1
EUUJ3	EUUJ5	EUUJ7	EUUK1	EUUK3	EUUK5	EUUK7
EUUL1	EUUL3	EUUL5	EUUL7	EUUM1	EUUM3	EUUM5
EUUM7	EUUN1	EUUN3	EUUN5	EUUN7	FQYU1	FQYU2
FQYU3	FQYU4	FQYU5	FQYU6	GMGX3	HKTJS	HKTJX
HKTLS	N2M	P8T33	P8T35	PR9SX	SLHA1	SLHA3
SLHA5	SLHA7	SLHB1	SLHB3	SLHB5	SLHB7	SLHC1
SLHC3	SLHC5	SLHC7	SLHD1	SLHD3	SLHD5	SLHD7
SLHE1	SLHE3	SLHE5	SLHE7	T8XJ5	TJ4EX	TJ4EY
TJ4EZ	TJ59X	TKTPX	TNW3X	TNW5X	TNWZX	TQ2LM
TRG	TSP	TUTPX	TWBNX	TWBPX	TWTF7	TYF3S
TYF3X	TYF8S	TYF8X	TYFLS	TYFLX	TYFMS	TYFMX
TYFNX	TYFOX	TYFPX	TYFQX	TYFRX	TYFSX	TYFTX
TYFUX	TYFVS	TYFVX	TYFWS	TYFWX		

IEF USOCs mapped to Billed PTP DS3 Units will be included in the Billed Qualifying Service Revenue for those Units. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services (Cont'd)

(2) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(d) If any of the USOCs listed in (G)(2)(a) through (G)(2)(c) preceding bill both MRCs and other charges (e.g., NRCs), then only the MRC amounts (i.e., only those amounts appearing in the MRC section of the customer's bill from the Telephone Company) of such USOCs shall be counted towards the calculation of Billed Qualifying Service Revenue.

(3) Examples of Revenues Not Included in Calculation of Billed Qualifying Service Revenue

Billed Qualifying Service Revenue does not include (the following list being illustrative only) any of the following:

(a) any non-recurring charges (**NRCs**), surcharges, taxes, late payment charges, credits (including any credits provided herein), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period;

(b) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(c) service or administrative fees or charges imposed by the Telephone Company (e.g. interest penalty, late payment penalty);

(d) any amount that appears in the Other Charges and Credits section of the Telephone Company's bill to the customer (e.g., prorated charges);

(e) any other charges that are not applied on a monthly recurring basis and/or do not appear in the MRC section (typically labeled "Monthly Access Charges") of the Telephone Company's bill to the customer;

(f) any amount for which payment is being withheld by the customer;

(g) any amount billed under a particular bill for services provided outside of the service period that is ordinarily covered by such bill;

(h) shortfall or overage charges associated with Existing Plan scheduled reviews/true-ups (e.g., for failure to satisfy commitment levels pursuant to a CDP); (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(G) Qualifying Services (Cont'd)

(3) Examples of Revenues Not Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(i) billed amounts associated with any service (or any portion of a service) that is not a Qualifying Service;

(j) any Quarterly Billing Credits or other Credits that the customer receives in connection with (I), (J) or (Q) following.

(4) USOC Updates

If, during the Service Period, the Telephone Company revises Section 7 preceding of this tariff, Section 30 and/or Section 31 (x)
of FCC 11, Section 5 of FCC 14, or Section 7 of FCC 16 to (i) (x)
replace or substitute a USOC for a rate element of a Qualifying Service as set forth in (G)(2) preceding; or (ii) add a USOC for a rate element of a Qualifying Service as used herein that was inadvertently omitted from this tariff, then (effective as of the date on which such revision becomes effective) such new USOC shall be included in the definition of the applicable Qualifying Service(s) and such new USOC, provided it otherwise qualifies to be contributory under (G)(2) and (G)(3) preceding and all other terms set forth herein, will be counted as contributory towards Billed Qualifying Service Revenue.

(H) Serving Area

Notwithstanding any other provision set forth herein, any Quarterly Billing Credits or other credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under Section 14.7 preceding, Section 15.3 of FCC 11, and Section 19.1 of (x)
FCC 14. Wire centers for the Phase II MSAs are listed in Section
14.7 preceding, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. (x)
Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding, Section 15.3 of FCC 11, and Section 19.1 of FCC 14) (x)
that occur during the Service Period will apply. No Quarterly Billing Credits or other credits will be provided in the operating territories of FCC 16.
(N) (x)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits

The customer may receive Quarterly Billing Credits for DS1 Qualifying Service, PTP DS3 Qualifying Service and Multiplexed DS3 Qualifying Service based on the difference between the applicable Billed Qualifying Service Revenues and the applicable revenues derived from Flat Rate pricing described in (I)(1) following.

(1) Rate Calculation Methodology for Flat Rate Pricing

The Flat Rate pricing for Qualifying Services under this Option 56 shall be achieved by applying a discount to the average revenue per Billed DS1 Unit, per Billed Multiplexed DS3 Unit, and per Billed PTP DS3 Unit using the calculation [average revenue per Billed Qualifying Service Unit x (1 – discount)] as follows:

(a) DS1 Flat Rate Pricing

(Step 1) Calculate the average revenue per DS1 Unit (**DS1 ARPU**) by summing (i) the total MRC associated with the customer's Qualifying DS1 Services for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008; and dividing by (ii) the total number of the DS1 Units for such DS1 Qualifying Services during the same period of time. (x)

The DS1 ARPU calculated in this Step 1 is used to determine the Flat Rate per DS1 Unit for each Plan Year of the Service Period.

(Step 2) To determine the Flat Rate per Billed DS1 Unit, multiply (i) the DS1 ARPU determined in Step 1; by (ii) 1 minus the discount for the applicable Plan Year from Table 1 below.

Table 1

Plan Year	Discount
1	10.4264%
2	15.0041%
3	19.5311%
4	24.0126%
5	28.2510%

(N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(a) DS1 Flat Rate Pricing (Cont'd)

Illustrative Example:

(i) Assume the total Billed DS1 Qualifying Service Revenue is $9,075,000 ($2,750,000 for August 2008 + $3,025,000 for September 2008 + $3,300,000 for October 2008).
(ii) Assume the total Billed Qualifying DS1 Units is 33,000 (10,000 for August 2008 + 11,000 for September 2008 + 12,000 for October 2008).
(iii) The DS1 ARPU for Plan Year 1 is $275.00 ($9,075,000 / 33,000).
(iv) The Flat Rate per Billed DS1 Unit for Plan Year 1 is $246.33 [$275 x (1 – .104264)].

(b) PTP DS3 Flat Rate Pricing

The Flat Rate per PTP DS3 Unit will be calculated as follows:

(Step 1) Calculate the total revenue for Non-IEF PTP DS3 Qualifying Services (including any PTP FMS DS3 Services) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 (x)
and FCC 16 for the months of August 2008, September (x)
2008, and October 2008 by summing the total billed MRC associated with each of such services during this time period (**PTP Non-IEF Revenue**).

(Step 2) Calculate the total revenue for Non-IEF Multiplexed DS3 Qualifying Services (including any Multiplexed FMS DS3 Services) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 (x)
and FCC 16 for the months of August 2008, September (x)
2008, and October 2008 by summing the total billed MRC associated with each of such services during this time period (**Multiplexed Non-IEF Revenue**).

(Step 3) Determine the total revenue for Non-IEF DS3 Qualifying Services (excluding any IEF DS3 Services) by summing (i) the PTP Non-IEF Revenue in Step 1; and (ii) the Multiplexed Non-IEF Revenue in Step 2 (**Non-IEF DS3 Revenue**). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(b) PTP DS3 Flat Rate Pricing (Cont'd)

(Step 4) Determine the percentage of Non-IEF DS3 Revenue that is associated with Non-IEF PTP DS3 Services by dividing (i) the PTP Non-IEF Revenue determined in Step 1; by (ii) the Non-IEF DS3 Revenue determined in Step 3 (**% of Non-IEF DS3 Revenue that is PTP Non-IEF Revenue**).

(Step 5) Calculate the total revenue for IEF DS3 Qualifying Service units by summing the total MRC associated with the customer's Qualifying IEF Services using DS3 interfaces for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 (x)
and FCC 16 for the months of August 2008, September (x)
2008, and October 2008 (**IEF DS3 Revenue**).

(Step 6) Determine the portion of IEF DS3 Revenue that is associated with IEF PTP DS3 Services by multiplying (i) the IEF DS3 Revenue calculated in Step 5; by (ii) the % of Non-IEF DS3 Revenue that is PTP Non-IEF Revenue calculated in Step 4 (**PTP IEF Revenue**).

(Step 7) Determine the total PTP DS3 revenue by summing (i) the PTP IEF Revenue calculated in Step 6; and (ii) the PTP Non-IEF Revenue calculated in Step 1 (**PTP DS3 Revenue**).

(Step 8) Calculate the total number of PTP DS3 Qualifying Service units (including any PTP DS3 FMS Services) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the (x)
months of August 2008, September 2008, and October 2008 (**PTP DS3 Units**).

(Step 9) Calculate the average revenue per PTP DS3 unit (**PTP DS3 ARPU**) by dividing (i) the PTP DS3 Revenue determined in Step 7 by the PTP DS3 Units determined in Step 8 (**PTP DS3 ARPU**). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(b) PTP DS3 Flat Rate Pricing (Cont'd)

(Step 9) (Cont'd)

The PTP DS3 ARPU calculated in this Step 9 is used to determine the Flat Rate per Billed PTP DS3 Unit for each Plan Year of the Service Period.

(Step 10) To determine the Flat Rate per Billed PTP DS3 Unit, multiply (i) the PTP DS3 ARPU calculated in Step 9; by (ii) one (1) minus the discount for the applicable Plan Year from Table 2 below [PTP DS3 ARPU x (1 – discount)].

Table 2

Plan Year	Discount
1	23.3169%
2	24.9144%
3	26.5144%
4	28.2266%
5	30.2200%

(N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(b) PTP DS3 Flat Rate Pricing (Cont'd)

Illustrative Example:

(i) Assume the PTP Non-IEF Revenue is $4,888,921 ($1,551,860 for August 2008 + $1,628,990 for September 2008 + $1,708,071 for October 2008); and

(ii) Assume the Multiplexed Non-IEF Revenue is $4,856,579 ($1,548,140 for August 2008 + $1,616,010 for September 2008 + $1,692,429 for October 2008); and

(iii) Assume the IEF DS3 Revenue is $168,350 ($55,000 for August 2008 + $56,000 for September 2008 + $57,350 for October 2008); and

(iv) Assume the PTP DS3 Units are 1,575 (500 for August 2008 + 525 for September 2008 + 550 for October 2008).

Step 1 The PTP Non-IEF Revenue is $4,888,921.

Step 2 The Multiplexed Non-IEF Revenue is $4,856,579.

Step 3 The Non-IEF DS3 Revenue is $9,745,500 ($4,888,921 + $4,856,579).

Step 4 The % of Non-IEF DS3 Revenue that is PTP Non-IEF Revenue is 50.17% ($4,888,921 / $9,745,500).

Step 5 The IEF DS3 Revenue is $168,350.

Step 6 The PTP IEF Revenue $84,461 ($168,350 x 50.17%).

Step 7 The PTP DS3 Revenue is $4,973,382 ($4,888,921 + $84,461).

Step 8 The PTP DS3 Units are 1,575.

Step 9 The PTP DS3 ARPU is $3,157.70 ($4,973,382 / 1,575).

Step 10 For Plan Year 1, the Flat Rate per Billed PTP DS3 Unit is $2,421.42 [$3,157.70 x (1 - .233169)]. The Flat Rate per Billed PTP DS3 Unit in Plan Years 2-5 is calculated using the applicable discount from Table 2 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing Cont'd)

(c) Multiplexed DS3 Flat Rate Pricing

The Flat Rate per Multiplexed DS3 Unit will be calculated as follows:

(Step 1) Calculate the total revenue for Multiplexed Non-IEF DS3 Qualifying Services (including any Multiplexed FMS DS3 Services) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 by summing the total MRC associated with each of such services during this time period (**Multiplexed Non-IEF Revenue**). (x) (x)

(Step 2) Calculate the total revenue for PTP Non-IEF DS3 Qualifying Services (including any PTP FMS DS3 Services) for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 by summing the total MRC associated with each of such services during this time period (**PTP Non-IEF Revenue**). (x)

(Step 3) Determine the total revenue for Non-IEF DS3 Qualifying Services by summing (i) the Multiplexed Non-IEF Revenue in Step 1; and (ii) the PTP Non-IEF Revenue in Step 2 (**Non-IEF DS3 Revenue**).

(Step 4) Determine the percentage of Non-IEF DS3 Revenue that is associated with Non-IEF Multiplexed DS3 Services by dividing (i) the Multiplexed Non-IEF Revenue determined in Step 1; by (ii) the Non-IEF DS3 Revenue determined in Step 3 (**% of Non-IEF DS3 Revenue that is Multiplexed Non-IEF Revenue**).

(Step 5) Calculate the total revenue for IEF DS3 Qualifying Services by summing the total MRC associated with the customer's Qualifying IEF Services using DS3 interfaces for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 (**IEF DS3 Revenue**). (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(c) Multiplexed DS3 Flat Rate Pricing (Cont'd)

(Step 6) Determine the portion of the IEF DS3 Revenue that is associated with IEF Multiplexed DS3 Services by first multiplying (i) the DS3 IEF Revenue calculated in Step 5; by (ii) the % of Non-IEF DS3 Revenue that is Multiplexed Non-IEF Revenue determined in Step 4 (**Multiplexed IEF DS3 Revenue**).

(Step 7) Calculate the total revenue for FMS DS1 Qualifying Services by summing the total MRC associated with the customer's FMS DS1 Qualifying Services for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 (**FMS DS1 Revenue**). (x)

(Step 8) Calculate the total multiplexed DS3 revenue by summing the Multiplexed Non-IEF Revenue determined in Step 1; (ii) the Multiplexed IEF DS3 Revenue determined in Step 6; and (iii) the FMS DS1 Revenue determined in Step 7 (**Multiplexed DS3 Revenue**).

(Step 9) Calculate the total number of Multiplexed DS3 Units for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 (**Multiplexed DS3 Units**). (x)

(Step 10) Calculate the total number of FMS DS1 Units by summing the total number of the customer's FMS DS1 Units for which the customer was billed by the Telephone Company under this tariff, FCC 11, FCC 14 and FCC 16 for the months of August 2008, September 2008, and October 2008 (**FMS DS1 Units**). (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(c) Multiplexed DS3 Flat Rate Pricing (Cont'd)

(Step 11) Convert the FMS DS1 Units determined in Step 10 to equivalent Multiplexed DS3 Units by dividing the result of Step 10 by twenty-eight (28) (**DS1s Converted to Multiplexed DS3 Units**).

(Step 12) Calculate the total number of Multiplexed DS3 Units by summing (i) the Multiplexed DS3 Units determined in Step 9; and (ii) the DS1s Converted to Multiplexed DS3 Units in Step 11 (**Total Multiplexed DS3 Units**).

(Step 13) Calculate the average revenue per Multiplexed DS3 Unit (**Multiplexed DS3 ARPU**) by dividing the Multiplexed DS3 Revenue determined in Step 8 by the Total Multiplexed DS3 Units determined in Step 12.

The Multiplexed DS3 ARPU calculated in this Step 13 is used to determine the Flat Rate per Billed Multiplexed DS3 Unit for each Plan Year of the Service Period.

(Step 14) To determine the Flat Rate per Billed Multiplexed DS3 Unit, multiply (i) the Multiplexed DS3 ARPU calculated in Step 13 by; (ii) one (1) minus the discount for the applicable Plan Year from the Table 3 below [Multiplexed DS3 ARPU x (1 – discount)]

Table 3

Plan Year	Discount
1	12.9005%
2	14.1864%
3	15.4526%
4	16.7016%
5	17.9302%

(N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(c) Multiplexed DS3 Flat Rate Pricing (Cont'd)

Illustrative Example:

(i) Assume the Multiplexed Non-IEF Revenue is $4,856,579 ($1,548,140 for August 2008 + $1,616,010 for September 2008 + $1,692,429 for October 2008); and

(ii) Assume the PTP Non-IEF Revenue is $4,888,921 ($1,551,860 for August 2008 + $1,628,990 for September 2008 + $1,708,071 for October 2008); and

(iii) Assume the IEF DS3 Revenue is $168,350 ($55,000 for August 2008 + $56,000 for September 2008 + $57,350 for October 2008); and

(iv) Assume the FMS DS1 Revenues are: $4,969,500 ($1,500,500 for August 2008 + $1,660,000 for September 2008 + $1,809,000 for October 2008); and

(v) Assume the FMS DS1 Services are 18,900 (5,600 for August 2008 + 6,300 for September 2008 + 7,000 for October 2008); and

(vi) Assume the Multiplexed DS3 Units are 4,800 (1,500 for August 2008 + 1,600 for September 2008 + 1,700 for October 2008).

Step 1 The Multiplexed Non-IEF Revenue is $4,856,579.

Step 2 The PTP Non-IEF Revenue is $4,888,921.

Step 3 The Non-IEF DS3 Revenue is $9,745,500 ($4,888,921 + $4,856,579).

Step 4 The % of Non-IEF DS3 Revenue that is Multiplexed Non-IEF Revenue is 49.83% ($4,856,579 / $9,745,500).

Step 5 The IEF DS3 Revenue is $168,350.

Step 6 The Multiplexed IEF DS3 Revenue is $83,889 ($168,350 x 49.83%).

Step 7 The FMS DS1 Revenue is $4,969,500. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(1) Rate Calculation Methodology for Flat Rate Pricing (Cont'd)

(c) Multiplexed DS3 Flat Rate Pricing (Cont'd)

Illustrative Example (Cont'd):

Step 8 The Multiplexed DS3 Revenue is $9,909,968 ($4,856,579 + $83,889 + $4,969,500).

Step 9 The total number of Multiplexed DS3 Units is 4,800.

Step 10 The total number of FMS DS1 Services is 18,900.

Step 11 The DS1s Converted to Multiplexed DS3 Units is 675 (18,900 / 28).

Step 12 The total number of Multiplexed DS3 Units is 5,475 (4,800 + 675).

Step 13 The Multiplexed DS3 ARPU is $1,810.04 ($9,909,968 / 5,475).

Step 14 For Plan Year 1, the Flat Rate per Billed Multiplexed DS3 Unit is $1,576.54 [$1,810.04 x (1 - .129005)]. The Flat Rate per Multiplexed DS3 Unit in Plan Years 2-5 is calculated using the applicable discount from Table 3 preceding. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(2) Calculation of Quarterly Billing Credit

To calculate the Quarterly Billing Credit:

Step 1 Determine the total number of Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units for the Quarter in accordance with (I)(1) preceding.

Step 2 Determine the Billed Qualifying Service Revenue for the Quarter for each Qualifying Service type (i.e., based on Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units) in accordance with (I)(1) preceding.

Step 3 Calculate the Flat Rate for each Qualifying Service type (DS1, Multiplexed DS3, and PTP DS3) in accordance with (I)(1) preceding.

Step 4 Calculate the Quarterly Billing Credit for each Qualifying Service type (DS1, Multiplexed DS3, and PTP DS3) by multiplying (i) the total number of the applicable Billed Qualifying Service Units determined in Step 1; by (ii) the applicable Flat Rate calculated in Step 3; and subtracting the result from (iii) the total of the applicable Billed Qualifying Service Revenue for the Quarter determined in Step 2.

Illustrative Example (using only Billed DS1 Units for illustrative purposes):

(i) Assume the customer's monthly Billed DS1 Units in the first Quarter of Plan Year 2 are 303,000.

(ii) Assume the total Billed Qualifying Service Revenue for DS1 Units in the first Quarter of Plan Year 2 is $83,325,000.

(iii) Assume the Flat Rate for DS1s calculated in accordance with (I)(1)(a) preceding is $246.33. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(I) Calculation and Payment of Quarterly Billing Credits (Cont'd)

(2) Calculation of Quarterly Billing Credit (Cont'd)

Illustrative Example (Cont'd):

Based on the above assumptions:

Step 1 The total Billed DS1 Units for the first Quarter of Plan Year 2 are 303,000.

Step 2 The Billed Qualifying Service Revenue for DS1 Units is $83,325,000.

Step 3 The Flat Rate is $246.33.

Step 4 The Quarterly Billing Credit for Quarter 1 of Plan Year 2 is $8,687,010 [$83,325,000 - (303,000 x $246.33)].

(3) Payment of the Quarterly Billing Credits

The Telephone Company will provide the Quarterly Billing Credits on the customer's bills within one hundred twenty (120) calendar days after the end of the applicable Quarter.

(J) One-Time Revenue Performance Credit

If, as of June 1, 2009, the customer satisfies the eligibility criteria set forth in (C)(1) through (C)(3) preceding, then the customer shall be eligible for a One-Time Revenue Performance Credit in the amount of twenty million dollars ($20M). If the customer satisfies such eligibility criteria, then the Telephone Company shall apply such credits to the customer's applicable account(s) within ninety (90) calendar days after June 1, 2009. The Revenue Performance Credit is available only on a one-time basis for the period specified above, and no further Revenue Performance Credit shall be available to the customer in conjunction with its subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The single One-Time Revenue Performance Credit is provided for the customer's collective subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14 (i.e., the total One-Time Revenue Performance Credit is $20M per customer). (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(K) Limitation on Grooms

(1) Maximum Annual Grooms

During each Plan Year, if the customer orders more than four hundred (400) Grooms of DS3 Services per Plan Year (**Maximum Annual Grooms**), then the Telephone Company may terminate the customer's subscription to this Option 56, Option 54 of FCC 11, (x)
and Option 28 of FCC 14. The Maximum Annual Grooms for Plan Year (x)
1 shall apply on a pro-rated basis for the seven (7) month period of Plan Year 1 beginning June 1, 2009 and ending December 31, 2009 [(400 x (7 / 12) = 233]. The Telephone Company shall provide the customer with notice of any such termination within sixty (60) calendar days of the end of the subject Plan Year, and such termination shall be deemed effective as of the end of such Plan Year. Termination of this Option 56 shall be an automatic termination of Option 54 of FCC 11 and Option 28 of FCC 14. (x)

(2) Customer ACNAs Subject to Limitation on Grooms

The Maximum Annual Grooms limitation set forth in (K)(1) preceding shall apply to all Customer ACNAs. When determining the Maximum Annual Grooms limitation, the Telephone Company shall count all Grooms ordered during the Plan Year in all of the operating territories of this tariff, FCC 11, FCC 14 and FCC 16 (x)
for such Customer ACNAs. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(K) Limitation on Grooms (Cont'd)

(3) Exceptions to the Maximum Annual Grooms

The following types of Grooms shall not be included in the Maximum Annual Grooms and shall be performed by the Telephone Company in accordance with its normal business practices:

(a) Any Groom initiated by the Telephone Company and not requested by the customer;

(b) Any Grooms where a DS3 Service rides a Telephone Company optical service provided to the customer, which optical service terminates at or, originates from, a Customer Point-of-Presence (POP);

(c) Any other Grooms that the customer and the Telephone Company mutually agree in writing to not include in the count of Maximum Annual Grooms, including Grooms associated with the elimination or decommissioning of a Customer POP.

(4) Other than as set forth herein, all Grooms shall remain subject to the terms set forth in this tariff, FCC 11, FCC 14 and FCC 16, as applicable. Upon termination of the customer's subscription to this Option 56 as set forth in this Section (K), the Telephone Company shall not owe any credits under this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 for any period after the termination date described in (K)(1) preceding. Termination of this Option 56 shall be an automatic termination of Option 54 of FCC 11 and Option 28 of FCC 14. (x) (x) (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(L) Suspension of True-ups and Extension of Existing Plans During Service Period

During the Service Period, the customer's Existing Plans as defined in (C)(4) preceding, shall be subject to the following provisions (both as to Qualifying Services as well as all other services covered by such Existing Plans):

(1) Suspension of True-ups

The scheduled review/true-up requirements for the customer's Existing Plans, and FMS Plans, if applicable, including any shortfall payments or penalties that would otherwise result for failure to maintain volume commitments, shall be suspended during the Service Period. Upon termination of the customer's subscription to this Option 56, Option 54 of FCC 11, or Option 28 (x)
of FCC 14 for any reason, the review/true-up requirements shall (x)
be re-activated for the Existing Plans and new commitments shall be established in accordance with the regulations for the type of Existing Plan or FMS Plan involved. For Existing Plans, Time-In-Service-Credits (**TISC**), when applicable, will be granted based on credit already earned as of June 1, 2009 plus any additional credit earned during the customer's subscription to this Option 56, Option 54 of FCC 11, or Option 28 of FCC 14, which (x)
collectively shall not be greater than the TISC available under the terms of the applicable Existing Plan.

(2) Extension of Existing Plans

Subject to any early termination of the customer's subscription to this Option 56, Option 54 of FCC 11, or Option 28 of FCC 14, (x)
the Existing Plans are deemed extended as necessary to be coterminous with the Service Period. Upon expiration of the Service Period, the Existing Plans will be subject to the regulations for the type of Existing Plan involved that ordinarily apply upon expiration of the respective Existing Plans (including establishment of new commitments). TISC will be granted based on credit already earned as of June 1, 2009 plus any additional credit earned during the customer's subscription to this Option 56, Option 54 of FCC 11, or Option 28 of FCC 14, (x)
which collectively shall not be greater than the TISC available under the terms of the applicable Existing Plan. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(L) Suspension of True-ups and Extension of Existing Plans During Service Period (Cont'd)

(3) Other Tariff Provisions

All other terms and conditions applicable to the Existing Plans (including discounts and minimum period requirements) remain unchanged by this Section (L).

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer

(1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party

If the customer sells to an unaffiliated third party, or otherwise transfers to an unaffiliated third party its ownership of (collectively, a **Third Party Sale**), one or more Customer ACNA(s), or a line of business, division, affiliate, or license to operate in a particular geographic area (e.g., a Commercial Mobile Radio Service (CMRS) license) (collectively, **Sold Properties**), then the terms and conditions set forth in this Section (M) shall apply to account for the effect of such Third Party Sale on this Option 56:

(a) No later than sixty (60) calendar days prior to closure of the Third Party Sale, the customer shall notify the Telephone Company of such Third Party Sale via a written notice that includes the following information:

(1) the date on which the Third Party Sale is expected to close; and

(2) the affected Customer ACNA(s); and

(3) the affected state(s) or other relevant geographic area(s); and

(4) Information sufficient to begin the identification process of the volumes and circuit identifiers of all DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units associated with the Sold Properties that the customer will no longer obtain from the Telephone Company as a result of the Third Party Sale (**Sold Qualifying Units**). After sending this notification, the customer will work cooperatively with the Telephone Company (and the third-party carrier, if necessary) to complete the exchange of information that may be reasonably required to determine an adjustment to the applicable Initial Watermark(s). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party (Cont'd)

(b) If the customer provides notice as described in (M)(1)(a) preceding, then effective upon closure of the Third Party Sale if such closure occurs on the first day of a calendar month (or effective upon the first day of the calendar month following closure of the Third Party Sale if such closure occurs on a day other than the first day of a calendar month): (i) all Sold Qualifying Units shall not be counted as Billed Qualifying Service Units, shall not be eligible for the Quarterly Billing Credits, and shall cease to be covered by this Option 56 for all other purposes, and (ii) the Initial Watermarks shall be adjusted as set forth in (M)(1)(c) following.

(c) Initial Watermark Adjustment

Where required under (M)(1)(b) preceding, the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(1) For the Plan Year in which the Third Party Sale occurred:

(Step 1) Determine the volumes of Billed Qualifying Service Units per service type (i.e., DS1, Multiplexed DS3, and PTP DS3) generated by the Sold Properties for the three (3) full calendar months prior to the date of the closing of the Third Party Sale.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year (i.e., the Plan Year in which the Third Party Sale occurred) as of the closing date of the Third Party Sale.

(Step 4) Subtract the amount resulting from Step 3 above from the Initial Watermark to arrive at an adjusted Initial Watermark for the Plan Year in which the Third Party Sale occurred. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(1) Sale or Other Transfer of Ownership From the Customer to an Unaffiliated Third Party (Cont'd)

(c) Initial Watermark Adjustment (Cont'd)

(2) For subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (c)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Subtract the amount resulting from Step 1 of this (c)(2) from the Initial Watermark. The result of such subtraction is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Third Party Sale occurred.

(2) Mergers and Acquisitions of the Customer

(a) In the event the customer merges with another company or acquires a company or a portion of the business of another company (including any ACNA(s) that are not Customer ACNAs) (the company with which the customer merges and the company or portion of the business thereof that the customer acquires (including an ACNA(s) that is not a Customer ACNA(s)) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying Services in connection with such Customer Acquired Properties, then the customer shall notify the Telephone Company prior to the closing of the Acquisition and the Parties shall determine whether the Customer Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and (x)
Option 28 of FCC 14 in accordance with (M)(2)(c) and (M)(4) (x)
following. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(a) (Cont'd)

The Parties shall determine the Acquired Customer DS1 Unit Percentage in accordance with (b) following.

(1) For an Acquisition where the Acquired Customer DS1 Unit Percentage is no more than two percent (2%), the Parties shall automatically include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 in accordance with (M)(2)(c)(1) following. (x)

(2) For an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the Parties may, but shall have no obligation to, include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 in accordance with (M)(2)(c)(2) following. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(b) Determination of Acquired Customer DS1 Unit Percentage

Upon the Telephone Company's receipt of the customer's notice under (a) preceding, the Telephone Company and the customer will work cooperatively to determine whether the number of DS1 Units generated by the Customer Acquired Properties is no more than or greater than two percent (2%) of the Existing Customer DS1 Unit Quantity (as defined in Step 1 below) using the steps shown below:

(Step 1) Determine the total volume of Billed DS1 Units that the customer purchased from the Telephone Company during the three (3) full calendar months prior to the date of the closing of the Acquisition. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Customer DS1 Unit Quantity**).

(Step 2) Determine the total volume of Billed DS1 Units (purchased from the Telephone Company) that the Customer Acquired Properties generated during the three (3) full calendar months prior to the date of the closing of the Acquisition. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Acquired DS1 Unit Quantity**).

(Step 3) Divide the Existing Acquired DS1 Unit Quantity determined in Step 2 by the Existing Customer DS1 Unit Quantity determined in Step 1. The resulting percentage is the **Acquired Customer DS1 Unit Percentage.** (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(b) Determination of Acquired Customer DS1 Unit Percentage (Cont'd)

Illustrative Example:

Assume the following:

(i) the Acquisition closed on September 15; and

(ii) during the period of three (3) full calendar months prior to the date of the closing of the Acquisition (i.e., June, July and August), the Customer Acquired Properties purchased a total of 3,000 Billed DS1 Units from the Telephone Company; and

(iii) during that same period of three (3) full calendar months, the customer purchased a total of 600,000 Billed DS1 Units from the Telephone Company.

Based on the above assumptions, the Acquired Customer DS1 Unit Percentage would be one-half of one percent (0.5%) as follows: (3,000 ÷ 3 = 1,000) ÷ (600,000 ÷ 3 = 200,000) = .5%.

(c) Inclusion or Exclusion of the Customer Acquired Properties

(1) If, under (M)(2)(b) preceding, the Acquired Customer DS1 Unit Percentage is determined to be no more than two percent (2%), then the Telephone Company shall make a pro-rata increase to customer's applicable Initial Watermark(s) and such increase, and application of the applicable Flat Rates, will be effective as of the later of (a) the closing of the Acquisition if such closure occurs on the first day of a calendar month (or the first day of the calendar month following closure of the Acquisition if such closure occurs on a day other than the first day of a calendar month) and (b) the date specified by the Telephone Company, which shall be no later than the first day of the third calendar month after the date on which the Acquisition closes. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (M)(2)(d) following. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(c) Inclusion or Exclusion of the Customer Acquired Properties (Cont'd)

(2) If the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the customer may notify the Telephone Company in writing if, in its sole discretion, it seeks to include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company may, in its sole discretion, agree in writing to such inclusion based upon a number of interrelated factors, including but not limited to (i) the amount by which the Acquired Customer DS1 Unit Percentage exceeds 2%; (ii) the amount of additional Quarterly Billing Credits that would result from such inclusion; and (iii) the impact on the Initial Watermarks. If the Telephone Company agrees in writing to such inclusion, then the Telephone Company shall increase the customer's applicable Initial Watermark(s) and such increase will be effective as of a mutually-agreed date no earlier than the first day of the first full month after the closing of the Acquisition. Effective as of such date, the Telephone Company will also begin application of the applicable Flat Rates. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (M)(2)(d) following. (x) (x)

(3) The effective date upon which the Telephone Company is to adjust the Initial Watermark(s) and implement the Flat Rates as described in (M)(2)(c)(1) preceding for an Acquisition where the Customer DS1 Unit Percentage is no more than two percent (2%), or as described in (M)(2)(c)(2) preceding for an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%) and the Parties have agreed in writing to include the Customer Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14, shall be referred to herein as the **Property Adjustment Date**. (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(c) Inclusion or Exclusion of the Customer Acquired Properties (Cont'd)

(4) In the absence of the Parties' mutual written agreement to include the Customer Acquired Properties with an Acquired Customer DS1 Unit Percentage that is greater than two percent (2%) in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 as set forth in (M)(2)(c)(2) preceding, the following apply: (x)

(i) The Initial Watermarks shall remain unchanged.

(ii) The Flat Rates shall not apply to any Qualifying Service purchases attributable to the Customer Acquired Properties. The Customer Acquired Properties shall not otherwise receive the Flat Rates and shall not gain any other benefit of this Option 56, Option 54 of FCC 11 and (x)
Option 28 of FCC 14. (x)

(iii) The customer may not combine or include any Qualifying Services (or revenues associated therewith) from the Customer Acquired Properties for the purposes of this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14. (x)

(iv) The customer's Billed Qualifying Service Units and Billed Qualifying Service Revenue shall be determined using the customer's business with the Telephone Company using the Customer ACNAs, without adding the services and/or ACNAs attributable to expansion of the customer's purchase of services from the Telephone Company through the Acquisition.

(v) Without limiting any other right of the Telephone Company to terminate the customer's subscription to this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14, if the (x)
Telephone Company determines that the customer has failed to comply with any of the provisions of this section (M)(2)(c)(4), then the Telephone Company, pursuant to mutually agreed dispute resolution provisions, may pursue all remedies available to it at law, in equity, or otherwise, including termination of the customer's subscription to this Option 56, Option 54 of FCC 11, and (x)
Option 28 of FCC 14. (N)(x)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(d) Initial Watermark Adjustment

In the event the Customer Acquired Properties are included in this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 pursuant to (M)(2)(c)(1) and (M)(2)(c)(2) preceding, the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows: (x)

(1) For the Plan Year in which the Property Adjustment Date is to occur:

(Step 1) Determine the volumes of Billed Qualifying Service Units (per service type (i.e., DS1, Multiplexed DS3, and PTP DS3)) generated by the Customer Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Acquisition.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year in which the Property Adjustment Date is to occur.

(Step 4) Add the amount resulting from Step 3 to the Initial Watermark for the subject Plan Year to arrive at an adjusted Initial Watermark for that Plan Year.

(2) For Subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (d)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Add the amount resulting from Step 1 of this (d)(2) to the Initial Watermark. The result of such addition is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Property Adjustment Date occurred. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(M) Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer (Cont'd)

(2) Mergers and Acquisitions of the Customer (Cont'd)

(e) In the event the Customer Acquired Properties are included in this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 pursuant to (M)(2)(c)(1) and (M)(2)(c)(2) preceding, the customer shall, no later than ninety (90) calendar days after the date of closure of the subject Acquisition, complete such steps as are necessary to enroll the applicable Customer Acquired Properties into the customer's Existing Plans (as defined in (C)(4) preceding) and, upon such enrollment, the rates, terms, and conditions (including suspension of scheduled review/true-up, etc. under (L) preceding) shall apply to such enrolled Customer Acquired Properties. If the customer fails to complete such steps within the above-referenced ninety (90) day period, then the customer agrees that it shall be deemed to have authorized the Telephone Company to complete such steps on the customer's behalf. The enrollment requirement set forth in this (M)(2)(e) does not affect the Telephone Company's obligation to adjust the Initial Watermark(s) and implement the Flat Rates in accordance with the time periods described in (M)(2)(c)(1) and (M)(2)(c)(2) preceding. (x)

(3) The Parties shall work cooperatively and in good faith with each other to take such action as may be necessary to achieve the intent of this Section (M), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company

(a) In the event that the Telephone Company sells all or part of one (1) of its operating telephone companies (a **Sold Operating Company**) that provides Qualifying Services under this tariff, FCC 11, FCC 14 or FCC 16 during the Service Period (a **Verizon Property Sale**), the terms and conditions set forth in this Section (N) shall apply. (x)

(b) Prior to closure of the Verizon Property Sale or as expeditiously as practical after such closure, the Telephone Company shall notify the customer of such Verizon Property Sale via a written notice, which shall include the date on which the Verizon Property Sale is expected to close (or has closed) and the affected state(s) or other relevant geographic area(s).

(c) Effective upon closure of the Verizon Property Sale if such closure occurs on the first day of a calendar month (or effective upon the first day of the calendar month following closure of the Verizon Property Sale if such closure occurs on a day other than the first day of a calendar month), all DS1 Units, Multiplexed DS3 Units, and PTP DS3 Units associated with the Sold Operating Company shall not be counted as Billed Qualifying Service Units, shall not be eligible for the Flat Rates, and shall cease to be covered by this Option 56, Option 54 of FCC 11 and Option 28 of FCC 14 for all other purposes, and the Initial Watermarks shall be adjusted as set forth in (d) following. (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company (Cont'd)

(d) Initial Watermark Adjustment

The Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(1) For the Plan Year in which the Verizon Property Sale occurred:

(Step 1) Determine the volumes of Billed Qualifying Service Units (per service type) generated by the Sold Operating Company during the three (3) full calendar months prior to the date of the closing of the Verizon Property Sale.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year (i.e., the Plan Year in which the Verizon Property Sale occurred) as of the closing date of the Verizon Property Sale.

(Step 4) Subtract the amount resulting from Step 3 from the Initial Watermark to arrive at an adjusted Initial Watermark for the Plan Year in which the Verizon Property Sale occurred.

(2) For Subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (d)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Subtract the amount resulting from Step 1 of this (d)(2) from the original Initial Watermark. The result of such subtraction is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Verizon Property Sale occurred. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company

(1) Sale of a Verizon Operating Telephone Company (Cont'd)

Illustrative Example:

Assume the following information for the third quarter of Plan Year 2:

(i) The Initial Watermark is 600,000 Billed DS1 Units.

(ii) The Telephone Company sells Verizon New York Inc. (**Verizon NY**) to a third party at the end of month eight (8) of Plan Year 2.

(iii) During the three (3) full calendar months prior to the date of the closing of the Verizon Property Sale, Verizon NY accounted for 15,000 of the customer's Billed DS1 Units.

Based on the above assumptions:

(Step 1) The average monthly Billed DS1 Units for Verizon NY is 5,000 (15,000/3).

(Step 2) The number of months remaining in Plan Year 2 is four (4) months (12-month Plan Year minus 8 months).

(Step 3) The Initial Watermark for Billed DS1 Units for the remainder of the Plan Year 2 is reduced by 20,000 (5,000 x 4).

(Step 4) The adjusted Watermark for Plan Year 2 is 580,000 (600,000 – 20,000).

(Step 5) The Initial Watermark for all Plan Years subsequent to Plan Year 2 will be adjusted downward by 60,000 (4 x 15,000). The adjusted Initial Watermark for all Plan Years subsequent to Plan Year 2 is 540,000 (600,000 – 60,000). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company

In the event the Telephone Company merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company (the company with which the Telephone Company merges, the company or portion of the business thereof that the Telephone Company acquires, and the company that acquires the Telephone Company in whole or in part may be referred to collectively as the **Verizon Acquired Properties** and such merger or acquisition may be referred to in either case as a **Verizon Acquisition**), the Telephone Company shall determine whether such Verizon Acquired Properties shall be included in or excluded from the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14 in accordance with (a) and (b) following. (x) (x)

(a) The Telephone Company will determine whether it wishes to include the Verizon Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14 based upon factors such as those specified in Sections (N)(2)(b) and (N)(2)(c) following. If the Telephone Company is interested in doing so, then it will determine whether the number of DS1 Units (i.e., as defined in (B)(8) preceding, or the Verizon Acquired Property's equivalent 1.544 Mbps services using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties is greater than two percent (2%) of the Existing DS1 Unit Quantity Purchased from Verizon (as defined below) using the steps shown below: (x) (x)

(Step 1) Determine the total volume of DS1 Units that the customer purchased from the Verizon Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition. Divide such total by three (3) to result in an average monthly volume (such average monthly volume, the **Existing DS1 Unit Quantity Purchased From Verizon Acquired Properties**). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(a) (Cont'd)

(Step 2) Determine the total volume of Billed DS1 Units that the customer purchased from the Telephone Company during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition. Divide such total by three (3) to result in an average monthly volume (such average monthly volume, the **Existing DS1 Unit Quantity Purchased from Verizon**).

(Step 3) Divide the Existing DS1 Unit Quantity Purchased From Verizon Acquired Properties determined in Step 1 by the Existing DS1 Unit Quantity Purchased from Verizon determined in Step 2. The resulting percentage is the **Acquired Verizon DS1 Unit Percentage.**

Illustrative Example:

Assume the following:

(i) The Verizon Acquisition closed on September 15 of a particular Plan Year.

(ii) During the period of three (3) full calendar months prior to the date of the closing of the Verizon Acquisition, the customer purchased a total of 3,000 Billed DS1 Units from the Verizon Acquired Properties.

(iii) During that same period of three (3) full calendar months prior to the date of the closing of the Verizon Acquisition, the customer purchased a total of 600,000 DS1 Units from the Telephone Company.

Based on the above assumptions:

The Acquired Verizon DS1 Unit Percentage would be one-half of one percent (0.5%) as follows: (3,000 ÷ 3 = 1,000) ÷ (600,000 ÷ 3 = 200,000) = .5%. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(b) If the Acquired Verizon DS1 Unit Percentage is no more than two percent (2%), then the Telephone Company may elect, in its sole discretion, to include the Verizon Acquired Properties in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company may exercise such discretion based upon a number of interrelated factors, including but not limited to (i) the availability of pricing flexibility for the Verizon Acquired Properties; (ii) the likelihood of additional regulatory filing requirements; (iii) the cost structure of the Verizon Acquired Properties; (iv) the impact on the Initial Watermarks; and (v) the impact on the Quarterly Billing Credits. If the Telephone Company so elects, the Telephone Company shall provide the customer written notice of such inclusion. If the Verizon Acquired Properties are to be included, the Telephone Company shall make a pro-rata increase to the customer's applicable Initial Watermark(s) and such increase, and application of the applicable Flat Rates to Qualifying Services (or equivalent 1.544 Mbps and 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties, will be effective as of the date specified in the Telephone Company's notice as determined by the Telephone Company, which date may not be earlier than the closing date of the Verizon Acquisition if such closure occurs on the first day of a calendar month (or the first day of the calendar month following closure of the Verizon Acquisition if such closure occurs on a day other than the first day of a calendar month). Effective as of such date specified in the Telephone Company's notice, the applicable Flat Rates shall apply to Qualifying Services (or the equivalent 1.544 Mbps or 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (N)(2)(e) following. (x) (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(c) If the Acquired Verizon DS1 Unit Percentage is greater than two percent (2%), then the Telephone Company may notify the customer if the Telephone Company in its sole discretion wishes to request to include the Verizon Acquired Properties in this Option 56, Option 54 of FCC 11, and Option 28 of FCC 14. The Telephone Company may exercise such discretion based upon a number of interrelated factors, including but not limited to (i) the availability of pricing flexibility for the Verizon Acquired Properties; (ii) the likelihood of additional regulatory filing requirements; (iii) the cost structure of the Verizon Acquired Properties; (iv) the impact on the Initial Watermarks; and (v) the impact on the Quarterly Billing Credits. The customer may, in its sole discretion, agree in writing to such inclusion. (x) (x)

If the customer agrees in writing to such inclusion, then the Telephone Company shall increase the customer's applicable Initial Watermark(s) and such increase will be effective as of a mutually-agreed date no earlier than the first day of the first full month following the date of closing of the Verizon Acquisition. Effective as of such date, the applicable Flat Rates shall apply to Qualifying Services (or the equivalent 1.544 Mbps or 44.736 Mbps services provided by the Verizon Acquired Properties using time division multiplexing technology) that the customer purchases from the Verizon Acquired Properties. The Telephone Company shall calculate such increase in the Initial Watermark(s) using the steps set forth in (e) following.

(d) The effective dates upon which the Telephone Company is to adjust the Initial Watermark(s) and implement the Flat Rates as described in (b) and (c) preceding shall be referred to herein as the (**Verizon Acquisition Property Adjustment Date**). (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(2) Mergers and Acquisitions of the Telephone Company (Cont'd)

(e) Initial Watermark Adjustment

If the Verizon Acquired Properties are included in the terms and conditions (including the calculation of Quarterly Billing Credits) of this Option 56, Option 54 of FCC 11, and (x)
Option 28 of FCC 14 as described in (b) and (c) preceding, (x)
then the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(1) For the Plan Year in which the Verizon Acquired Property Adjustment Date is to occur:

(Step 1) Determine the volumes of Billed Qualifying Service Units (which, for purposes of this Section (N)(2), shall be deemed to have the meaning set forth in (B)(6) preceding or, as applicable, the equivalent 1.544 Mbps or 44.736 Mbps service of the Verizon Acquired Properties using time division multiplexing technology) (per service type (i.e., DS1, Multiplexed DS3, and PTP DS3)) that the customer purchased from the Verizon Acquired Properties during the three (3) full calendar months prior to the date of the closing of the Verizon Acquisition.

(Step 2) Divide the quarterly volumes determined in Step 1 by three (3) to arrive at an average monthly volume.

(Step 3) Multiply the amount determined in Step 2 by the number of full months remaining in the Plan Year in which the Verizon Acquisition Property Adjustment Date is to occur.

(Step 4) Add the amount resulting from Step 3 to the Initial Watermark for the subject Plan Year to arrive at an adjusted Initial Watermark for that Plan Year.

(2) For subsequent Plan Years:

(Step 1) Multiply the quarterly volume determined in Step 1 of (e)(1) preceding by four (4) to arrive at an annualized amount.

(Step 2) Add the amount resulting from Step 1 of this (e)(2) to the Initial Watermark. The result of such addition is the adjusted Initial Watermark for all Plan Years after the Plan Year in which the Verizon Acquisition Property Adjustment Date occurred. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(N) Sale or Acquisition of Properties by the Telephone Company (Cont'd)

(3) The Parties shall work cooperatively and in good faith and take such action as may be necessary to achieve the intent of this Section (N), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent.

(O) Termination

(1) Mutual Agreement

The Parties, by mutual written agreement in their sole discretion, may terminate the customer's subscription to this Option 56. Except as otherwise mutually agreed in writing by the Parties, any termination under this Section (O)(1) shall be effective as of the end of the Plan Year preceding the termination. Termination of the customer's subscription to this Option 56 shall be an automatic termination of the customer's subscription to Option 54 of FCC 11 and Option 28 of FCC 14. (x)
Upon any such termination, the customer shall be entitled to all Quarterly Billing Credits for the Plan Year preceding the termination, but shall not be eligible for any Quarterly Billing Credits for any period of time after the end of such Plan Year.

(2) Termination by the Telephone Company for Failure to Achieve Any Initial Watermark, or Failure to Comply with the Maximum Grooms Limitation

If the Telephone Company wishes to terminate the customer's subscription to this Option 56 for the customer's failure to achieve the Initial Watermark as to any service type (DS1, Multiplexed DS3, or PTP DS3) by the end of any Plan Year, or for failure to comply with the Maximum Grooms Limitation in any Plan Year, then the Telephone Company shall provide notice of termination of the customer's subscription to this Option 56 by no later than ninety (90) calendar days after the end of the applicable Plan Year. Termination of the customer's subscription to this Option 56 shall be an automatic termination of the customer's subscription to Option 54 of FCC 11 and Option 28 of (x)
FCC 14. Upon such termination, the customer shall be entitled to (x)
all Quarterly Billing Credits for such just-concluded Plan Year, but shall not be eligible for any Quarterly Billing Credits for any period of time after the end of such Plan Year. (N)

(x) Issued under authority of Special Permission No. 09-007 of the Federal Communications Commission.

(Issued under Transmittal No. 1011)

Issued: May 8, 2009 Effective: May 23, 2009

Vice President Federal Regulatory
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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(P) Expiration of the Service Period

Upon expiration of Service Period (including any extensions permitted under (E)(2) preceding), the customer has the following options:

(1) continue with the services under the Existing Plans, in which case the review/true-up requirements shall be re-activated in accordance with (L)(1) preceding; or

(2) Subject to the re-activation of Existing Plans as set forth in (L) preceding, disconnect the services without the application of termination liability under this Option 56. In accordance with termination requirements set forth in the Existing Plans which the services are subscribed to, termination charges may apply under such Existing Plans upon any such disconnection.

(Q) Order Performance Credits

(1) Upon the customer's request at the end of each Quarter of a Plan Year, the Parties shall work cooperatively to determine the extent to which the customer's orders for installation or disconnection of DS1 Services and DS3 Services (in each case excluding FMS Services and IEF Services) did not post to the Telephone Company's billing system (and thus were not billed to the customer) until more than thirty one (31) calendar days after the "from" date (i.e., the date on which the customer began (in the case of an installation) or ceased (in the case of a disconnection) to incur monthly recurring charges for the subject service). Such orders may be referred to collectively as **Adjustable Late Posted Orders** and (i) an Adjustable Late Posted Order for installation of a DS1 Service may be referred to as an **Adjustable DS1 Late Posted Add Order**, (ii) an Adjustable Late Posted Order for disconnection of a DS1 Service may be referred to as an **Adjustable DS1 Late Posted Disconnect Order**, (iii) an Adjustable Late Posted Order for installation of a DS3 Service may be referred to as an **Adjustable DS3 Late Posted Add Order**, and (iv) an Adjustable Late Posted Order for disconnection of a DS3 Service may be referred to as an **Adjustable DS3 Late Posted Disconnect Order**. (N)

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21. Contract Tariffs (Cont'd)

21.57 Contract Tariff Option 56 (Cont'd) (N)

(Q) Order Performance Credits (Cont'd)

(2) If the volume of Adjustable DS1 Late Posted Add Orders in a particular Quarter exceeds the volume of Adjustable DS1 Late Posted Disconnect Orders in that Quarter, then the Parties shall determine by mutual agreement the volume of such excess Adjustable DS1 Late Posted Add Orders for which the customer shall receive a **DS1 Order Performance Credit** for that Quarter. Such DS1 Order Performance Credit shall be equal to the agreed volume of excess Adjustable DS1 Late Posted Add Orders multiplied by thirty-eight dollars and 57/100 ($38.57).

(3) If the volume of Adjustable DS3 Late Posted Add Orders in a particular Quarter exceeds the volume of Adjustable DS3 Late Posted Disconnect Orders in that Quarter, then the Parties shall determine by mutual agreement the volume of such excess Adjustable DS3 Late Posted Add Orders for which the customer shall receive a **DS3 Order Performance Credit** for that Quarter. Such DS3 Order Performance Credit shall be equal to the amount resulting from the following calculations: (i) where the Parties agree that the excess Adjustable DS3 Late Posted Add Orders are associated with Multiplexed DS3 Units, the DS3 Order Performance Credit is equal to the agreed volume of such Orders multiplied by one hundred eighty-eight dollars and 67/100 ($188.67), (ii) where the Parties agree that the excess Adjustable DS3 Late Posted Add Orders are associated with PTP DS3 Units, the DS3 Order Performance Credit is equal to the agreed volume of such Orders multiplied by six hundred forty dollars and 32/100 ($640.32).

(4) Any Credits owed to the customer under this Section (Q) shall be provided by the Telephone Company on the customer's bills within one hundred twenty (120) calendar days after the end of the applicable Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (N)

(A) Scope

Contract Tariff Option 57 (**Option 57**) provides a customer with certain Billing Credits (as defined below) on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 57.

(B) Specific Terms

Unless otherwise defined in this Section 21.58, the following terms are used in this Option 57:

(1) **Alternative Tariff Arrangement** shall mean, collectively, any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the services covered by this Option 57.

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits to the customer.

(3) **Billed DS1 Qualifying Service Revenue** shall mean the monthly recurring charge (**MRC**) amounts which are paid in full by the customer for the DS1 Qualifying Services for the applicable Quarter.

(4) **Billed DS1 Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which a DS1 Channel Termination, a DS1 Special Access Line, or a DS1 Circuit Termination (each as defined in (B)(14) following), was billed to the customer for that month as a MRC, using any of the applicable Universal Service Order Codes (**USOCs**) specified in (E)(2)(a) following.

(5) **Billed FMS Revenue** shall mean the MRC amounts for Special Access Facilities Management Service (**FMS**) which were paid in full by the customer for the following USOCs:

B2CDP	B2CDV	B2CEP	B2CEV	B2CFP	BXCQX	N2M
1A59S	1A5YS	1A87S	1A88S	1A89S	1YAMS	MQ6
MXNF3	MXNF5	MXNFX	MXNM3	MXNM5	MXNMX	TNW3X
TNW5X	TNWZX					

(N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(6) **Billed Multiplexed DS3 Qualifying Service Revenue** shall mean the MRC amounts which are paid in full by the customer for the Multiplexed DS3 Qualifying Services for the applicable Quarter.

(7) **Billed Multiplexed DS3 Unit** shall mean, with respect to each month during the Service Period, a multiplexed DS3 service for which one or more MRCs, using any of the applicable USOCs set forth in (E)(2)(b) following, was billed to the customer for that month.

(8) **Billed PTP DS3 Qualifying Service Revenue** shall mean the MRC amounts which are paid in full by the customer for the PTP DS3 Qualifying Services for the applicable Quarter.

(9) **Billed PTP DS3 Unit** shall mean, with respect to each month during the Service Period, a PTP DS3 service for which one or more MRCs, using any of the applicable USOCs set forth in (E)(2)(c) following, was billed to the customer for that month.

(10) **Billed Qualifying Service Revenue** shall mean each of Billed DS1 Qualifying Service Revenue, Billed Multiplexed DS3 Qualifying Service Revenue, and Billed PTP DS3 Qualifying Service Revenue.

(11) **Billed Qualifying Service Units** shall mean Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units.

(12) **Billing Credits** shall mean, collectively, the Quarterly DS1 Credit, the Quarterly Multiplexed DS3 Credit and the Quarterly point-to-point (**PTP**) DS3 Credit provided to the customer as a net credit on its monthly bill after each Quarter during the Service Period based on the applicable rates (as set forth in (H)(1) following) on the specific Qualifying Services offered to the customer pursuant to this Option 57. Calculation of the applicable Billing Credits is described in (H) following. (N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(13) **DS1 Annual Watermark** shall mean the annual minimum required number of Billed DS1 Units. The DS1 Annual Watermark is established by (i) aggregating the number of Billed DS1 Units for the period February 1, 2009 through and including February 28, 2009 under this tariff, Tariff FCC No. 11 (**FCC 11**), Tariff FCC No. 14 (**FCC 14**), and (x)
Tariff FCC No. 16 (**FCC 16**); and (ii) multiplying the result by (x)
twelve (12).

(14) **DS1 Unit** shall mean a DS1 capacity (i.e., 1.544 Mbps) Qualifying Service that meets one of the following definitions: (i) a DS1 Channel Termination as defined in Section 7.1.2(A) preceding of this tariff, (ii) a DS1 Channel Termination as defined in Section (x)
7.1.2(A) of FCC 11, (iii) a DS1 Special Access Line (SAL) as defined in Section 5.1.1(C) of FCC 14, or (iv) a DS1 Circuit Termination as defined in Section 7.2(A) of FCC 16. Where the (x)
calculation of DS1 Units results in a fraction of a DS1 Unit, such fractions are not counted as a DS1 Unit.

(15) **Multiplexed DS3 Annual Watermark** shall mean the annual minimum required number of Billed Multiplexed DS3 Units. The Multiplexed DS3 Annual Watermark is established by (i) aggregating the number of Billed Multiplexed DS3 Units for the period February 1, 2009 through and including February 28, 2009 under this tariff, FCC 11, (x)
FCC 14, and FCC 16; and (ii) multiplying the result by twelve (12). (x)

(16) **Multiplexed DS3 Unit** shall mean an individual Qualifying Service of 44.736 Mbps bandwidth that both: (i) has a unique circuit identifier that conforms to the Common Language Circuit Identifier (CLCI) facility format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18), and (ii) is billed using one or more of the USOCs specified in (E)(2)(b) following. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(17) **Plan Year** shall mean each of the following periods during the Service Period: (i) Plan Year 1 shall commence on June 1, 2009 and end on February 28, 2010; (ii) Plan Year 2 shall commence on March 1, 2010 and end on February 28, 2011; (iii) Plan Year 3 shall commence on March 1, 2011 and end on February 29, 2012; (iv) Plan Year 4 shall commence on March 1, 2012 and end on February 28, 2013; and (v) Plan Year 5 shall begin on March 1, 2013 and end on February 28, 2014.

(18) **PTP DS3 Annual Watermark** shall mean the annual minimum required number of Billed PTP DS3 Units. The PTP DS3 Annual Watermark is established by (i) aggregating the number of Billed PTP DS3 Units for the period February 1, 2009 through and including February 28, 2009 under this tariff, FCC 11, FCC 14, and FCC 16; and (ii) multiplying the result by twelve (12). (x)

(19) **PTP DS3 Unit** shall mean an individual 44.736 Mbps Qualifying Service that both: (i) has a unique circuit identifier that conforms to the CLCI serial number format administered by Telcordia (e.g., 95.HFGS.634683..NE) and (ii) is billed using one or more of the USOCs specified in (E)(2)(c) following.

(20) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter); or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs.

(21) **Watermarks** shall mean the DS1 Annual Watermark, the Multiplexed DS3 Annual Watermark and the PTP DS3 Annual Watermark. Watermarks are subject to adjustment following the Sale of a Verizon Operating Telephone Company as described in (K) following. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits and other benefits of this Option 57.

(1) On June 1, 2009, the customer must:

(a) have between twenty-five thousand (25,000) and sixty thousand (60,000) Billed DS1 Units; and

(b) have billing between sixty thousand (60,000) and one hundred fifty thousand (150,000) total transport miles consisting of Special Access DS1 transport miles, Special Access DS3 transport miles and Special Access FMS transport miles for DS1 or DS3 bandwidth; and

(c) be subscribed to Special Access FMS; and

(d) subject to the terms and conditions set forth in (M) following, be subscribed, and remain concurrently subscribed during the Service Period, to the Commitment Discount Plan as set forth in Section 25.1 following of this tariff and Section 25.1 of FCC 11, (x)
the DS1 Term Volume Plan as set forth in Section 5.6.14 of FCC 14, and the DS1 Term Payment Plan as set forth in Section 7.2.1(G) of FCC 16 (collectively, **Existing Plans**), provided each (x)
applicable Existing Plan remains generally available under this tariff, FCC 11, FCC 14 and/or FCC 16, as applicable; and (x)

(e) not have been required in connection with the most recent scheduled true-up or review of its Existing Plans to pay any shortfall payments or penalties as a result of a failure to maintain volume commitments, under any of the Existing Plans.

(2) Except for Existing Plans, the customer may not concurrently subscribe to an Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon the achievement of total billed revenue or mileage targets that include Special Access DS1 and/or DS3 fixed and per mile charges. If the customer wishes to subscribe to such an Alternative Tariff Arrangement, then the customer shall not receive any Billing Credits under this Option 57, and such subscription shall be considered a termination by the customer of its subscription to this Option 57, subject to (L)(3) and (L)(4)(b) following. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(C) Eligibility (Cont'd)

(3) The customer must subscribe to this Option 57 in a manner designated by the Telephone Company during the thirty (30) day period beginning June 1, 2009 and ending June 30, 2009. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNA(s)**) that the Telephone Company agrees to, in writing, for inclusion in this Option 57. Subscription to this Option 57 shall be an automatic subscription to Option 55 of FCC 11 and Option 29 of FCC 14. (x)

(D) Service Period

The Service Period of this Option 57 shall commence on June 1, 2009 and end on February 28, 2014.

(E) Qualifying Services

Subject to the terms and conditions set forth in this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14, the Billing Credits (x)
shall be provided on the following Qualifying Services and the following rate elements, except that no Billing Credits will be provided in the operating territories of FCC 16: (x)

(1) Qualifying Services will be comprised of the following:

(a) Special Access DS1 Services and DS3 Services, each as set forth in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC (x)
11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16, in (x)
each case as the same may be amended from time to time, which Special Access DS1 Services and DS3 Services are billed by the Telephone Company during the Service Period and meet all of the criteria set forth in this Section (E) during each month of the Service Period; and

(b) Special Access FMS DS1 and FMS DS3 Services, as described in Section 7.2.13 preceding of this tariff and Section 7.2.16 of (x)
FCC 11, in each case as the same may be amended from time to (x)
time, which Special Access FMS DS1 and FMS DS3 Services are billed by the Telephone Company during the Service Period and meet all of the criteria set forth in this Section (E) during each month of the Service Period. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(2) Rate Elements for Qualifying Services

If, during the Service Period, the Telephone Company files a revision that replaces or substitutes, in part or in whole, a USOC set forth in this Section (E), then (effective as of the date on which such revision becomes effective) such new USOC shall be included in the definition of the applicable Qualifying Service(s) and such new USOC, provided it otherwise qualifies as to be contributory under this Section (E) and all other terms of this Option 57, will be counted as contributory towards Billed Qualifying Service Revenue.

(a) DS1 Qualifying Services

Each DS1 Qualifying Service~~s~~ must have Rate Elements billing under at least one of the following USOCs:

1A5ZS	1CF21	1CF22	1CF23	1CF25	1CF35	1CF3W
1CF41	1CF42	1CF43	1CF45	1CF51	1CF52	1CF53
1CF55	1CF61	1CF62	1CF63	1CF65	1CF71	1CF72
1CF73	1CF75	1CF81	1CF82	1CF83	1CF85	1CF91
1CF92	1CF93	1CF95	1CFA1	1CFA2	1CFA3	1CFA5
1CFB1	1CFB2	1CFB3	1CFB5	1CFC1	1CFC2	1CFC3
1CFC5	1CFR8	1CFRJ	1CFS8	1CFSJ	1CFT8	1CFTJ
1CFU8	1CFUJ	1CFV8	1CFVJ	1CKDF	1CKDX	1J53S
1J54S	1L5LS	1L5XX	1LFMX	1LFSX	1OX1X	1OX2X
1OX3X	1OX5X	1OXTX	1T58S	1X7VX	1XCDX	CCO
C6H6X	C6H7X	CTG	DVA	EU4DF	EU4DX	EU7VX
EUU21	EUU22	EUU23	EUU25	EUU31	EUU33	EUU35
EUU3W	EUU41	EUU42	EUU43	EUU45	EUU51	EUU52
EUU53	EUU55	EUU61	EUU62	EUU63	EUU65	EUU71
EUU72	EUU73	EUU75	EUU81	EUU82	EUU83	EUU85
EUU91	EUU92	EUU93	EUU95	EUUA1	EUUA2	EUUA3
EUUA5	EUUB1	EUUB2	EUUB3	EUUB5	EUUC1	EUUC2
EUUC3	EUUC5	EUUR8	EUUS8	EUUT8	EUUU8	EUUV8
EUURJ	EUUSJ	EUUTJ	EUUUJ	EUUVJ	EUW	MQ1
MQK	MXN12	MXN13	MXN15	MXN17	PR9PX	PR9SX
QMU	TMECS	TNJZX	TNT3X	TNT4X	TNT8X	TRG
TSP	TZGHX					

(N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(2) Rate Elements for Qualifying Services (Cont'd)

(b) Multiplexed DS3 Qualifying Services

Each Multiplexed DS3 Qualifying Service~~s~~ must have Rate Elements billing under at least one of the following USOCs:

1A59S	1A5YS	1A87S	1A88S	1A89S	1A5LX	1C4A3
1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3	1C4C5
1C4C7	1C4D3	1C4D5	1C4D7	1C4E3	1C4E5	1C4E7
1C4F3	1C4F5	1C4F7	1C4G3	1C4G5	1C4G7	1C4H3
1C4H5	1C4H7	1C4J3	1C4J5	1C4J7	1C4K3	1C4K5
1C4K7	1CFD1	1CFD3	1CFD5	1CFD7	1CFE1	1CFE3
1CFE5	1CFE7	1CFF1	1CFF3	1CFF5	1CFF7	1CFG1
1CFG3	1CFG5	1CFG7	1CFH1	1CFH3	1CFH5	1CFH7
1CFJ1	1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3	1CFK5
1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1	1CFM3
1CFM5	1CFM7	1CFN1	1CFN3	1CFN5	1CFN7	1CKMF
1CKNX	1CKPF	1CKSX	1L5LS	1L5XX	1LFSX	1U5PS
1YA8S	1YAMS	ABVBA	B2CDP	B2CDV	B2CEP	B2CEV
B2CFP	BXCQX	EQUA3	EQUA5	EQUA7	EQUB3	EQUB5
EQUB7	EQUC3	EQUC5	EQUC7	EQUD3	EQUD5	EQUD7
EQUE3	EQUE5	EQUE7	EQUF3	EQUF5	EQUF7	EQUG3
EQUG5	EQUG7	EQUH3	EQUH5	EQUH7	EQUJ3	EQUJ5
EQUJ7	EQUK3	EQUK5	EQUK7	EU4MF	EU4NX	EU4PF
EU4SX	EUUD1	EUUD3	EUUD5	EUUD7	EUUE1	EUUE3
EUUE5	EUUE7	EUUF1	EUUF3	EUUF5	EUUF7	EUUG1
EUUG3	EUUG5	EUUG7	EUUH1	EUUH3	EUUH5	EUUH7
EUUJ1	EUUJ3	EUUJ5	EUUJ7	EUUK1	EUUK3	EUUK5
EUUK7	EUUL1	EUUL3	EUUL5	EUUL7	EUUM1	EUUM3
EUUM5	EUUM7	EUUN1	EUUN3	EUUN5	EUUN7	FQYU1
FQYU2	FQYU3	FQYU4	FQYU5	FQYU6	HKTJX	HKTJS
HKTLS	MKM	MQ3	MQ6	MXNF3	MXNF5	MXNFX
MXNM3	MXNM5	MXNMX	MXNRX	N2M	PR9SX	SLHA1
SLHA3	SLHA5	SLHA7	SLHB1	SLHB3	SLHB5	SLHB7
SLHC1	SLHC3	SLHC5	SLHC7	SLHD1	SLHD3	SLHD5
SLHD7	SLHE1	SLHE3	SLHE5	SLHE7	TRG	TKTPX
TNW3X	TNW5X	TNWZX	TUTPX	TYF8S	TYF8X	TYFLS
TYFLX	TYFMS	TYFMX	TYFNX	TYFOX	TYFPX	TYFQX
TYFRX	TYFSX	TYFTX	TYFUX	TYFVS	TYFVX	TYFWS
TYFWX						

(N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(2) Rate Elements for Qualifying Services (Cont'd)

(c) PTP DS3 Qualifying Services

Each PTP DS3 Qualifying Service~~s~~ must have Rate Elements billing under at least one of the following USOCs:

1A5LX	1A59S	1A5YS	1A87S	1A88S	1A89S	1C4A3
1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3	1C4C5
1C4C7	1C4D3	1C4D5	1C4D7	1C4E3	1C4E5	1C4E7
1C4F3	1C4F5	1C4F7	1C4G3	1C4G5	1C4G7	1C4H3
1C4H5	1C4H7	1C4J3	1C4J5	1C4J7	1C4K3	1C4K5
1C4K7	1CFD1	1CFD3	1CFD5	1CFD7	1CFE1	1CFE3
1CFE5	1CFE7	1CFF1	1CFF3	1CFF5	1CFF7	1CFG1
1CFG3	1CFG5	1CFG7	1CFH1	1CFH3	1CFH5	1CFH7
1CFJ1	1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3	1CFK5
1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1	1CFM3
1CFM5	1CFM7	1CFN1	1CFN3	1CFN5	1CFN7	1CKMF
1CKNX	1CKPF	1CKSX	1L5LS	1L5XX	1LFSX	1U5PS
1YA8S	1YAMS	ABVBA	B2CDP	B2CDV	B2CEP	B2CEV
B2CFP	BXCQX	EQUA3	EQUA5	EQUA7	EQUB3	EQUB5
EQUB7	EQUC3	EQUC5	EQUC7	EQUD3	EQUD5	EQUD7
EQUE3	EQUE5	EQUE7	EQUF3	EQUF5	EQUF7	EQUG3
EQUG5	EQUG7	EQUH3	EQUH5	EQUH7	EQUJ3	EQUJ5
EQUJ7	EQUK3	EQUK5	EQUK7	EU4MF	EU4NX	EU4PF
EU4SX	EUUD1	EUUD3	EUUD5	EUUD7	EUUE1	EUUE3
EUUE5	EUUE7	EUUF1	EUUF3	EUUF5	EUUF7	EUUG1
EUUG3	EUUG5	EUUG7	EUUH1	EUUH3	EUUH5	EUUH7
EUUJ1	EUUJ3	EUUJ5	EUUJ7	EUUK1	EUUK3	EUUK5
EUUK7	EUUL1	EUUL3	EUUL5	EUUL7	EUUM1	EUUM3
EUUM5	EUUM7	EUUN1	EUUN3	EUUN5	EUUN7	FQYU1
FQYU2	FQYU3	FQYU4	FQYU5	FQYU6	HKTJX	HKTJS
HKTLS	MXNF3	MXNF5	MXNFX	MXNM3	MXNM5	MXNMX
N2M	PR9SX	SLHA1	SLHA3	SLHA5	SLHA7	SLHB1
SLHB3	SLHB5	SLHB7	SLHC1	SLHC3	SLHC5	SLHC7
SLHD1	SLHD3	SLHD5	SLHD7	SLHE1	SLHE3	SLHE5
SLHE7	TRG	TKTPX	TNW3X	TNW5X	TNWZX	TUTPX
TYF8S	TYF8X	TYFLS	TYFLX	TYFMX	TYFMS	TYFNX
TYFOX	TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX
TYFVS	TYFVX	TYFWS	TYFWX			

(N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (N)

(E) Qualifying Services (Cont'd)

(3) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (E)(1) preceding shall not be eligible for inclusion as Qualifying Services under this Option 57. Switched Access Services as set forth in Section 6 preceding are not Qualifying Services in this Option 57.

(4) If the rates or terms and conditions of a Qualifying Service under this tariff are amended from time to time, such amended rates or terms and conditions shall apply herein upon the effectiveness of such tariff amendment.

(F) Revenues Included in Calculation of Billed Qualifying Service Revenue

(1) The customer's Billed Qualifying Service Revenue under this tariff shall include **only** MRC amounts which are paid in full by the customer.

(a) For purposes of this Option 57, **MRCs** shall mean billed monthly recurring revenues, net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services billed during any Quarter under the USOCs set forth in (E)(2) preceding, and excluding Disputed Charges.

(b) For purposes of this Option 57, **Disputed Charges** shall mean MRCs for the Qualifying Services billed during any Quarter, which amounts are under dispute regardless of whether or not they have been paid in full by the customer, as of the thirtieth (30^{th}) calendar day following the end of the applicable Quarter in accordance with (H)(5) following. Amounts which have not been paid in full (regardless of whether or not such amounts are under dispute by the customer) shall not be included in the customer's Billed Qualifying Service Revenue for the applicable Quarter.

(c) For purposes of this Option 57, **paid in full** shall mean that the customer paid the billed amount without any offsets or reductions from the billed amount for the Qualifying Services, in accordance with the terms of this tariff. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(F) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(2) Examples of Revenue Not Included in Calculation of Billed Qualifying Service Revenue

Billed Qualifying Service Revenue under this tariff does not include (among other possible items, the following list being illustrative only) any revenue associated with other than the USOCs set forth in (E)(2) preceding, and the following types of charges are not included:

(a) Nonrecurring charges.

(b) Surcharges, late payment charges, credits (including any credits provided under this Option 57), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter of the Service Period.

(c) Any amount that appears in the Other Charges and Credits section of the Telephone Company's bill to the customer (e.g., prorated charges).

(d) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund).

(e) Service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty).

(f) Any other charges that are not applied on a recurring monthly basis and/or do not appear in the MRC section (typically labeled "Monthly Access Charges") of the Telephone Company's bill to the customer.

(g) Credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(F) Revenues Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(2) Examples of Revenue Not Included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(h) Any debits or credits for Services rendered in prior Quarters or periods prior to June 1, 2009.

(i) Any amount billed under a particular bill period during the Service Period for services provided prior to June 1, 2009.

(j) Billed amounts associated with any service (or any portion of a service) that is not a Qualifying Service.

(k) Any Disputed Charges.

(l) Any other billed amount related to the Qualifying Services for which payment is being withheld or under dispute by the customer, subject to the terms of (H)(5) following hereof;

(m) Billing Credits.

(G) Serving Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC 11, and FCC 14. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14) that occur during the Service Period will apply. No Billing Credits will be provided in the operating territories of FCC 16. (x) (x) (x) (N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits

(1) The Flat Rate pricing for the Qualifying Services is achieved by providing Quarterly Billing Credits.

(a) The DS1 Flat Rates for each Plan Year will be equal to a fixed percentage of the benchmark average revenue per DS1 unit (**DS1 ARPU**) as set forth in Table 1 below. The calculation of DS1 Flat Rates is further described in (H)(2)(a) following.

(b) The Multiplexed DS3 Flat Rate will be equal to a fixed percentage of the applicable PTP DS3 Flat Rate as set forth in Table 1 below. The calculation of PTP DS3 Flat Rates is further described in (H)(2)(b) following.

(c) The PTP DS3 Flat Rates for each Plan Year will be equal to a fixed percentage of the benchmark average revenue per PTP DS3 Unit (**PTP DS3 ARPU**) as set forth in Table 1 below. The calculation of PTP DS3 Flat Rates is further described in (H)(2)(b) following.

The Telephone Company shall determine on a Quarterly basis the Billed Qualifying Service Revenue and Billed Qualifying Service Units for each Qualifying Service. The Billing Credits for each of the three Qualifying Services (i.e., DS1 Qualifying Services, Multiplexed DS3 Qualifying Services and PTP DS3 Qualifying Services) will be an amount equal to the applicable Billed Qualifying Service Revenue (i.e., Billed DS1 Qualifying Service Revenue, Billed Multiplexed DS3 Qualifying Service Revenue and Billed PTP DS3 Qualifying Service Revenue) for the applicable Quarter **minus** the revenues derived from the Flat Rate pricing for the applicable Billed Qualifying Service Units (i.e., Billed DS1 Units, Billed Multiplexed DS3 Units, and Billed PTP DS3 Units) for the same Quarter. Shared Use as set forth in Section 5.2.8 preceding is allowed under this Option 57; however, only the Special Access portion of the Qualifying Service is included in the calculation of the Billing Credits. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits

(1) (Cont'd)

Table 1

Qualifying Service	Plan Year 1 Flat Rate	Plan Year 2 Flat Rate	Plan Year 3 Flat Rate	Plan Year 4 Flat Rate	Plan Year 5 Flat Rate
DS1 Units	94.01% of DS1 ARPU	92.44% of DS1 ARPU	90.87% of DS1 ARPU	89.30% of DS1 ARPU	87.74% of DS1 ARPU
Multiplexed DS3 Units	57.22% of PTP DS3 Flat Rate	57.75% of PTP DS3 Flat Rate	58.29% of PTP DS3 Flat Rate	58.84% of PTP DS3 Flat Rate	59.41% of PTP DS3 Flat Rate
PTP DS3 Units	92.66% of PTP DS3 ARPU	91.38% of PTP DS3 ARPU	90.09% of PTP DS3 ARPU	88.80% of PTP DS3 ARPU	87.51% of PTP DS3 ARPU

(2) The benchmark ARPU will be established at the time of subscription to this Option 57 and will be calculated as follows:

(a) DS1 ARPU shall be calculated as follows:

Step 1 Sum the Billed DS1 Qualifying Service Revenue for January 2009, February 2009, and March 2009.

Step 2 Sum the Billed FMS Revenue for January 2009, February 2009, and March 2009.

Step 3 Multiply the total calculated in Step 2 by the percentage of Billed FMS Revenue that is attributable to DS1 transport and muxing.

Step 4 Sum the amounts calculated in Step 1 and Step 3.

Step 5 Sum the Billed DS1 Units for January 2009, February 2009, and March 2009.

Step 6 Divide the amount calculated in Step 4 by the amount calculated in Step 5. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(2) (Cont'd)

(a) DS1 ARPU shall be calculated as follows (Cont'd)

Illustrative Example 1:

Assume the following for this illustrative example.

(i) The Billed Qualifying Service Revenue for the DS1 ARPU is $800,000 during January 2009, $800,000 during February 2009, and $800,000 during March 2009.

(ii) The Billed FMS Revenue is $50,000 during January 2009, $50,000 during February 2009, and $50,000 during March 2009.

(iii) The Billed FMS Revenue Allocation Percentage for the DS1 ARPU is 26.20%.

(iv) The Billed Qualifying Service Units for the DS1 ARPU is 33,000 during January 2009, 33,000 during February 2009, and 34,000 during March 2009.

Based on the above assumptions, the DS1 ARPU would be calculated as follows:

Step 1 Total Billed DS1 Qualifying Service Revenue is $2,400,000 ($800,000 + $800,000 + $800,000).

Step 2 Billed FMS Revenue is $150,000 ($50,000 + $50,000 + $50,000).

Step 3 Billed FMS Revenue allocated to DS1 transport and muxing is $39,300 ($150,000 x 26.20%).

Step 4 Total DS1 Revenue is $2,439,300 ($2,400,000 + $39,300).

Step 5 DS1 Billed Units are 100,000 (33,000 + 33,000 + 34,000).

Step 6 DS1 ARPU is $243.93 ($2,439,300 / 100,000). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(2) (Cont'd)

(b) PTP DS3 ARPU shall be calculated as follows:

Step 1 Sum the Billed PTP DS3 Qualifying Service Revenue exclusive of amounts billed to USOCs included in the definition of Billed FMS Revenues for January 2009, February 2009, and March 2009.

Step 2 Sum the Billed FMS Revenue for January 2009, February 2009, and March 2009.

Step 3 Multiply the total calculated in Step 2 by the percentage of Billed FMS Revenue that is attributable to PTP DS3 transport and channel terminations.

Step 4 Sum the amounts calculated in Step 1 and Step 3.

Step 5 Sum the Billed PTP DS3 Units for January 2009, February 2009, and March 2009.

Step 6 Divide the amount calculated in Step 4 by the amount calculated in Step 5. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(2) (Cont'd)

(b) PTP DS3 ARPU shall be calculated as follows (Cont'd):

Illustrative Examples 2:

Assume the following for this illustrative example.

(i) The Billed Qualifying Service Revenue for the PTP DS3 ARPU is $1,000,000 during January 2009, $1,000,000 during February 2009, and $1,000,000 during March 2009.

(ii) The Billed Multiplexed DS3 Qualifying Service Revenue from FMS USOCs is $10,000 during January 2009, $10,000 during February 2009, and $10,000 during March 2009.

(iii) The Billed FMS Revenue is $50,000 during January 2009, $50,000 during February 2009, and $50,000 during March 2009.

(iv) The Billed FMS Revenue Allocation Percentage for the PTP DS3 ARPU is 35.46%.

(v) The Billed Qualifying Service Units for the PTP DS3 ARPU is 300 during January 2009, 350 during February 2009, and 350 during March 2009.

Based on the above assumptions, the PTP DS3 ARPU would be calculated as follows:

Step 1 Total Billed PTP DS3 Qualifying Service Revenue exclusive of amounts billed to FMS USOCs is $2,970,000 [($1,000,000 x 3)-($10,000 x 3)].

Step 2 Billed FMS Revenue is $150,000 ($50,000 + $50,000 + $50,000).

Step 3 Billed FMS Revenue allocated to PTP DS3 transport and channel terminations is $53,190 ($150,000 x 35.46%)

Step 4 Total PTP DS3 Revenue is $3,023,190 ($2,970,000 + $53,190).

Step 5 PTP DS3 Billed Units are 1,000 (300 + 350 + 350).

Step 6 PTP DS3 ARPU is $3,023.19 ($3,023,190 / 1,000). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(3) Subject to all of the terms of this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14, the customer shall be eligible to receive the following Quarterly Billing Credits: (x) (x)

(a) Quarterly DS1 Billing Credit

The customer will receive the Quarterly DS1 Billing Credit based on the applicable discounted Flat Rate pricing as calculated in accordance with (H)(1) and (H)(2) preceding for all Billed DS1 Units during each Quarter of each Plan Year of the Service Period. The Billed DS1 Units shall be billed on a monthly recurring basis at the rates set forth in this tariff, FCC 11, FCC 14, and FCC 16, as applicable, and the Telephone Company shall provide the Quarterly DS1 Billing Credit equal to the difference between such rates and the Flat Rates calculated in accordance with (H)(1) and (H)(2) preceding. (x) (x)

Example of Calculation of Quarterly DS1 Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

(i) The DS1 ARPU is $243.93 as calculated in Illustrative Example 1 of (H)(2)(a) preceding; and

(ii) The customer's Billed DS1 Units for the three months of Quarter 1 are 33,000, 33,000, and 34,000; and

(iii) The total Billed Qualifying DS1 Service Revenue for Quarter 1 is $25,000,000.

Based on the above assumptions:

(i) The Plan Year 3 Flat Rate for DS1 Units for Plan Year 3 is $221.66 ($243.93 x 90.87%); and

(ii) The total Billed DS1 Units for the Quarter are 100,000 (33,000 + 33,000 + 34,000); and

(iii) The total Quarterly DS1 Billing Credit due under this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14 equals $2,834,000 [$25,000,000 – (100,000 x $221.66)]. (x) (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(3) (Cont'd)

(b) Quarterly Multiplexed DS3 Billing Credit

The customer will receive the Quarterly Multiplexed DS3 Billing Credit based on the applicable discounted Flat Rate pricing as calculated in accordance with (H)(1) and (H)(2) preceding for all Billed Multiplexed DS3 Units during each Quarter of each Plan Year of the Service Period. The Billed Multiplexed DS3 Units shall be billed on a monthly recurring basis at the rates set forth in this tariff, FCC 11, FCC 14, and FCC 16, as applicable, (x) and the Telephone Company shall provide the Quarterly Multiplexed DS3 Billing Credit, which shall be a contra credit, or debit, equal to the positive difference between such rates and the Flat Rates calculated in accordance with (H)(1) and (H)(2) preceding.

Example of Calculation of Quarterly Multiplexed DS3 Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

(i) The Plan Year 3 Flat Rate per PTP DS3 Unit is $2,723.59 as calculated in the example in (H)(3)(c) following; and

(ii) The customer's Billed Multiplexed DS3 Units for the three months of Quarter 1 are 1,000, 1,000, and 1,000; and

(ii) The total Billed Qualifying Multiplexed DS3 Service Revenue for Quarter 1 is $4,000,000.

Based on the above assumptions:

(i) The Plan Year 3 Flat Rate for DS3 Units for Plan Year 3 is $1,587.58 ($2,723.59 x 58.29%); and

(ii) The total Billed Multiplexed DS3 Units for the Quarter are 3,000 (1,000 + 1,000 + 1,000); and

(iii) The total Quarterly Multiplexed DS3 Billing Credit due under this Option 57, Option 55 of FCC 11, and Option 29 (x) of FCC 14 equals ($762,740) [$4,000,000 - (3,000 x (x) $1,587.58)]. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(3) (Cont'd)

(c) Quarterly PTP DS3 Billing Credit

The customer will receive the Quarterly PTP DS3 Billing Credit based on the applicable discounted Flat Rate pricing as calculated in accordance with Section (H)(1) and (H)(2) preceding for all Billed PTP DS3 Units during each Quarter of each Plan Year of the Service Period. The Billed PTP DS3 Units shall be billed on a monthly recurring basis at the rates set forth in this tariff, FCC 11, FCC 14, and FCC 16, as applicable, and the (x)
Telephone Company shall provide the Quarterly PTP DS3 Billing Credit equal to the difference between such rates and the Flat Rates calculated in accordance with (H)(1) and (H)(2) preceding.

Example of Calculation of Quarterly PTP DS3 Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

(i) The PTP DS3 ARPU is $3,023.19 as calculated in Illustrative Example 2 of (H)(2)(b) preceding; and

(ii) The customer's Billed PTP DS3 Units for the three months of Quarter 1 are 400, 500, and 600; and

(iii) The total Billed Qualifying PTP DS3 Service Revenue for Quarter 1 is $4,350,000.

Based on the above assumptions:

(i) The Plan Year 3 Flat Rate for PTP DS3 Units for Plan Year 3 is $2,723.59 ($3,023.19 x 90.09%); and

(ii) The total Billed PTP DS3 Units for the Quarter are 1,500 (400 + 500 + 600); and

(iii) The total Quarterly PTP DS3 Billing Credit due under this Option 57, Option 55 of FCC 11, and Option 29 of (x)
FCC 14 equals $264,615 [$4,350,000 - (1,500 x (x)
$2,723.59)]. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(4) The Telephone Company shall provide the net Billing Credit for each Quarter on the customer's Carrier Access Billing System (**CABS**) bill no later than sixty (60) calendar days following the end of the applicable Quarter.

Continuing the Examples set forth in (H)(3) preceding, the net Billing Credit for Quarter 1 of Plan Year 3 is calculated as follows:

Based upon a Quarterly DS1 Billing Credit of $2,834,000, a Quarterly Multiplexed DS3 Billing Credit of ($762,740), and a Quarterly PTP DS3 Billing Credit of $264,615, in each case for Quarter 1 of Plan Year 3, a net Billing Credit for Quarter 1 of Plan Year 3 equals $2,335,875 ($2,834,000 - $762,740 + $264,615).

(5) In calculating the Billing Credits, all of the following requirements shall apply:

(a) The Telephone Company shall not include in the calculation of the Billing Credits any amounts which are unpaid and/or disputed by the customer as of the thirtieth (30th) calendar day following the end of each Quarter. For example, assume that the customer had MRCs which were billed in Quarter 1 of $3,000,000. Assume further that the customer disputed and did not pay $450,000 of such billed MRCs. Hence, in calculating the net Billing Credit under (H)(4) preceding, the MRCs would be calculated as $2,550,000 ($3,000,000 - $450,000).

(b) To the extent that the customer has any disputes, the customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) calendar day following the end of each Quarter. Each dispute must be submitted on a claim description form as provided by the Telephone Company and must clearly state next to the circuit ID the amount under dispute with the following "Dispute Associated with 2009 Contract Tariff."

(c) Any amounts or Qualifying Services that are included in calculation of the Billing Credits will not be subject to any claims or disputes by the customer at any time in the future. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(5) (Cont'd)

(d) For the purpose of calculating the Billing Credits, the Telephone Company shall not include in MRCs any credits or debits for Qualifying Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company) or any prior Quarter other than the then current Quarter for which the Billing Credits are being calculated.

As an illustrative example,

(i) Assume that the customer had MRCs for DS1 Qualifying Services which were billed in Quarter 1 of $3,000,000.

(ii) Assume further that the customer disputed and did not pay $450,000 of such billed MRCs.

(iii) Hence, in calculating the Quarterly DS1 Billing Credit, the MRCs would be calculated as $2,550,000 ($3,000,000 - $450,000).

(iv) Assume further that in Quarter 2, the Telephone Company and the customer agree that such billing was partially in error and that the customer should have received a credit of $300,000 for DS1 Qualifying Services.

(v) Then, in Quarter 2, the Telephone Company shall not include such credit adjustment of $300,000 or the subsequent debit of $150,000 for purposes of calculating the customer's DS1 Quarterly Billing Credit in Quarter 2. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits (Cont'd)

(5) (Cont'd)

(e) Upon resolution of any Disputed Charges, or disputes raised after the determination of the Billing Credits, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credits, and the same shall apply regardless of the outcome of any Disputed Charges.

(f) If the Telephone Company bills amounts after the determination of the Billing Credits that would have otherwise been included in the determination of the Billing Credits, there in no event will be any adjustment to the Billing Credits.

(g) The Billing Credits as determined by the Telephone Company are not subject to dispute.

(h) The amount of the Billing Credits shall in no event be subject to any late payment, interest or penalty as set forth in Section 2.4.1 preceding of this tariff, Section 2.4.1 of FCC 11, or Section 2.4.1 of FCC 14. (N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(I) One-Time Credit

No later than thirty (30) days following the date of subscription, and subject to the terms and conditions set forth in this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14, the Telephone Company will provide the customer with a One-Time Credit of seven hundred and fifty thousand dollars ($750,000), which credit shall be applied by the Telephone Company to specific BANs as mutually agreed to by the customer and the Telephone Company. This One-Time Credit shall not be included in the calculation of the Billing Credits set forth herein. The One-Time Credit is provided for the customer's collective subscription to this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14 (i.e., the total One-Time Credit is $750,000 per customer). (x) (x) (x)

(J) Mergers and Acquisitions of Customer

In the event that the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth herein.

(1) The customer may not combine or include any Billed Qualifying Service Units or Billed Qualifying Services Revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in determining whether or not the customer has qualified for, or the amount of any, Billing Credits provided for under this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14. (x) (x)

(2) The customer's Billed Qualifying Service Units and Billed Qualifying Services Revenues shall be calculated based on its business and revenue with the Telephone Company using the Customer ACNAs provided under (C)(3) preceding, without adding the revenues, units, and/or ACNAs attributable to expansion of the customer's purchase of Qualifying Services from the Telephone Company through merger, transfer, assignment, or acquisition. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(3) The Telephone Company reserves the right to terminate the customer's subscription to this Option 57 without liability if the customer does not adhere to the provisions of this Section (J). Subject to (L)(4)(b) following, termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 and Option 29 of FCC 14. (x) (x)

(K) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Qualifying Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust each of the Watermarks.

Example:
Assume the following information for the third quarter of Plan Year 2:

(i) The current DS1 Annual Watermark is 369,000 Billed DS1 Units; and

(ii) The Telephone Company sells Verizon New York, Inc. to a third-party at the end of month eight (8) of Plan Year 2; and

(iii) During the three (3) month period prior to the sale, Verizon New York, Inc. provided 12,000 Billed DS1 Units to the customer.

Based on the above assumptions:

(i) The average Billed DS1 Units for Verizon New York, Inc. is 4,000 (12,000 / 3).

(ii) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).

(iii) The Plan Year 2 DS1 Annual Watermark would be reduced by 16,000 (4,000 x 4).

(iv) The adjusted DS1 Annual Watermark for Plan Year 2 is 353,000 (369,000 – 16,000).

(v) The DS1 Annual Watermark for the remaining three Plan Years will be reduced by the 48,000 annualized Billed DS1 Units in Verizon New York, Inc. (4,000 x 12) resulting in a revised DS1 Annual Watermark of 321,000 Billed DS1 Units (369,000 - 48,000). (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(L) Termination

(1) Telephone Company Buy-Out Option

The Telephone Company has the option, upon completion of the determination of the Billing Credits for Qualifying Services achieved by the customer in respect of the fourth Quarter of any Plan Year of the Service Period, and upon providing thirty (30) calendar days written notice to the customer, to terminate the customer's subscription to this Option 57. Termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 (x)
and Option 29 of FCC 14. The suspensions associated with (x)
customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 57, Option 55 of FCC 11, (x)
and Option 29 of FCC 14. If the Telephone Company exercises this (x)
buy-out option, the Telephone Company shall pay to the customer, within sixty (60) calendar days of the date of the notice exercising this option, an amount equal to any Billing Credits due and payable in respect of the fourth Quarter of Plan Year just ended plus two hundred thousand dollars ($200,000) multiplied by the number of Plan Years left in the Service Period. The following illustrative example is presented:

Assume the following information pertains to this example:

(i) Assume the customer is owed $400,000 in Billing Credits for the fourth Quarter of Plan Year 3 of the Service Period; and

(ii) assume two (2) years are remaining in Service Period; and

(iii) at the end of Plan Year 3, the Telephone Company decides to exercise its buy-out.

Based on the above assumptions the Telephone Company owes the customer a buy-out payment equal to $400,000 + ($200,000 x 2) = $800,000.

Additionally, the customer will not be subject to termination liability under (L)(3) following. (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(L) Termination (Cont'd)

(2) Mutual Termination Option

Not withstanding any other provisions set forth herein or as mutually agreed upon by the Telephone Company and the customer, each of the Telephone Company and the customer (individually **Party** or collectively **the Parties**) have the option at the end of Plan Year 4 to terminate the customer's subscription to this Option 57 without the imposition of either a Buyout Payment as set forth in (L)(1) preceding or Termination Liability as set forth in (L)(3) following, provided the Party or the Parties exercising such option provide written notice to the other Party within thirty (30) calendar days of the end of Plan Year 4 of its intent to terminate the customer's subscription to this Option 57. Upon the providing of such notice, the Parties shall terminate this Option 57. The Telephone Company shall remain liable for Billing Credits owed to the customer for the period ending on the last day of Plan Year 4. Termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 and Option 29 of FCC 14. The (x)
suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14. (N)(x)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(L) Termination (Cont'd)

(3) Termination by the Customer

The customer may terminate its subscription to this Option 57 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) calendar days prior to the requested date of termination. Except as allowed under (L)(2) preceding, if the customer terminates or cancels its subscription to this Option 57 at any time during the Service Period for any reason, or if the customer fails to comply with the terms or conditions set forth herein (and as further described in (L)(4)(b) following), then the customer shall pay to the Telephone Company by no later than thirty (30) calendar days after such date of termination or non-compliance an amount equal to the following percentage of all Billing Credits paid under this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14 through the date of termination. (x) (x)

Month Terminated	Termination Percentage
1-12	100%
13-24	60%
25-36	40%
37-48	20%
49-60	10%

Termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 and Option 29 of FCC 14. Additionally, the customer will not receive any Billing Credits after the date that the Telephone Company receives the customer's notice of termination. (x)

The suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14. (N)(x)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(L) Termination (Cont'd)

(4) Termination by the Telephone Company

(a) The Telephone Company may terminate customer's subscription to this Option 57 if the customer fails to achieve the DS1 Annual Watermark, the Multiplexed DS3 Annual Watermark or the PTP DS3 Annual Watermark in any Plan Year, commencing with Plan Year 2. The Telephone Company shall provide notice to the customer of its intent to terminate the customer's subscription to this Option 57 by no later than ninety (90) calendar days after the end of the applicable Plan Year. Termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 and to Option 29 of FCC 14. If such termination occurs, the customer shall be entitled to all earned Billing Credits for such Plan Year, but will not be eligible to earn any Billing Credits in subsequent Plan Years. (x) (x)

(b) The Telephone Company may terminate the customer's subscription to this Option 57 if the customer fails to comply with any of the terms and conditions of this Option 57, Option 55 of FCC 11, and/or Option 29 of FCC 14. Termination of the customer's subscription to this Option 57 shall be an automatic termination of the customer's subscription to Option 55 of FCC 11 and Option 29 of FCC 14. The suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14. Termination liability as calculated in (L)(3) preceding applies to such termination. (x) (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.58 Contract Tariff Option 57 (Cont'd) (N)

(M) Suspension of True-Ups During Service Period

During the Service Period of this Option 57, the Parties agree that the following reviews and penalties associated with the customer's Existing Plans will be suspended during the time the customer is subscribed to this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14: (x) (x)

(i) Suspension of the customer's Commitment Discount Plan Bi-Annual Reviews as set forth in Section 25.1.7 preceding of this tariff and Section 25.1.7 of FCC 11, and any resulting penalties as set forth in Section 25.1.7 preceding of this tariff and Section 25.1.7 of FCC 11; and (x) (x)

(ii) Suspension of the customer's DS1 Term Volume Plan Annual Review as set forth in Section 5.6.14(G) of FCC 14, and any resulting penalties as set forth in Section 5.6.14(I) of FCC 14; and (x) (x)

(iii) Suspension of the customer's DS1 Term Payment Plan Annual Review as set forth in Section 7.2.1(G)(6) of FCC 16, and any resulting penalties as set forth in Section 7.2.1(G)(8) of FCC 16. (x) (x)

(N) Expiration of the Service Period

Upon expiration of the customer's subscription to this Option 57, Option 55 of FCC 11, and Option 29 of FCC 14, or at the end of the Service Period, whichever occurs first, the suspensions associated with customer's Existing Plans as set forth in (M) preceding shall resume. (x) (N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (N)

(A) Scope

Contract Tariff Option 58 (**Option 58**) allows a customer who orders Special Access High Capacity 1.544 Mbps (**DS1**) Services and/or Special Access High Capacity 44.736 Mbps (**DS3**) Services during the ninety-two (92) day period that begins August 1, 2009 and ends October 31, 2009, to earn credits that the customer may apply towards payment of the nonrecurring charges (**NRCs**) and monthly recurring charges (**MRCs**) associated with the customer's DS1 Services (**DS1 Credits**) and DS3 Services (**DS3 Credits**) that are installed between January 1, 2010 and June 30, 2010 (**Redeem Period**). Credits are earned and redeemed in accordance with the terms and conditions set forth herein.

(B) Eligibility

(1) The customer must subscribe to this Option 58 in a manner designated by the Telephone Company during the thirty-one (31) day period that begins on August 1, 2009 and ends August 31, 2009 (**Subscription Period**).

(2) At the time of subscription to this Option 58, the customer may not be subscribed to any other contract tariff option in this Section 21 applicable to DS1 Services and/or DS3 Services purchased under this tariff.

(C) Serving Area

The Serving Area of this Option 58 where the customer may redeem credits is the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding) that occur during the Subscription Period of this Option 58 will apply.

(D) Earning Period

The period during which the customer can earn credits begins August 1, 2009 and ends October 31, 2009 (**Earning Period**). (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(E) Qualifying Services

Qualifying services will be comprised of the following:

(1) Special Access 1.544 Mbps Service (**DS1 Service**) as set forth in Section 7.2.9 preceding of this tariff.

(2) Special Access 45.736 Mbps Service (**DS3 Service**) as set forth in Section 7.2.9 preceding of this tariff.

(F) Terms and Conditions

(1) Earning DS1 Credits and DS3 Credits

(a) At the time of subscription to this Option 58, the Telephone Company will calculate the following:

(1) Average Monthly Revenue Per DS1 Service

The customer's average monthly revenue per DS1 Service will be determined by dividing (i) the total MRCs associated with all of the customer's Special Access DS1 Services that were purchased under this tariff and that were included on the customer's June 2009 bill from the Telephone Company by (ii) the number of Special Access DS1 Services provided under this tariff that were included on the customer's June 2009 bill from the Telephone Company (**DS1 Monthly $ Average**). The MRCs used in the above calculation include the MRCs associated with the channel termination, channel mileage, and optional features and functions rate elements. The Telephone Company will include in its acceptance of the customer's subscription to this Option 58, the DS1 Monthly $ Average as calculated in accordance with the provisions of this Option 58.

(2) Average Number of DS1 Installs Per Month

The average number of DS1 installs per month will be determined by dividing (i) the customer's total number of Special Access DS1 Services that were installed between January 1, 2009 and June 30, 2009 by (ii) six (6) (**DS1 Install Average)**. DS1 installs include only newly installed DS1 Services. Rearrangements, coordinated reterminations, and conversions of existing services are excluded. Orders that were placed between January 1, 2009 and June 30, 2009, but cancelled prior to installation of such service, are excluded. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(a) (Cont'd)

(3) Average Monthly Revenue Per DS3 Service

The customer's average monthly revenue per DS3 Service will be determined by dividing (i) the total MRCs associated with all of the customer's Special Access DS3 Services that were purchased under this tariff and that were included on the customer's June 2009 bill from the Telephone Company by (ii) the number of Special Access DS3 Services provided under this tariff that were included on the customer's June 2009 bill from the Telephone Company (**DS3 Monthly $ Average**). The MRCs used in the above calculation include the MRCs associated with the channel termination, channel mileage, and optional features and functions rate elements. The Telephone Company will include in its acceptance of the customer's subscription to this Option 58, the DS3 Monthly $ Average as calculated in accordance with the provisions of this Option 58.

(4) Average Number of DS3 Installs Per Month

The average number of DS3 installs per month will be determined by dividing (i) the customer's total number of Special Access DS3 Services that were installed between January 1, 2009 and June 30, 2009 by (ii) six (6) (**DS3 Install Average**). DS3 Installs include only newly installed DS3 Services. Rearrangements, coordinated reterminations, and conversions of existing services are excluded. Orders that were placed between January 1, 2009 and June 30, 2009, but cancelled prior to installation of such service, are excluded.

(5) The number of DS1 and DS3 Services ordered during the Earning Period will be determined from the Telephone Company's records. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(b) For any new DS1 Service or DS3 Service ordered during the Earning Period, the customer earns DS1 Credits or DS3 Credits, respectively (and collectively **Earned Credits**), for the month in which such DS1 Service or DS3 Service was ordered. Earned Credits will only be awarded on newly installed DS1 Services or newly installed DS3 Services. Rearrangements, coordinated reterminations, and conversions of existing services are not newly installed DS1 Services or DS3 Services and do not earn DS1 Credits or DS3 Credits, as applicable. Orders that are placed between August 1, 2009 and October 31, 2009, but cancelled prior to installation of such service, are excluded. The greater the number of DS1 Services or DS3 Services the customer orders in a particular month, the greater the amount of DS1 Credits or DS3 Credits the customer can earn as further described in the Earning Table set forth in (F)(1)(e) following.

(c) When calculating average monthly revenue under (F)(1)(a) preceding, the Telephone Company will include only those MRC amounts which are paid in full by the customer and shall not include the following (the following list being illustrative only):

(1) All Nonrecurring charges; and
(2) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund); and
(3) Service or administrative fees or charges imposed by Verizon (e.g. Interest penalty, late payment penalty); and
(4) Any other charges which are not applied on a recurring monthly basis; and
(5) Credits or adjustments provided by Verizon that apply to any period other than June 2009 and to any services other than DS1 Services and DS3 Services; and
(6) Any debits or credits for DS1 Services and DS3 Services rendered prior to June 1, 2009 or after June 30, 2009; and
(7) Shortfall or overage charges associated with term plan true-ups; and
(8) Minimum period charges; and
(9) Any disputed charges; and
(10) Termination liabilities; and
(11) Adjustments.

(d) The revenue the Telephone Company uses to calculate the DS1 Monthly $ Average and the DS3 Monthly $ Average in accordance with this Section (F)(1) are not subject to dispute at any time. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(e) Earning Table

Month Ordered	Number of DS1/DS3 Services Ordered	Multiplier	Factor
August	Per DS1 ordered up to and including the DS1 Install Average	1% of DS1 Monthly $ Average	N/A
	Per DS1 ordered in excess of the DS1 Install Average	20% of DS1 Monthly $ Average	4
	Per DS3 ordered up to and including the DS3 Install Average	1% of DS3 Monthly $ Average	N/A
	Per DS3 ordered in excess of the DS3 Install Average	20% of DS3 Monthly $ Average	4
September	Per DS1 ordered up to and including the DS1 Install Average	1% of DS1 Monthly $ Average	N/A
	Per DS1 ordered in excess of the DS1 Install Average	20% of DS1 Monthly $ Average	3
	Per DS3 ordered up to and including the DS3 Install Average	1% of DS3 Monthly $ Average	N/A
	Per DS3 ordered in excess of the DS3 Install Average	20% of DS3 Monthly $ Average	3 (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(e) Earning Table (Cont'd)

Month Ordered	Number of DS1/DS3 Services Ordered	Multiplier	Factor	
October	Per DS1 ordered up to and including the DS1 Install Average	1% of DS1 Monthly $ Average	N/A	
	Per DS1 ordered in excess of the DS1 Install Average	20% of DS1 Monthly $ Average	2	
	Per DS3 ordered up to and including the DS3 Install Average	1% of DS3 Monthly $ Average	N/A	
	Per DS3 ordered in excess of the DS3 Install Average	20% of DS3 Monthly $ Average	2	(N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(f) Illustrative Example

Assume the customer's DS1 Install Average is five (5) DS1 Services per month, and the customer's DS3 Install Average is one (1) DS3 Service per month; and

assume the customer's DS1 Monthly $ Average is $200 per month, and the customer's DS3 Monthly $ Average is $2,000 per month; and

assume the customer orders the following DS1 Services and DS3 Services during the Earning Period:

- In the month of August 2009, eight (8) DS1 Services and zero (0) DS3 Services.
- In the month of September 2009, five (5) DS1 Services and two (2) DS3 Services.
- In the month of October 2009, seven (7) DS1 Services and one (1) DS3 Service.

Based on the above assumptions, the customer's DS1 Credits are calculated as:

- For the month of August 2009, the first five (5) DS1 Services ordered are awarded $10.00 DS1 Credits [($200 x 1%) x 5 DS1 Services ordered], and the remaining three (3) DS1 Services ordered are awarded $480.00 DS1 Credits [(($200 x 20%) x 3 DS1 Services ordered) x Factor of 4]. The customer earned a total of $490.00 DS1 Credits in August 2009 ($10.00 + $480.00 = $490.00).

- For the month of September 2009, the first five (5) DS1 Services ordered are awarded $10.00 DS1 Credits [($200 x 1%) x 5 DS1 Services ordered]. The customer earned a total of $10.00 DS1 Credits in September 2009.

- For the month of October 2009, the first five (5) DS1 Services ordered are awarded $10.00 DS1 Credits [($200 x 1%) x 5 DS1 Services ordered], and the remaining two (2) DS1 Services ordered are awarded $160.00 DS1 Credits [(($200 x 20%) x 2 DS1 Services ordered) x Factor of 2]. The customer earned a total of $170.00 DS1 Credits in October 2009 ($10.00 + $160.00 = $170.00).

- For the months of August, September, and October 2009, the customer earned a total of $670.00 DS1 Credits ($490.00 + $10.00 + $170.00 = $670.00). (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Earning DS1 Credits and DS3 Credits (Cont'd)

(f) Illustrative Example (Cont'd)

Based on the above assumptions, the customer's DS3 Credits are calculated as:

- For the month of August 2009, zero (0) DS3 Services ordered earns $0 DS3 Credits.

- For the month of September 2009, the first DS3 Service ordered is awarded $20.00 DS3 Credits [($2,000 x 1%) x 1 DS3 Service ordered], and the remaining one (1) DS3 Service ordered is awarded $1,200.00 DS3 Credits [(($2,000 x 20%) x 1 DS3 Service ordered) x Factor of 3]. The customer earned a total of $1,220.00 DS3 Credits in September 2009 ($20.00 + $1,200.00 = $1,220.00).

- For the month of October 2009, the first DS3 Service ordered is awarded $20.00 DS3 Credits [($2,000 x 1%) x 1 DS3 Service ordered]. The customer earned a total of $20.00 DS3 Credits in October 2009.

- For the months of August, September, and October 2009, the customer earned a total of $1,240.00 DS3 Credits ($0 + $1,220.00 + $20.00 = $1,240.00).

- For this illustrative example, the customer acquired $1,910.00 total DS1 Credits and DS3 Credits (collectively, Earned Credits) ($670.00 DS1 Credits + $1,240.00 DS3 Credits) during the Earning Period which the customer can use as credit towards its Telephone Company provided DS1 Services and DS3 Services that are installed between January 1, 2010 and June 30, 2010. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Redeeming DS1 Credits and DS3 Credits

(a) The customer can redeem Earned Credits (as calculated in (F)(1) preceding) towards its purchases of Telephone Company provided DS1 Services and DS3 Services which are installed between January 1, 2010 and June 30, 2010.

(b) Within sixty (60) business days of the close of the first quarter of calendar year 2010 (i.e., the period beginning January 1, 2010 and ending March 31, 2010, hereinafter referred to as **Q1 of 2010**), the Telephone Company will apply the customer's Earned Credits in the form of a credit to the customer's bill from the Telephone Company in the following order:

(1) Earned Credits will first be applied as a credit to the NRCs the customer was assessed for installation of DS1 Services and DS3 Services that were installed during Q1 of 2010. In accordance with (f) following, the customer must specify in writing which DS1 Services and/or DS3 Services are to receive such credit.

(2) Earned Credits will next be applied as a credit to the MRCs (i.e., channel termination, channel mileage and optional features and functions rate elements) assessed to the customer's DS1 Services and DS3 Services that were installed during Q1 of 2010, up to a maximum of ten percent (10%) of such MRCs for Q1 of 2010. In accordance with (f) following, the customer must specify in writing which DS1 Services and/or DS3 Services are to receive such credit.

(3) In no case will the amount of credit applied exceed the amount of Earned Credits. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Redeeming DS1 Credits and DS3 Credits (Cont'd)

(c) If the customer has Earned Credits remaining that were not applied as credit in Q1 of 2010 under (F)(2)(b) preceding, then, within sixty (60) business days of the close of the second quarter of 2010 (i.e., the period beginning April 1, 2010 and ending June 30, 2010, hereinafter referred to as **Q2 of 2010**), the Telephone Company will apply the customer's remaining Earned Credits to the DS1 Services and DS3 Services that were installed during Q2 of 2010 in the form of a credit to the customer's bill and in the same order set forth in (F)(2)(b) preceding until all of the customer's Earned Credits have been applied as a credit. In accordance with (f) following, the customer must specify in writing which DS1 Services and/or DS3 Services are to receive such credits. In no case will the amount of credit applied exceed the amount of Earned Credits.

(d) Earned Credits will only be applied as credit in the MSAs that have achieved Phase I and Phase II pricing flexibility under this tariff.

(e) Earned Credits that are not used prior to June 30, 2010 are no longer eligible to be applied as credit under this Option 58.

(f) The customer must notify the Telephone Company in writing within fifteen (15) business days of the close of each of the months of January, February, March, April, May, and June, 2010 (or within fifteen (15) business days of the close of each of such months until the customer has specified the application of all of the customer's Earned Credits, whichever occurs first) which DS1 Services and/or DS3 Services installed during such month should receive the application of Earned Credits and their order of priority (**Priority List**). If this information is not provided by the customer for any such month, then no credit will be applied under this Option 58 for DS1 and/or DS3 Services installed during such month. (N)

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21. Contract Tariffs (Cont'd)

21.59 Contract Tariff Option 58 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) Length of Time DS1 and DS3 Services Required to be in Service

In order to qualify for the DS1 Credits and DS3 Credits provided under this Option 58, the applicable DS1 Service or DS3 Service for which the customer earned DS1 Credits or DS3 Credits, respectively, must remain in service for at least twelve (12) months. If a DS1 Service or DS3 Service is discontinued prior to the end of the 12-month period, the customer shall forfeit the corresponding Earned Credits for such DS1 Service or DS3 Service. The Earned Credits forfeited will first be those that were earned for installs in excess of the DS1 Install Average and DS3 Install Average. For example, if the customer had some DS1 Credits calculated in a given month using a multiplier of one percent (1%) (i.e., for a DS1 install at or below the DS1 Install Average) and some DS1 Credits calculated during that same month using a multiplier of twenty percent (20%) (i.e., for a DS1 Service install above the DS1 Install Average), the amount of Earned Credits forfeited would first be based on the DS1 Credit calculation using a multiplier of 20% (inclusive of the applicable factor set forth in the Earning Table of (F)(1)(e) preceding). If the customer's Earned Credits have already been applied as a credit under (F)(2) preceding, the Telephone Company will debit the customer's bill for the amount of Earned Credits forfeited.

(4) Except as specified in this Section 21.59, the terms and conditions and rates and charges set forth in other sections of this tariff apply to the DS1 Services and DS3 Services of this Option 58.

(5) At anytime during the Redeem Period specified in (A) preceding or Earning Period specified in (D) preceding, the customer may cancel its subscription to this Option 58, in which case the customer shall forfeit any Earned Credits that have not been redeemed at the time of cancellation.

(6) The customer's subscription to this Option 58 shall be automatically terminated effective with customer's subscription to any other contract tariff option in this Section 21 applicable to DS1 Services and/or DS3 Services purchased under this tariff, in which case the customer shall forfeit any Earned Credits that have not been redeemed at the time of such termination. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (N)

(A) Scope

Contract Tariff Option 59 (**Option 59**) provides certain discounts and Billing Credits on Qualifying Services (as defined in (F)(1) following) offered by the Telephone Company pursuant to this tariff, Tariff F.C.C. No. 11 (**FCC11**), Tariff F.C.C. No. 14 (**FCC14**), and Tariff F.C.C. No. 16 (**FCC16**). Option 59 also provides additional discounts and Billing Credits upon the conversion by the customer of a minimum of seventy-five percent (75%) of each of its in-service DS1 and DS3 Unbundled Loops, DS1 and DS3 Unbundled Transport, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs to Qualifying Services, subject to the requirements set forth herein. The customer's subscription to this Option 59 shall be an automatic subscription to Option 57 of FCC11 and Option 31 of FCC14. (x) (x) (x)

(B) Specific Terms

Unless otherwise defined in this Section 21.60, the following terms shall have the meanings set forth following.

(1) **2009 TBR Bonus Credit** shall mean five hundred thousand dollars ($500,000), which such 2009 TBR Bonus Credit shall be paid by the Telephone Company to the customer within thirty (30) calendar days of the customer's subscription to this Option 59, provided the customer has satisfied the eligibility criterion set forth in (C)(1) through (C)(3) following.

(2) **2009 UNE Conversion Adjustment Amount** shall mean a debit or credit, as applicable, equal to (i) the aggregate amount that would have been billed in respect of all DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs purchased on or after October 1, 2009 through and including December 31, 2009 had such services been initially purchased as Qualifying Services minus (ii) the actual amounts billed or to be billed for such DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs for the same period, which such 2009 UNE Conversion Adjustment Amount shall be debited or credited, as applicable, on the customer's BANs within ninety (90) calendar days of the customer's subscription to this Option 59. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(3) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits (if any) to the customer.

(4) **Billing Credits** shall mean, collectively, the (i) 2009 TBR Bonus Credit, (ii) the 2009 UNE Conversion Adjustment Amount, (iii) the UNE Conversion Credit provided to the customer Quarterly on its monthly bill from the Telephone Company after the end of each Quarter during each Plan Year during the Service Period and (iv) the IOF/TBR Credit, if any, provided to the customer annually on its monthly bill from the Telephone Company after the end of each of the first five (5) Plan Years during the Service Period. Calculation of the applicable Billing Credits is described in (F)(2)and (F)(3) following.

(5) **Channel Mileage Rate Elements** shall mean the following:

(a) the Special Access Channel Mileage rate elements, as such rate elements are described more particularly in Section 7.1.2(B) preceding of this tariff and Section 7.1.2(B) of FCC11; and (x) (x)

(b) the Special Transport rate elements (excluding MetroLAN transport), as such rate elements are described more particularly in Section 5.1.1(B) of FCC14; and (x)

(c) the Circuit Mileage rate elements (excluding MetroLAN transport), as such rate elements are described more particularly in Section 7.2.1(B) of FCC16. (N)

The Channel Mileage Rate Elements are specified by USOC in more detail for each of the DS1 and DS3 Services in (F)(1)(b)(1) following.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(6) **Channel Termination Rate Elements** shall mean the following:

(a) the Special Access Channel Termination rate elements, as such rate elements are more particularly described in Section 7.1.2(A) preceding of this tariff and Section 7.1.2(A) of FCC11; and (x)

(b) the Special Access Line rate elements, as such rate elements are described more particularly in Section 5.1.1(C) of FCC14; and (x)

(c) the Special Access Circuit Termination rate elements, as such rate elements are described more particularly in Section 7.2.1(A) of FCC16. (x)

The Channel Termination Rate Elements are specified by USOC in more detail for each of the DS1s and DS3 Services in (F)(1)(b)(2) following.

(7) **Commingled Enhanced Extended Loop (Commingled EEL)** shall mean the unbundled portion of a combination of Unbundled Loop with special access transport (with or without multiplexing) or the unbundled portion of a combination of special access channel termination with Unbundled Transport (with or without multiplexing).

(8) **Enhanced Extended Loop (EEL)** is a combination of Unbundled Loop and Unbundled Transport, including multiplexing as an option.

(9) **IOF/TBR Credit** shall mean the amounts (if any) provided annually to the customer as a credit after the end of each of the first five (5) Plan Years during the Service Period based upon the aggregate MRCs for the IOF TBR for Qualifying Services and the TBR for Qualifying Services. The IOF/TBR Credit shall be equal to the amount set forth in the applicable table in (F)(2) following for each of the first five (5) Plan Years during the Service Period where (if applicable) the IOF TBR for Qualifying Services and the TBR for Qualifying Services for such Plan Year intersect. Calculation of the applicable IOF/TBR Credit is described in (F)(2) following. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(10) **Multiplexing Rate Element** shall mean the following:

(a) the Special Access Central Office Multiplexing rate element as such rate elements are more particularly described in:

(1) Section 7.2.9(D)(3)(a) preceding of this tariff for DS3 to DS1, Section 7.2.9(D)(3)(c) preceding of this tariff for DS1 to Voice and Section 7.2.9(D)(3)(d) preceding of this tariff for DS1 to Digital; and

(2) Section 7.2.9(D)(3)(a) for DS3 to DS1, Section 7.2.9(D)(3)(c) and Section 7.2.9(D)(3)(d) for DS1 to Voice in FCC11; and (x)

(3) Section 7.11.4(3)(b) for DS3 to DS1, Section 7.11.4(3)(e) for DS1 to Voice, and Section 7.11.4(3)(f) for DS1 to DS0 in FCC16; and (x)

(b) the Special Access Multiplexing Arrangement rate elements as such rate elements are more particularly described in Section 5.5(D) for DS1 to Voice, Section 5.5(G) for DS3 to DS1, and Section 5.5(J) for DS1 to Digital in FCC14. (x)

Multiplexing rate elements are as specified by USOC in more detail for each of DS1 and DS3 Services in (F)(1)(b)(2) following.

(11) **Plan Year** shall mean each of the following periods during the Service Period:

(a) Plan Year 1 shall commence on December 31, 2009 and end on September 30, 2010;

(b) Plan Year 2 shall commence on October 1, 2010 and end on September 30, 2011;

(c) Plan Year 3 shall commence on October 1, 2011 and end on September 30, 2012;

(d) Plan Year 4 shall commence on October 1, 2012 and end on September 30, 2013;

(e) Plan Year 5 shall commence on October 1, 2013 and end on September 30, 2014; and

(f) Plan Year 6 shall commence on October 1, 2014 and end on March 31, 2015. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(12) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the month two (2) months after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter), except for the first (1st) Quarter of Plan Year 1 which shall commence on December 9, 2009 and end on December 31, 2009, and shall include solely for purposes of calculating the discounts and the applicable Billing Credits in respect of such Quarter and Plan Year 1, the period beginning October 1, 2009 and ending December 8, 2009 or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the month two (2) months after the month in which the first day occurs (i.e., approximately ninety (90) days thereafter).

(13) **Unbundled Loop** shall mean a transmission facility between a distribution frame (or its equivalent) in a Telephone Company central office and the loop demarcation point at an End User customer premises, and ordered by the customer as an unbundled network element.

(14) **Unbundled Transport** shall mean a transmission facility between wire centers or switches owned by the Telephone Company, or between wire centers or switches owned by the Telephone Company, including, but not limited to, DS1 and DS3 level services, dedicated to a particular customer or carrier, and ordered by the customer as an unbundled network element. (N)

(15) **UNE Conversion Credit** shall mean a credit for converting certain UNE rate elements to Special Access Qualifying Service rate elements as calculated in accordance with Section (F)(3) following.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits, rates, terms, and conditions under this Option 59. In this Option 59, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

(1) A customer must subscribe to Option 59 in a manner designated by the Telephone Company by January 31, 2010 (**Subscription Period**). Such subscription must include a list of customer ACNAs which the Telephone Company agrees to, in writing, for inclusion in this Option 59.

(2) During the twelve (12) month period ending on October 1, 2009, the customer must have: (i) achieved a minimum of seventy-four million dollars ($74.0M) in aggregate monthly recurring revenue for all Qualifying Services (as defined in (F)(1) following) purchased by the customer from the Telephone Company under this tariff, FCC11, FCC14 and FCC16, and (ii) been billed in aggregate no less than fifteen million dollars ($15.0M) for DS1 and DS3 Unbundled Loops, DS1 and DS3 Unbundled Transport, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs within the operating territories of this tariff, FCC11, FCC14 and FCC16. (x) (x)

(3) The customer must have been billed a combined total of no less than nineteen thousand (19,000) miles of DS1 and DS3 Unbundled Transport (stand alone or as part of an EEL arrangement) within the operating territories of this tariff, FCC11, FCC14 and FCC16 during the month of September 2009. (x)

(4) In order to receive any IOF/TBR Credit (as determined in (F)(2) following) other than an IOF/TBR Credit of $0 under this Option 59 in any of the first five (5) Plan Years, the customer must achieve during the applicable Plan Year during the Service Period (as defined in (D) following) the minimum TBR for Qualifying Services and IOF TBR for Qualifying Services as set forth in the applicable Table in (F)(2) following for the applicable Plan Year. For purposes of this Option 59, IOF TBR for Qualifying Services shall mean the portion of the TBR for Qualifying Services billed under the USOCs set forth in (F)(1)(b)(1) following during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(C) Eligibility (Cont'd)

(5) Other than Tariff arrangements that are (i) in effect as of December 9, 2009 or (ii) introduced after December 9, 2009 that permit the customer's subscription to such Tariff arrangements, the customer may not subscribe to any other Tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company and available to the customer at any time during the Service Period, which Tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by the customer for the Qualifying Services. If the customer wishes to subscribe to any such Tariff arrangement, contract tariff option, special service arrangement, or ICB, then such subscription shall be considered a termination by the customer of this Option 59, subject to (J) following, and the customer shall not receive any additional discounts or additional Billing Credits under this Option 59.

The TBR for Qualifying Services and the IOF TBR for Qualifying Services shall be calculated using the criteria and mechanism set forth in this Option 59. The amount of the IOF/TBR Credit shall vary depending on the level of TBR for Qualifying Services and the level of the IOF TBR for Qualifying Services achieved by the customer during each of the first five (5) Plan Years during the Service Period, and such IOF/TBR Credit shall be calculated in accordance with the terms and conditions of this Option 59. The customer may not earn and the Telephone Company shall not pay any IOF/TBR Credit in respect of Plan Year 6. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(D) Service Period

The Service Period of this Option 59 shall be for a period commencing on December 31, 2009 and ending on March 31, 2015.

(E) Serving Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. Wire (x)
centers for the Phase II MSAs are listed in Section 14.7 preceding
of this tariff, Section 15.3 of FCC11, and Section 19.1 of FCC14. (x)
Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in
Section 14.7 preceding of this tariff, Section 15.3 of FCC11, and (x)
Section 19.1 of FCC14) that occur during the Service Period of this (x)
Option 59 will apply. No Billing Credits will be provided in the
operating territories of FCC16. (x)

(F) Terms and Conditions

(1) Qualifying Services

(a) Description of Qualifying Services

Qualifying Services will be comprised of Special Access DS1 and DS3 Services as set forth in Section 7.2.9
preceding of this tariff, Section 7.2.9 of FCC11, Section (x)
5.3.6 of FCC14, and Section 7.11.1 of FCC16, as the same (x)
may be amended from time to time, which Special Access DS1 and DS3 Services are billed by the Telephone Company during the Service Period and meet all of the following criteria during each month of the Service Period. MetroLAN
services in FCC14 and FCC16, and Facilities Management (x)
Service (FMS) in this tariff and FCC11 are not Qualifying (x)
Services. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(b) Rate Elements Included

The rate elements must be billing one of the following Universal Service Order Codes (USOCs):

(1) Channel Mileage Rate Element USOCs

1A5LX	1A5ZS	1A8ZS	1HH7S	1HHBS	1HHPS
1J53S	1J54S	1L5LS	1L5RS	1L5XX	1LFMX
1LFSX	1T58S	1U5PS	1YA8S	TRG	

(2) Other Rate Element USOCs

MKM	MQ1	MQ3	MQJ++	MQK	MXN12
MXN13	MXN15	MXN17	MXNRX	QMU	1C4A3
1C4A5	1C4A7	1C4B3	1C4B5	1C4B7	1C4C3
1C4C5	1C4C7	1C4D3	1C4D5	1C4D7	1C4E3
1C4E5	1C4E7	1C4F3	1C4F5	1C4F7	1C4G3
1C4G5	1C4G7	1C4H3	1C4H5	1C4H7	1C4J3
1C4J5	1C4J7	1C4K3	1C4K5	1C4K7	1CF21
1CF22	1CF23	1CF25	1CF41	1CF42	1CF43
1CF45	1CF51	1CF52	1CF53	1CF55	1CF61
1CF62	1CF63	1CF65	1CF71	1CF72	1CF73
1CF75	1CF81	1CF82	1CF83	1CF85	1CF91
1CF92	1CF93	1CF95	1CFA1	1CFA2	1CFA3
1CFA5	1CFB1	1CFB2	1CFB3	1CFB5	1CFC1
1CFC2	1CFC3	1CFC5	1CFD1	1CFD3	1CFD5
1CFD7	1CFE1	1CFE3	1CFE5	1CFE7	1CFF1
1CFF3	1CFF5	1CFF7	1CFG1	1CFG3	1CFG5
1CFG7	1CFH1	1CFH3	1CFH5	1CFH7	1CFJ1
1CFJ3	1CFJ5	1CFJ7	1CFK1	1CFK3	1CFK5
1CFK7	1CFL1	1CFL3	1CFL5	1CFL7	1CFM1
1CFM3	1CFM5	1CFM7	1CFN1	1CFN3	1CFN5
1CFN7	1CFR8	1CFRJ	1CFS8	1CFSJ	1CFT8
1CFTJ	1CFU8	1CFUJ	1CFV8	1CFVJ	1CKDF
1CKDX	1CKMF	1CKNX	1CKPF	1CKSX	1X7VX
1XCDX	CCO	EQUA3	EQUA5	EQUA7	EQUB3

(N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(b) Rate Elements Included (Cont'd)

(2) Other Rate Element USOCs (Cont'd)

EQUB5	EQUB7	EQUC3	EQUC5	EQUC7	EQUD3
EQUD5	EQUD7	EQUE3	EQUE5	EQUE7	EQUF3
EQUF5	EQUF7	EQUG3	EQUG5	EQUG7	EQUH3
EQUH5	EQUH7	EQUJ3	EQUJ5	EQUJ7	EQUK3
EQUK5	EQUK7	EU4DF	EU4DX	EU4MF	EU4NX
EU4PF	EU4SX	EU7VX	EUU21	EUU22	EUU23
EUU25	EUU41	EUU42	EUU43	EUU45	EUU51
EUU52	EUU53	EUU55	EUU61	EUU62	EUU63
EUU65	EUU71	EUU72	EUU73	EUU75	EUU81
EUU82	EUU83	EUU85	EUU91	EUU92	EUU93
EUU95	EUUA1	EUUA2	EUUA3	EUUA5	EUUB1
EUUB2	EUUB3	EUUB5	EUUC1	EUUC2	EUUC3
EUUC5	EUUD1	EUUD3	EUUD5	EUUD7	EUUE1
EUUE3	EUUE5	EUUE7	EUUF1	EUUF3	EUUF5
EUUF7	EUUG1	EUUG3	EUUG5	EUUG7	EUUH1
EUUH3	EUUH5	EUUH7	EUUJ1	EUUJ3	EUUJ5
EUUJ7	EUUK1	EUUK3	EUUK5	EUUK7	EUUL1
EUUL3	EUUL5	EUUL7	EUUM1	EUUM3	EUUM5
EUUM7	EUUN1	EUUN3	EUUN5	EUUN7	EUUR8
EUURJ	EUUS8	EUUSJ	EUUT8	EUUTJ	EUUU8
EUUUJ	EUUV8	EUUVJ	EUW	HKTJS	HKTJX
HKTLS	PR9SX	SLHA1	SLHA3	SLHA5	SLHA7
SLHB1	SLHB3	SLHB5	SLHB7	SLHC1	SLHC3
SLHC5	SLHC7	SLHD1	SLHD3	SLHD5	SLHD7
SLHE1	SLHE3	SLHE5	SLHE7	TKTPX	TMECS
TNJZX	TNT3X	TNT4X	TNT8X	TUTPX	TVJ7X
TVJPX	TVJQX	TVJRX	TVJSX	TYF8S	TYF8X
TYFLS	TYFLX	TYFMS	TYFMX	TYFNX	TYFOX
TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX
TYFVS	TYFVX	TYFWS	TYFWX	TZGHX	

(N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(b) Rate Elements Included (Cont'd)

All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in this Section (F)(1) shall not be eligible for inclusion as Qualifying Services under this Option 59. If the Telephone Company, subsequent to December 9, 2009, determines that one or more USOC(s) were omitted from the preceding list in error, the Telephone Company shall amend the list to include such USOC(s) for all purposes hereunder. If the Telephone Company replaces or changes any of the USOC(s) listed preceding, or creates any new USOC(s), in each case that fit within the description of the Qualifying Services set forth in this (F)(1), the Telephone Company shall amend the list preceding to include such USOC(s) for all purposes hereunder as of the date of the replacement, changing or creation of such USOC(s), as applicable. If the rates or terms and conditions of a Qualifying Service under this tariff, FCC11, FCC14 or FCC16 are amended from time to time, such amended rates or terms and conditions shall apply herein upon the effectiveness of such tariff amendment; provided, however, that if such amendment results in the exclusion of such Qualifying Services from the TBR for Qualifying Services and IOF TBR for Qualifying Services, irrespective of whether such excluded Qualifying Services continue to be provided under this tariff subject to comparable discounts as provided under this Option 59, taken in its entirety, the Telephone Company shall adjust the TBR for Qualifying Services and IOF TBR for Qualifying Services in a manner consistent with the methodology utilized for a sale of a Verizon operating telephone company in (I) following where such Qualifying Services that are excluded from the TBR for Qualifying Services and IOF TBR for Qualifying Services are deemed to no longer be provided by the Telephone Company as of the effectiveness of such tariff amendment or, if mutually agreed to by the customer and the Telephone Company in each of their sole discretion, in a manner mutually agreed upon by the parties; and provided further, however, that if the customer and the Telephone Company do not mutually agree on a different methodology, the methodology set forth in this Section (F)(1)(b)shall apply in all respects. (x) (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(b) Rate Elements Included (Cont'd)

Notwithstanding the foregoing, if: (i) the Telephone Company and the customer are not able to mutually agree on a manner in which to adjust the TBR for Qualifying Services and IOF TBR for Qualifying Services as provided for preceding; (ii) the customer is not satisfied in its sole discretion with utilizing the methodology provided for in this Section (F)(1)(b); and (iii) the MRCs for Qualifying Services excluded from the TBR for Qualifying Services and IOF TBR for Qualifying Services are greater than thirty percent (30%) of either of the MRCs included in the TBR for Qualifying Services or IOF TBR for Qualifying Services based upon the MRCs included in the month prior to such amendment, the customer may terminate its subscription to this Option 59 by providing written notice of termination within ninety (90) calendar days of the date of such amendment, such termination to be effective as of the date of such amendment, subject to the following conditions: (a) Termination of this Option 59 shall be deemed to be an automatic termination of Option 57 of FCC11 and Option 31 of FCC14; (b) the customer will not be entitled to the payment of any additional Billing Credits, pro rated or otherwise, after the date of such amendment; (c) the customer, to the extent it desires to do so, may convert at its own cost and consistent with normal process for converting Special Access Services to UNEs, any remaining in-service Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs pursuant to the requirements of (F)(3)(a)(1) following back to DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs; and (d) the customer shall not be liable for any termination liability payment as provided for in (J) following. (x) (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(c) Revenues Included in Calculation of TBR for Qualifying Services and IOF TBR for Qualifying Services

The customer's TBR for Qualifying Services and IOF TBR for Qualifying Services shall include only MRC amounts which are paid in full by the customer.

(1) For purposes of this Option 59, **MRCs** shall mean the revenues from the billed monthly recurring charges, net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services billed during the Service Period under the USOCs set forth in (F)(1)(b) preceding, and excluding Disputed Charges; provided, however, that certain minimum period charges and early termination charges (as specifically described in Sections 7.4.4, 7.4.13(D), 7.4.17(D), 25.1.10, and 25.2.3 preceding of this tariff, Sections 7.4.4, 7.4.10(C), and 25.1.12 of FCC11, Sections 3.2.4 and 5.6.19(M) of FCC14, and Sections 7.2.2 and 7.2.6(E) of FCC16) based solely on unpaid MRCs shall be included as MRCs solely in each of the months included in the calculation of the minimum period charges and/or early termination charges in an amount equal to such charges. (x) (x) (x)

(2) For purposes of this Option 59, **Disputed Charges** shall mean MRCs for the Qualifying Services billed during the Service Period, which amounts are under dispute by the customer and have been paid in full by the customer, as of the forty-fifth (45th) calendar day following the end of each of the first five (5) Plan Years during the Service Period in accordance with (F)(2) following. Amounts which have not been paid in full, as of the forty-fifth (45th) calendar day following the end each of the first five (5) Plan Years during the Service Period (regardless of whether or not such amounts are under dispute by the customer), shall not be included in either the TBR for Qualifying Services or the IOF TBR for Qualifying Services for the applicable Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(c) Revenues Included in Calculation of TBR for Qualifying Services and IOF TBR for Qualifying Services (Cont'd)

(3) For purposes of this Option 59, "paid in full" shall mean that the customer has paid the billed amount without any offsets or reductions from the billed amount, in accordance with the terms of this tariff, FCC11, FCC14 and FCC16, as applicable. In the event that the customer disputes some but not all charges on its monthly bill from the Telephone Company, the charges that are not disputed shall, upon payment thereof, be considered "paid in full" for purposes of this Option 59. (x)

(4) For purposes of determining the MRCs included in the Calculation of TBR for Qualifying Services and IOF TBR for Qualifying Services, no MRCs for Qualifying Services originally ordered and placed in service as UNEs prior to October 1, 2009 and converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs pursuant to the requirements of (F)(3)(a)(1) following shall be included.

(d) Additional Revenues Not Included in Calculation of TBR for Qualifying Services or IOF TBR for Qualifying Services

TBR for Qualifying Services and IOF TBR for Qualifying Services do not include any revenues other than the revenues as set forth in (F)(1) preceding, and the following types of charges are not included:

(1) non-recurring charges;

(2) surcharges;

(3) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(4) service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);

(5) except for minimum period or early termination charges as specified in ((F)(1)(c)(1)) preceding, any other charges which are not applied on a monthly recurring basis; (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(1) Qualifying Services (Cont'd)

(d) Additional Revenues Not Included in Calculation of TBR for Qualifying Services or IOF TBR for Qualifying Services (Cont'd)

(6) credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;

(7) any debits or credits for Services rendered in prior Quarters or periods prior to December 31, 2009;

(8) fractional debit/credit amounts;

(9) Shortfall or overage charges associated with term plan true-ups;

(10) minimum period charges other than as set forth in (F)(1)(c)(1) preceding;

(11) any Disputed Charges;

(12) termination liabilities other than as set forth in (F)(1)(c)(1) preceding; or

(13) Billing Credits/adjustments.

As an example of inclusion of minimum period and termination liability as a MRC, if a Qualifying Service with a three year term commitment commencing on December 31, 2009, has a $200 MRC, and a minimum period charge of 100% for the first year of the commitment period and 25% for the balance of the commitment period is terminated at the end of month eleven (11) of the first year of the commitment period/Plan Year 1, for purposes of calculating the TBR for Qualifying Services and IOF TBR for Qualifying Services, and provided such amounts are billed and paid in full, $200 shall be included as a MRC in respect of month twelve (12) of Plan Year 1 and $50 shall be included as a MRC for each of the months for Plan Years 2 and 3 as if paid in full in such months. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period

(1) No later than the sixtieth (60th) calendar day following the end of each of the first five (5) Plan Years during the Service Period, the Telephone Company shall calculate the total TBR for Qualifying Services and IOF TBR for Qualifying Services (i.e., by calculating the total MRCs for Qualifying Services, which MRCs for Qualifying Services shall not include any Disputed Charges) achieved by the customer during the applicable Plan Year during the Service Period in accordance with the terms and condition set forth in this Option 59. Subject to any reductions and adjustments as set forth herein, the customer shall be eligible to receive the applicable IOF/TBR Credit set forth in the IOF/TBR Credit Table for the applicable Plan Year (**IOF/TBR Credit**), which IOF/TBR Credit may be $0 or $0.2M or more depending on the customer's TBR for Qualifying Services and IOF TBR for Qualifying Services during each Plan Year during the Service Period.

(2) The TBR for Qualifying Services shall include all eligible monthly recurring Special Access DS1 and DS3 revenues for the USOCs listed in (F)(1)(b)(1) and (F)(1)(b)(2) preceding of this Option 59. The Special Access DS1 and DS3 monthly recurring revenues carrying any USOCs not listed in (F)(1)(b)(1) or (F)(1)(b)(2) preceding of this Option 59 will not be included. Non-Special Access DS1 and DS3 services carrying any of the USOCs listed in (F)(1)(b)(1) or (F)(1)(b)(2) preceding of this Option 59 will also not be included.

The IOF TBR for Qualifying Services shall include all eligible monthly recurring Special Access DS1 and DS3 revenues for the USOCs listed in (F)(1)(b)(1) preceding of this Option 59. The Special Access DS1 and DS3 monthly recurring revenues not carrying one of the USOCs listed in (F)(1)(b)(1) preceding of this Option 59 will not be included. Non-Special Access DS1 and DS3 services carrying any of the USOCs listed in (F)(1)(b)(1) preceding of this Option 59 will also not be included. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period (Cont'd)

(3) In order to calculate the applicable IOF/TBR Credit for the Plan Year, the Telephone Company will locate the customer's TBR for Qualifying Services and IOF TBR for Qualifying Services in the IOF/TBR Credit Table for the applicable Plan Year as set forth in (F)(2)(a)(6) following under the headings "TBR for Qualifying Services" and "IOF TBR for Qualifying Services," respectively. The IOF/TBR Credit (if any) that the customer is eligible to receive is set forth in the cell where the TBR for Qualifying Services and the IOF TBR for Qualifying Services intersect on the IOF/TBR Credit Table for the applicable Plan Year. If the customer has not achieved both a TBR for Qualifying Services and an IOF TBR for Qualifying Services that intersect in one of the cells of the IOF/TBR Credit Table for the applicable Plan Year, then the customer shall not receive any Billing Credit (i.e., a Billing Credit of $0).

(4) The Telephone Company shall credit the customer's BANs with the applicable IOF/TBR Credit as determined in accordance with the terms of this Option 59 on the next billing cycle after the sixty (60) calendar day calculation period provided there are at least ten (10) business days before the close of the next billing cycle. If there are not at least ten (10) business days before the close of the next billing cycle, then such credit shall be applied in the following billing cycle. The IOF/TBR Credits will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11 and FCC14. In no event will the customer be eligible for any IOF/TBR Credit unless both their TBR for Qualifying Services and IOF TBR for Qualifying Services intersect in one of the cells set forth in the IOF/TBR Credit Table following for the applicable Plan Year. (x) (N)

(x) Issued under authority of Special Permission No. 09-030 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period (Cont'd)

(5) Illustrative Example

The following example illustrates the calculation of the TBR for Qualifying Services, the IOF TBR for Qualifying Services, and the IOF/TBR Credit:

First assume in Plan Year 1, the customer's eligible monthly recurring Special Access DS1 and DS3 revenues as described in (F)(1)(a), (F)(1)(b)(1) and (F)(1)(b)(2) preceding are $85M.

Further assume in Plan Year 1, the customer's eligible monthly recurring IOF Special Access DS1 and DS3 revenues as described in (F)(1)(a) and (F)(1)(b)(1) preceding are $21M.

Further assume that the amount of Qualifying Services still under dispute forty five (45) calendar days after the end of Plan Year 1 is $1M, none of which relate to IOF Special Access DS1 and DS3 revenues as described in (F)(1)(a) and (F)(1)(b)(1) preceding.

Further assume that the amount of eligible total minimum period and/or early termination charges as described in (F)(1)(c)(1) preceding and applied in Plan Year 1 is $500,000.

Further assume that the amount of eligible IOF minimum period and/or early termination charges as described in (F)(1)(c)(1) preceding is $200,000. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period (Cont'd)

(5) Illustrative Example (Cont'd)

The Telephone Company shall calculate the TBR for Qualifying Services by (i) subtracting the Disputed Charges from the eligible monthly recurring Special Access DS1 and DS3 revenues described in (F)(1)(a), (F)(1)(b)(1) and (F)(1)(b)(2) preceding and (ii) adding the total minimum period and/or early termination charges in manner described in (F)(1)(c)(1) preceding. [($85M - $1M) + $500,000 = $84.5M]

The Telephone Company shall calculate the IOF TBR for Qualifying Services by adding the eligible monthly recurring IOF Special Access DS1 and DS3 revenues described in (F)(1)(a) and (F)(1)(b)(1) preceding to the eligible IOF minimum period and/or early termination charges in the manner described in (F)(1)(c)(1) preceding. [$21M + $200,000 = $21.2M]

The Telephone Company shall calculate the IOF/TBR Credit by finding the cell in the Plan Year 1 IOF/TBR Credit Table where the TBR for Qualifying Services amount ($84.5M) and the IOF TBR for Qualifying Services amount ($21.2M) intersect, which would be $500,000.

(6) IOF/TBR Credit Tables

(a) Plan Year 1 IOF/TBR Credit Table

Plan Year 1 IOF TBR for Qualifying Services	TBR for Qualifying Services $83.0M to $84.99M	$85.0M to $87.99M	$88.0M to $90.99M	$91.0M to $93.99M	$94.0M to $96.99M	$97.0M and Over
$20.4M-$20.89M	$0.20M	$0.50M	$1.25M	$2.00M	$2.75M	$3.50M
$20.9M-$21.39M	$0.50M	$0.80M	$1.55M	$2.30M	$3.05M	$3.80M
$21.4M-$21.89M	$0.80M	$1.10M	$1.85M	$2.60M	$3.35M	$4.10M
$21.9M-$22.89M	$1.05M	$1.35M	$2.10M	$2.85M	$3.60M	$4.35M
$22.9M and Over	$1.55M	$1.85M	$2.60M	$3.35M	$4.10M	$4.85M (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period (Cont'd)

(6) IOF/TBR Credit Tables (Cont'd)

(b) Plan Year 2 IOF/TBR Credit Table

Plan Year 2 IOF TBR for Qualifying Services	TBR for Qualifying Services $90.4M to $92.39M	$92.4M to $95.39M	$95.4M to $98.39M	$98.4M to $101.39M	$101.4M to $104.39M	$104.4M and Over
$21.7M - $22.19M	$0.30M	$0.60M	$1.35M	$2.10M	$2.85M	$3.60M
$22.2M - $22.69M	$0.60M	$0.90M	$1.65M	$2.40M	$3.15M	$3.90M
$22.7M - $23.19M	$0.90M	$1.20M	$1.95M	$2.70M	$3.45M	$4.20M
$23.2M - $24.19M	$1.20M	$1.50M	$2.25M	$3.00M	$3.75M	$4.50M
$24.2M and Over	$1.80M	$2.10M	$2.85M	$3.60M	$4.35M	$5.10M

(c) Plan Year 3 IOF/TBR Credit Table

Plan Year 3 IOF TBR for Qualifying Services	TBR for Qualifying Services $98.2M to $100.19M	$100.2M to $103.19M	$103.2M to $106.19M	$106.2M to $109.19M	$109.2M to $112.19M	$112.2M and Over
$23.5M - $23.99M	$0.40M	$0.70M	$1.45M	$2.20M	$2.95M	$3.70M
$24.0M - $24.49M	$0.70M	$1.00M	$1.75M	$2.50M	$3.25M	$4.00M
$24.5M - $24.99M	$1.00M	$1.30M	$2.05M	$2.80M	$3.55M	$4.30M
$25.0M - $25.99M	$1.30M	$1.60M	$2.35M	$3.10M	$3.85M	$4.60M (N)
$26.0M and Over	$1.90M	$2.20M	$2.95M	$3.70M	$4.45M	$5.20M

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(2) Calculation of TBR and IOF/TBR Credit

(a) Calculation of the TBR for Qualifying Services and IOF TBR for Qualifying Services at the End of Each of the First Five (5) Plan Years During the Service Period (Cont'd)

(6) IOF/TBR Credit Tables (Cont'd)

(d) Plan Year 4 IOF/TBR Credit Table

Plan Year 4 IOF TBR for Qualifying Services	TBR for Qualifying Services $107.2M to $109.19M	$109.2M to $112.19M	$112.2M to $115.19M	$115.2M to $118.19M	$118.2M to $121.19M	$121.2M and Over
$25.7M - $26.19M	$1.05M	$1.35M	$2.10M	$2.85M	$3.60M	$4.35M
$26.2M - $26.69M	$1.35M	$1.65M	$2.40M	$3.15M	$3.90M	$4.65M
$26.7M - $27.19M	$1.65M	$1.95M	$2.70M	$3.45M	$4.20M	$4.95M
$27.2M - $28.19M	$1.95M	$2.25M	$3.00M	$3.75M	$4.50M	$5.25M
$28.2M and Over	$2.55M	$2.85M	$3.60M	$4.35M	$5.10M	$5.85M

(e) Plan Year 5 IOF/TBR Credit Table

Plan Year 5 IOF TBR for Qualifying Services	TBR for Qualifying Services $116.7M to $118.69M	$118.7M to $121.69M	$121.7M to $124.69M	$124.7M to $127.69M	$127.7M to $130.69M	$130.7M and Over
$28.0M - $28.49M	$2.00M	$2.30M	$3.05M	$3.80M	$4.55M	$5.30M
$28.5M - $28.99M	$2.30M	$2.60M	$3.35M	$4.10M	$4.85M	$5.60M
$29.0M - $29.49M	$2.60M	$2.90M	$3.65M	$4.40M	$5.15M	$5.90M
$29.5M - $30.49M	$2.90M	$3.20M	$3.95M	$4.70M	$5.45M	$6.20M (N)
$30.5M and Over	$3.50M	$3.80M	$4.55M	$5.30M	$6.05M	$6.80M

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit

(a) Conditions Precedent to UNE Conversion Credit

Subject to the provisions of (F)(3)(a)(1) following related to the conversion of DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs to Special Access Qualifying Services, the customer shall be eligible to receive a UNE Conversion Credit.

(1) UNE Conversion Requirements

In order to qualify for the UNE Conversion Credit, the customer must satisfy all of the following criteria:

(a) Request conversion, such conversion to be effective as of December 31, 2009, of a minimum of seventy-five percent (75%) of each of the customer's in-service DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs, as well as for any in-progress orders for the same to be installed after December 31, 2009, in which case such conversion shall be effective as of the actual install date, to Qualifying Services of an equivalent configuration and equivalent number; and (x)

(b) Agree that the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14, which such subscription shall specify the percentage of each of the customer's in-service DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs, as well as for any in-progress orders for the same to be installed after December 31, 2009, that the customer desires to convert to Qualifying Services, constitutes the customer's authorization of the conversions in (a) preceding to occur contemporaneously with the effectiveness of such subscription as well as providing for the same billing effective date as the effective date of such subscription or, for those in-progress orders, the actual install date; and (x) (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(a) Conditions Precedent to UNE Conversion Credit (Cont'd)

(1) UNE Conversion Requirements (Cont'd)

(c) The customer may not purchase any DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs on or after December 31, 2009 through and including the end of Plan Year 5; provided that any orders for any of the preceding shall be handled in accordance with (F)(3)(f) following.

(2) UNE Conversion Credit Amount

The UNE Conversion Credit shall be calculated, beginning with the month immediately following the month in which the requirements set forth in (F)(3)(a) preceding are satisfied, as described in more detail in (F)(3)(b) following.

(b) Calculation of UNE Conversion Credit

The UNE Conversion Credit shall be comprised of credit amounts or debit amounts, as applicable, for each Qualifying Service associated with a specific circuit ID (i.e., the Qualifying Service specific circuit ID that replaces the specific circuit ID for DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loop, DS1 or DS3 EEL and/or DS1 or DS3 Commingled EEL that was converted pursuant to the requirements of (F)(3)(a)(1) preceding) that remains in service during any month of the Service Period, as calculated in accordance with this Section (F)(3)(b).

(1) In order to determine the UNE Conversion Credit to be applied during each Quarter during the Service Period, the Telephone Company shall first calculate the aggregate monthly recurring revenue for September 2009 at a circuit ID level and specifically including all UNE Rate Element Monthly Recurring Charges (as reflected in Column A in the UNE Conversion Credit Support Table set forth in (F)(3)(b)(6) following) for such circuit IDs (**UNE Circuit Base MRCs**). The UNE Rate Elements reflected in Column A include only the DS1 or DS3 Unbundled Loops, DS1 or DS3 Unbundled Transport, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs being converted pursuant to the requirements of (F)(3)(a)(1) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(2) At the end of each month during the Service Period, the Telephone Company shall calculate the aggregate MRCs for such month, by circuit ID, associated with the remaining in-service Qualifying Services (i.e., the DS1 or DS3 Unbundled Loop, DS1 or DS3 Unbundled Transport, DS1 or DS3 EEL, and DS1 or DS3 Commingled EEL converted to Qualifying Services pursuant to (F)(3)(a)(1) preceding that remain in-service during that month) and specifically including all Special Access Rate Element Monthly Recurring Charges (as reflected in Column B in the UNE Conversion Credit Support Table set forth in (F)(3)(b)(6) following) billing under such circuit IDs (**Qualifying Service Circuit MRCs**).

(3) The Telephone Company shall then calculate the difference, whether positive or negative, between each of the Qualifying Service Circuit MRCs and the corresponding UNE Circuit Base MRCs for such month.

(4) The Telephone Company shall then determine the UNE Conversion Credit for such month by aggregating all amounts, whether positive or negative, calculated in (3) preceding and multiplying such amount by: (i) one hundred percent (100%) for Plan Years 1 and 2; (ii) ninety percent (90%) for Plan Year 3; (iii) eighty-five percent (85%) for Plan Year 4; and (iv) seventy-five percent (75%) for Plan Years 5 and 6. (N)

(5) The UNE Conversion Credit to be applied to the customer's BANs for each Quarter of the Service Period is equal to the sum of the UNE Conversion Credits calculated in (4) preceding for each month of such Quarter.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(6) UNE Conversion Credit Support Table

Column A UNE Rate Element	Column B Special Access Rate Element Monthly Recurring Charges
Loop (stand alone or as a part of an EEL arrangement), EEL Loop Test, Clear Channel, SS7, Fixed Mileage (stand alone or as a part of an EEL arrangement), Per Mile Mileage (stand alone or as a part of an EEL arrangement), and Multiplexing. USOCs Included: 69420 69479 EUW U4D1X ULC1X CCO URC7G URCTB U4D3X ULC3X EU4PF URC7H 1UMYS TRG ULYXX 1LFSX ULNXS ULYHX ULNHS ULYJX ULNJS MQ1 UM4CX M6W0U MQ3 UM43X M6W3U	As specified in (F)(1)(b)(1) and (F)(1)(b)(2) preceding.

(N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(7) Illustrative Example of Calculations Described in (F)(3)(b) Preceding for Quarter 3 of Plan Year 3 Assuming Three (3) UNE Circuits Originally Converted to Qualifying Services

In order to establish the UNE Circuit Base MRCs for the each of the three (3) UNE circuits converted pursuant to the requirements of (F)(3)(a)(1) preceding, assume the following:

(a) During the month of September 2009, the customer had three (3) UNE circuit IDs, one configured as a DS1 Unbundled Loop UNE, one as a DS1 Unbundled Transport UNE, and one as an EEL. The monthly charges at a circuit level for each such UNE circuit ID using the applicable UNE Rate Element Monthly Recurring Charges associated with the USOCs listed in Column A of the UNE Conversion Credit Support Table set forth in (F)(3)(b)(6) preceding were as follows:

Circuit ID #1
A DS1 Unbundled Loop UNE billing a total of $90 (comprised of $89 for USOC U4D1X and $1 for USOC URCTB)

Circuit ID #2
A DS1 Unbundled Transport UNE billing a total of $100 (comprised of $100 for USOC 1UMYS)

Circuit ID #3
A DS1 EEL billing a total of $190 (comprised of $89 for USOC U4D1X, $1 for USOC URCTB, $2 for USOC URC7G, and $98 for USOC 1UMYS) (N)

(b) Each of the three (3) UNE circuits associated with circuit IDs #1, #2, and #3 preceding was converted to a Qualifying Service with new circuit IDs #1A, #2A and #3A, respectively, for each such resultant Qualifying Service.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(7) Illustrative Example of Calculations Described in (F)(3)(b) Preceding for Quarter 3 of Plan Year 3 Assuming Three (3) UNE Circuits Originally Converted to Qualifying Services (Cont'd)

(c) During the months of April, May and June, 2012, the monthly recurring charges at the circuit level for such Qualifying Services (Circuit IDs #1A, #2A and #3A) using the applicable Special Access Rate Element Monthly Recurring Charges associated with the USOCs cross-referenced in Column B of the UNE Conversion Credit Support Table set forth in (F)(3)(b)(6) preceding (Qualifying Service Circuit MRCs) was as follows:

April 2012:
Circuit ID #1A
A Special Access DS1, consisting of a Channel Termination, billing a total of $180 (comprised of $180 for USOC TMECS)

Circuit ID #2A
A Special Access DS1, consisting of Channel Mileage, billing a total of $110 (comprised of $110 for USOC 1T58S)

Circuit ID #3A
A Special Access DS1, consisting of a Channel Termination and Channel Mileage, billing a total of $280 (comprised of $180 for USOC TMECS and $100 for USOC 1T58S)

May 2012:
Assume a monthly recurring rate decrease occurred for the rates billed under the TMECS and 1T58S USOCs resulting in the following reduced billing associated with the three Circuit IDs for May 2012:

Circuit ID #1A
Total billing is reduced from $180 to $170

Circuit ID #2A
Total billing is reduced from $110 to $107 (N)

Circuit ID #3A
Total billing is reduced from $280 to $267

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(7) Illustrative Example of Calculations Described in (F)(3)(b) Preceding for Quarter 3 of Plan Year 3 Assuming Three (3) UNE Circuits Originally Converted to Qualifying Services (Cont'd)

(c) (Cont'd)

June 2012:
Assume the customer disconnected Circuit ID #3A resulting in the following:
Circuit ID #1A
Billing remains at $170

Circuit ID #2A
Billing remains at $107

Circuit ID #3A (N)
No longer eligible for UNE Conversion Credit

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(7) Illustrative Example of Calculations Described in (F)(3)(b) Preceding for Quarter 3 of Plan Year 3 Assuming Three (3) UNE Circuits Originally Converted to Qualifying Services (Cont'd)

Based on the above monthly recurring charges, the Telephone Company will calculate the UNE Conversion Credit for each such Qualifying Service that remains in-service by:

Step 1
Calculating for each circuit the difference between the monthly recurring billed amount as a Qualifying Service (**Qualifying Service Circuit MRCs**) and the monthly recurring billed amount as UNE in September 2009 for the comparable UNE circuit (**UNE Circuit Base MRCs**):

	Charges As Qualifying Service	Charges As UNE in September 2009	Difference
April 2012:			
Circuit ID #1/1A	$180	$90	$ 90
Circuit ID #2/2A	$110	$100	$ 10
Circuit ID #3/3A	$280	$190	$ 90
Total			$190
May 2012:			
Circuit ID #1/1A	$170	$90	$ 80
Circuit ID #2/2A	$107	$100	$ 7
Circuit ID #3/3A	$267	$190	$ 77
Total			$164
June 2012:			
Circuit ID #1/1A	$170	$90	$ 80
Circuit ID #2/2A	$107	$100	$ 7
Circuit ID #3/3A	No longer eligible for UNE Conversion Credit		$ 0
Total			$ 87

(N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(b) Calculation of UNE Conversion Credit (Cont'd)

(7) Illustrative Example of Calculations Described in (F)(3)(b) Preceding for Quarter 3 of Plan Year 3 Assuming Three (3) UNE Circuits Originally Converted to Qualifying Services (Cont'd)

Step 2
Calculate the UNE Conversion Credit for the three (3) Qualifying Services for the Quarter by aggregating all amounts calculated in Step 1 preceding and multiplying such amount by the Plan Year 3 percentage of 90% (all amounts are rounded to the nearest dollar)

	Total Conversion Credit Difference		Plan Year 3 Percentage Multiplier	UNE
April 2012:				
Month 1	$190	x 90%	$171	
Month 2	$164	x 90%	$148	
Month 3	$ 87	x 90%	$ 78	
Total			$397	

(N)

The customer is owed, subject to the terms and conditions of this Option 59, including this Section (F)(3), a UNE Conversion Credit for the three (3) Qualifying Services for Quarter 3 of Plan Year 3 of $397.00.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(c) Revenues Included in Calculation of UNE Conversion Credits

In calculating the UNE Conversion Credit, only MRC amounts which are paid in full by the customer shall be included in the calculation set forth in (F)(3)(b)(4) preceding.

(1) For purposes of this Option 59, "**MRCs**" shall mean the revenues from the billed monthly recurring charges, net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services billed during the Service Period under the USOCs set forth in (F)(1)(b) preceding, and excluding Disputed Charges; provided, however, that certain minimum period charges and early termination charges (as specifically described in Sections 7.4.4, 7.4.13(D), 7.4.17(D), 25.1.10, and 25.2.3 preceding of this tariff, Sections 7.4.4, 7.4.10(C), and 25.1.12 of FCC11, Sections 3.2.4 and 5.6.19(M) of FCC14, and Sections 7.2.2 and 7.2.6(E) of FCC16) based solely on unpaid MRCs shall be included as MRCs solely in each of the months included in the calculation of the minimum period charges and/or early termination charges in an amount equal to such charges. (x) (x) (x)

(2) For purposes of this Option 59, "**Disputed Charges**" shall mean MRCs for the Qualifying Services billed during the Service Period, which amounts are under dispute by the customer and have been paid in full by the customer, as of the forty-fifth (45th) calendar day following the end of each of the Plan Years during the Service Period in accordance with this Section (F)(3). Amounts which have not been paid in full, as of the forty-fifth (45th) calendar day following the end each of the Plan Years during the Service Period (regardless of whether or not such amounts are under dispute by the customer), shall not be included when determining the UNE Conversion Credit. (x)

(3) For purposes of this Option 59, "paid in full" shall mean that the customer has paid the billed amount without any offsets or reductions from the billed amount, in accordance with the terms of this tariff, FCC11, FCC14 and FCC16, as applicable. In the event that the customer disputes some but not all charges on an invoice, the charges that are not disputed shall, upon payment thereof, be considered "paid in full" for purposes of this Option 59. (N)

Communications Commission.

(Issued under Transmittal No. 1056)

Issued: November 24, 2009 Effective: December 9, 2009

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

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(c) Revenues Included in Calculation of UNE Conversion Credits (Cont'd)

(4) For purposed of determining the UNE Conversion Credit, the UNE Conversion Credit shall not include in its calculation MRCs for Qualifying Services originally ordered and placed in service as UNEs on or after October 1, 2009 and that were converted from DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs and/or DS1 and DS3 Commingled EELs pursuant to the requirements of (F)(3)(a)(1) preceding.

(d) Additional Revenues Not Included in Calculation of UNE Conversion Credits

In calculating the UNE Conversion Credit, no revenues other than the revenues as set forth in (F)(3)(c) preceding shall be included, and the following types of charges are not included:

(1) non-recurring charges;
(2) surcharges;
(3) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
(4) service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);
(5) except for minimum period or early termination charges as specified in (F)(1)(c)(1) preceding, any other charges which are not applied on a monthly recurring basis;
(6) credits or adjustments provided by Verizon that apply to any period other than the Service Period and to any services other than the Qualifying Services;
(7) any debits or credits for Services rendered in prior Quarters or periods prior to December 31, 2009;
(8) fractional debit/credit amounts;
(9) Shortfall or overage charges associated with term plan true-ups;
(10) minimum period charges other than as set forth in (F)(1)(c)(1) preceding; (N)
(11) any Disputed Charges;
(12) termination liabilities other than as set forth in (F)(1)(c)(1) preceding; or
(13) Billing Credits/adjustments.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(e) Payment of UNE Conversion Credit

If the customer is eligible for a UNE Conversion Credit as set forth in this Option 59, then no later than the sixtieth (60th) calendar day following the end of each Quarter during each Plan Year during the Service Period, the Telephone Company shall calculate the aggregate UNE Conversion Credit earned for the previous Quarter and, subject to the terms of this Option 59, credit the customer's BANs with the UNE Conversion Credit as determined in accordance with the terms of this Option 59 on the next billing cycle after the sixty (60) calendar day calculation period provided there are at least ten (10) business days before the next billing cycle. If there are not at least ten (10) business days before the close of the next billing cycle, such credit shall be applied in the following billing cycle. The UNE Conversion Credit will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC11, and FCC14. Notwithstanding any (x) other provisions of this Option 59 to the contrary, the Telephone Company and the customer acknowledge and agree that the conversions of circuits pursuant to (F)(3)(a)(1) preceding may not have been completed in time to satisfy the conditions necessary to be able to accurately and fully calculate the UNE Conversion Credit in connection with the first four (4) Quarters in which such UNE Conversion Credit will be due and payable on the timing set forth in this Section (F)(3)(e). Accordingly, the Telephone Company and the customer acknowledge and agree that one or more true-ups may be required during the first four (4) Quarters in which such UNE Conversion Credit will be due and payable to effectuate the accurate payment of the UNE Conversion Credit as contemplated by this Option 59. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(F) Terms and Conditions (Cont'd)

(3) UNE Conversion Credit (Cont'd)

(f) Orders for Unbundled Network Elements After December 31, 2009

The customer, as a material condition of the Telephone Company providing the UNE Conversion Credit, may not purchase any DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs from any of operating territories of this tariff, FCC11, FCC14 or FCC16 during the first five (5) Plan Years of the Service Period. Accordingly, the Telephone Company and the customer agree that any orders for DS1 or DS3 Unbundled Loops, DS1 or DS3 Unbundled Transport, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs that occur on or after December 31, 2009 through and including the end of Plan Year 5 are errors and shall be treated for all purposes as if initially ordered as Qualifying Services. If either Party discovers that DS1 or DS3 Unbundled Loop, DS1 or DS3 Unbundled Transport, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs have been ordered by the customer through and including the end of Plan Year 5, such Party shall notify the other Party and the customer shall promptly request conversion of such DS1 or DS3 Unbundled Loop, DS1 or DS3 Unbundled Transport, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs to a Qualifying Service, which such conversion shall be completed at no charge to the customer. The Telephone Company shall reasonably assist in this effort. (x)

(G) Disputes, Releases and Waivers

(1) In calculating the Billing Credits, all of the following requirements shall apply:

(a) The Telephone Company shall not include in the calculation of the Billing Credits any Disputed Charges remaining as of the forty-fifth (45th) calendar day following the end of the applicable Quarter (UNE Conversion Credit) or Plan Year (IOF/TBR Credit).

(b) For the purpose of calculating the Billing Credits, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any periods prior to December 31, 2009 (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company). (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(G) Disputes; Releases and Waivers (Cont'd)

(1) (Cont'd)

(c) With respect to any dispute for Qualifying Services, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error.

(d) The customer agrees to undertake a good faith effort to review, within thirty (30) calendar days of receipt, each bill received from the Telephone Company that includes amounts to be included in the TBR for Qualifying Services, the IOF TBR for Qualifying Services or included in the calculation of the UNE Conversion Credit and at such time that the customer determines there is a dispute to promptly raise the dispute(s) with the Telephone Company. The customer is not obligated or required to raise billing disputes within thirty (30) calendar days of receipt of a bill.

(e) Upon resolution of any Disputed Charges, or disputes raised after the issuance of the Billing Credits in respect of amounts included in the TBR for Qualifying Services, the IOF TBR for Qualifying Services or in the calculation of the UNE Conversion Credit, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credits, the TBR for Qualifying Services or the IOF TBR for Qualifying Services calculated preceding, and the same shall apply regardless of the outcome of any Disputed Charges.

(f) There will not be any adjustment to the Billing Credits, the TBR for Qualifying Services or the IOF TBR for Qualifying Services if the Telephone Company bills amounts after the determination of the Billing Credits that would have otherwise been included in the TBR for Qualifying Services, the IOF TBR for Qualifying Services or the UNE Conversion Credit calculated preceding. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(G) Disputes; Releases and Waivers (Cont'd)

(1) (Cont'd)

(g) The Billing Credits as determined by the Telephone Company and agreed to by the customer are not subject to dispute; provided, however, that the foregoing prohibition against disputing the Billing Credits shall not be deemed to apply in a situation where the Telephone Company applies a Billing Credit(s) that does not match the mutually agreed upon Billing Credit(s).

(h) The amount of the Billing Credits shall in no event be subject to any late payment, interest or penalty as set forth in Section 2.4.1 preceding of this tariff, Section 2.4.1 preceding of FCC11, and Section 2.4.1 preceding of FCC14. (x) (x)

(H) Mergers and Acquisitions of Customer

In the event that after the date of subscription to this Option 59, the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14 and FCC16. (x)

(1) The customer may not combine or include any revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of TBR for Qualifying Services or the IOF TBR for Qualifying Services.

(2) The customer's TBR for Qualifying Services and IOF TBR for Qualifying Services shall be calculated based on its business and revenues with the Telephone Company using the customer ACNAs included with the customer's subscription to this Option 59 under (B)(1) preceding, without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Services from the Telephone Company through merger, transfer, assignment, or acquisition.

(3) If the customer intentionally and willfully violates the provisions of this Section (H), the Telephone Company reserves the right to terminate the customer's subscription to this Option 59 without liability. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(H) Mergers and Acquisitions of Customer (Cont'd)

(4) The customer will provide timely notice to the Telephone Company of any anticipated customer merger, transfer, assignment or acquisition so that each of the customer and the Telephone Company can assess their respective rights and responsibilities under this Option 59. The Telephone Company recognizes that the customer requires the flexibility to manage its business in the manner that it sees fit, including ordering Qualifying Services under the appropriate ACNAs consistent with the manner in which it desires to manage its business. Notwithstanding the manner in which the customer orders Qualifying Services, the customer and the Telephone Company have agreed to the terms set forth in (H)(1) and (H)(2) of this Section (H) for purposes of determining the TBR for Qualifying Services and the IOF TBR for Qualifying Services for each Plan Year after the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company. The customer and the Telephone Company may mutually agree to modify the customer's subscription to the Option 59 to include one or more of the ACNAs and related revenue attributable to expansion of the customer's purchase of Qualifying Services from the Telephone Company as a result of a customer merger, transfer, assignment, or acquisition, with both parties taking into consideration whether such revenues represent new and unanticipated, or existing, revenues to the Telephone Company; provided, however, that if the customer and the Telephone Company do not mutually agree on any such modifications, the terms and conditions of this Section (H) shall apply in all respects and the customer shall use commercially reasonable efforts to provide the Telephone Company the necessary information to calculate the TBR for Qualifying Services and the IOF TBR for Qualifying Services consistent with this Section (H). (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(I) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company of this tariff, FCC11, FCC14 or FCC16 (**Acquired VZ Telco**) are acquired by an unaffiliated third party and Verizon does not provide the Qualifying Services to the customer after such time, then the following terms and conditions shall apply, in addition to any other terms and conditions set forth in this tariff, FCC11, FCC14, or FCC16, as applicable. (x) (x)

(1) Each range or tier of the TBR for Qualifying Services and IOF TBR for Qualifying Services set forth in the IOF/TBR Credit Table for the applicable Plan Year in (F)(2)(a)(6) preceding shall be proportionately reduced by the TBR Acquisition Reduction Amount and IOF TBR Acquisition Amount (each as defined following), respectively; and

(2) All the Billing Credits set forth in the IOF/TBR Credit Table for the applicable Plan Year in (F)(2)(a)(6) preceding shall be reduced by a percentage which shall be calculated by dividing the TBR Acquisition Reduction Amount by $83M if in Plan Year 1, $90.4M if in Plan Year 2, $98.2M if in Plan Year 3, $107.2M if in Plan Year 4, or $116.7M if in Play Year 5.

(a) The TBR Acquisition Reduction Amount for the Plan Year in which the Acquired VZ Telco ceases to provide the Qualifying Services shall be calculated for the Qualifying Services as follows:

(1) calculate the TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the such Services; (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(I) Sale of Verizon Operating Telephone Company (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

(2) calculate the average monthly amount of the TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco by dividing the number in (1) preceding by twelve (12); and

(3) multiply the average monthly amount of the TBR for Qualifying Services calculated in (2) preceding by the number of months remaining in the Plan Year in which the Acquired VZ Telco ceases to provide the Services.

For the remaining Plan Years through and including Plan Year 5, the TBR Acquisition Reduction Amount shall equal the amount calculated in (1) preceding.

(b) The IOF TBR Acquisition Reduction Amount for the Plan Year in which the Acquired VZ Telco ceases to provide the Services shall be calculated for the Qualifying Services as follows:

(1) calculate the IOF TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco during the twelve (12) months prior to the time that the Acquired VZ Telco ceases to provide the Services;

(2) calculate the average monthly amount of the IOF TBR for Qualifying Services purchased by the customer from the Acquired VZ Telco by dividing the number in (1) preceding by twelve (12) (For purposes of this Option 59, IOF Qualifying Services shall mean the portion of the Qualifying Services billed under the USOCs set forth in (F)(1)(b)(1) preceding); and

(3) multiply the average monthly amount of the IOF TBR for Qualifying Services calculated in (2) preceding by the number of months remaining in the Plan Year in which the Acquired VZ Telco ceases to provide the Services.

For the remaining Plan Years through and including Plan Year 5, the IOF TBR Acquisition Reduction Amount shall equal the amount calculated in (1) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(I) Sale of Verizon Operating Telephone Company (Cont'd)

(2) (Cont'd)

Illustrative Example:

* Assume Verizon sells Verizon Delaware LLC. Sale is finalized with two (2) months remaining in Plan Year 2.

* Customer's TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC during the previous 12 months = $24M

* Average monthly amount of the TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC = $2M [$24M/12]

* Tiers for the TBR for Qualifying Services for Plan Year 2 are reduced by $4M [$2M x 2 months]

* Tiers for the TBR for Qualifying Services for Plan Years 3 through and including Plan Year 5 are reduced by $24M each year

* The customer's IOF TBR for Qualifying Services purchased by the customer from Verizon Delaware LLC during the previous 12 months = $12M

* Average monthly amount of the IOF Qualifying Services purchased by the customer From Verizon Delaware LLC = $1M [$12M/12]

* Tiers for the IOF TBR for Qualifying Services for Plan Year 2 are reduced by = $2M [$1M x 2]

* Tiers for the IOF TBR for Qualifying Services for Plan Years 3 through and including Plan Year 5 are reduced by $12M each year

* Billing Credits are reduced by 4.4% [$4M / [$90.4M]] for Plan Year 2

* Billing Credits are reduced by 24.4% [$24M/$98.2M], 22.4% [$24M/ $107.2M], and 20.6% [$24M/116.7M] for each of Plan Years 3, 4 and 5, respectively. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(I) Sale of Verizon Operating Telephone Company (Cont'd)

(3) The UNE Conversion Credit shall be calculated on and after the closing of such transaction, such that any Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs pursuant to the requirements of (F)(3)(a)(1) preceding that Verizon no longer provides as a result of such transaction shall be treated as if disconnected by the customer as of the date of such transaction and is no longer eligible for any UNE Conversion Credit.

(4) Notwithstanding anything to the contrary in this Section (I), if an unaffiliated third party (**Third Party Purchaser**) purchases an Acquired VZ Telco on or after June 30, 2011 and does not put in place a comparable contract tariff(s) that, when taken as a whole with this Option 59, Option 57 of FCC11 and Option 31 of FCC14, provides the customer with a comparable: (i) overall deal, including an IOF/TBR Credit, analyzed solely as of the date of the close of such transaction, if such contract tariff(s) were taken together with this Option 59, Option 57 of FCC11 and Option 31 of FCC14 as one deal; (ii) remaining Service Period; and (iii) UNE Conversion Credit for the remaining Service Period, the customer, in its sole discretion, may terminate its subscription to such new contract tariff(s), in which case the customer shall not be bound by the terms of such new contract tariff(s), including any otherwise applicable termination liability, nor entitled to any of the benefits of, such new contract tariff(s), as applicable, and may convert any remaining in-service Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs to Qualifying Services pursuant to the requirements of Section (F)(3)(a)(1) preceding in the service territory of such Third Party Purchaser, back to DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs, as applicable, with a billing effective date the same as the close of such transaction. (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(J) Termination of Plan

Subject to the terms set forth in this Section (J), the customer may terminate its subscription to this Option 59 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) calendar days prior to the requested date of termination of its subscription to this Option 59. Termination of this Option 59 shall be deemed to be an automatic termination of Option 57 of FCC11 and Option 31 of (x)
FCC14. Excluding a termination solely pursuant to (K) following, (x)
if the customer terminates its subscription to this Option 59, and/or Option 57 of FCC11 and/or Option 31 of FCC14 at any time (x)
during the Service Period, the customer will not be entitled to the payment of any additional Billing Credits, pro rated or otherwise, after receipt of notice of termination, and shall pay to the Telephone Company by no later than sixty (60) calendar days after such date of termination if such termination occurs during the first five (5) Plan Years: (i) if terminated during Plan Year 1, an amount equal to one hundred percent (100%) of all Billing Credits paid from December 31, 2009 through and including the termination date, but excluding any UNE Conversion Credits; (ii) if terminated during Plan Year 2, an amount equal to seventy-five percent (75%) of all Billing Credits paid from December 31, 2009 through and including the termination date, but excluding any UNE Conversion Credits; (iii) if terminated during Plan Year 3, an amount equal to fifty percent (50%) of all Billing Credits paid from December 31, 2009 through and including the termination date, but excluding any UNE Conversion Credits; (iv) if terminated during Plan Year 4, an amount equal to twenty-five percent (25%) of all Billing Credits paid from December 31, 2009 through and including the termination date, but excluding any UNE Conversion Credits; and (v) if terminated during Plan Year 5, an amount equal to ten percent (10%) of all Billing Credits paid from December 31, 2009 through and including the termination date, but excluding any UNE Conversion Credits. All obligations under this tariff, FCC11, (x)
FCC14 and FCC16, as applicable, with respect to the Qualifying (x)
Services shall continue to apply. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(J) Termination of Plan (Cont'd)

If the customer terminates a Qualifying Service(s) during the Service Period, minimum period and termination liability charges shall apply in accordance with the applicable term plan under which such Qualifying Service(s) is being billed; provided, however, that all DS1 and DS3 Unbundled Transport, DS1 and DS3 Unbundled Loops, DS1 and DS3 EELs, and DS1 and DS3 Commingled EELs converted to Qualifying Services pursuant to the requirements of Section (F)(3)(a)(1) preceding shall be granted ten and one-half months time in service credit for purposes of any applicable minimum period and/or early termination charges.

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements

At the end of each month during the first five (5) Plan Years of the Service Period in which any MRCs for DS1 or DS3 Channel Termination Rate Elements, or DS1 or DS3 Channel Mileage Rate Elements, decrease, a price change index (**Price Change Index**) comparing the aggregate MRCs in the month in which the price decrease(s) occurs and the aggregate MRCs as of December 31, 2009 shall be calculated as described below. If the Price Change Index for any month is equal to or less than ninety-seven (97) (or such lower Price Change Index, in the event that each of the parties has the right to terminate the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14 based upon (x)
the Price Change Index, but neither the customer nor the Telephone Company exercises such right and the Price Change Index triggering such right to terminate is reduced, consistent with (5) following), then the customer or the Telephone Company, in each of their sole discretion, may terminate the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14, (x)
subject to the following requirements.

(1) The parties shall have one hundred twenty (120) calendar days from the end of the month in which the rate decrease(s) occurred to review, assess and discuss the implications of the decrease in MRCs for any DS1 or DS3 Channel Termination Rate Elements, or any DS1 or DS3 Channel Mileage Rate Elements.

(2) If either party desires to terminate the customer's (x)
subscription to this Option 59, Option 57 of FCC11 (x)
and Option 31 of FCC14, such party shall provide written notice by not later than the end of the one hundred twenty (120) calendar day period set forth in (1) preceding, and the effective date of such termination shall be the end of the month in which (N)
such written notice is received (**Price Change Termination Date**).

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

(3) If the customer exercises its termination right as set forth in this Section (K), the following conditions shall apply:

(a) The customer may convert any remaining in-service Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs to Qualifying Services pursuant to the requirements of (F)(3)(a)(1) preceding back to DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs, as applicable, with a billing effective date the same as the Price Change Termination Date; and

(b) The customer shall pay to the Telephone Company a one-time termination charge by no later than sixty (60) calendar days after the Price Change Termination Date based upon the Plan Year in which the Price Change Termination Date occurs: (a) five hundred thousand dollars ($500,000) in each of Plan Years 1 and 2; (b) two hundred fifty thousand dollars ($250,000) in Plan Year 3; (c) one hundred twenty five thousand dollars ($125,000) in Plan Year 4; and (d) fifty thousand dollars ($50,000) in Plan Year 5.

(4) If the Telephone Company exercises its termination right as set forth in this Section (K), the following conditions shall apply:

(a) The Telephone Company shall conduct a true-up and calculate any applicable Billing Credits, each as pro-rated for the period of time from the beginning of the applicable Quarter (UNE Conversion Credit) or Plan Year (IOF/TBR Credit) of the Service Period to the Price Change Termination Date and more particularly pro-rated, with respect to the IOF/TBR Credit, based upon the IOF/TBR Credit to which the customer would otherwise have been entitled if the MRCs remained the same for the balance of the months in the Plan Year in which the Price Change Termination Date occurs; and (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

(4) (Cont'd)

(b) The customer may convert any remaining in-service Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs to Qualifying Services pursuant to the requirements of (F)(3)(a)(1) preceding back to DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs, as applicable, with a billing effective date the same as the Price Change Termination Date, in which case the Telephone Company shall provide to the customer a one-time credit equal to the applicable nonrecurring charges associated with converting such remaining in-service Qualifying Services back to DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, and/or DS1 or DS3 Commingled EELs, as applicable. (N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

(5) In the event that a Price Change Index of ninety-seven (97) or less is calculated and neither party exercises its termination right as set forth in this Section (K), the Price Change Index that triggers the right to terminate shall be reduced by three (3) points to ninety-four (94) after the first time both the parties fail to exercise such right to terminate the customer's subscription to (x)
this Option 59, Option 57 of FCC11 and Option 31 of FCC14, and shall decrease by three (3) points each successive time that the Price Change Index is met and neither party exercises such right to terminate (x)
the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14; provided, however, that if the Price Change Index is calculated such that it is lower than the Price Change Index to which it would be reduced, then it shall be reduced to the next closest Price Change Index that is a multiple of three (3) less than ninety-seven (97) (e.g., if the first Price Change (x)
Index triggering the right to terminate was (x)
calculated as ninety-three (93) and neither party terminated the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14, the Price Change Index triggering such right would be reduced to ninety-one (91) (ninety-four (94) minus three (3)), If any MRCs for DS1 or DS3 Channel Termination Rate Elements, or DS1 or DS3 (x)
Channel Mileage Rate Elements, decrease, but the applicable Price Change Index does not trigger the right of each of the customer and the Telephone (x)
Company to terminate the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14 consistent with this Section (K), then (i) (x)
neither party will have the right to terminate the (N)
customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14 pursuant to this Section (K) and (ii) the Price Change Index triggering the right to terminate the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14 will remain unchanged.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

The **Price Change Index** shall be computed as follows:

Step 1 Calculate the average revenue per unit for special access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements purchased by the customer as of December 31, 2009 by dividing the aggregate MRCs billed to the customer by the Telephone Company for all special access Channel Termination Rate Elements and Channel Mileage Rate Elements by the total number of units in-service in the month immediately preceding December 31, 2009;

Step 2 Calculate the average revenue per unit for special access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements purchased by the customer for the month in which a decrease in any MRCs for DS1or DS3 Channel Termination Rate Elements, or DS1 or DS3 Channel Mileage Rate Elements, as compared to the MRCs in effect as of December 31, 2009, is reflected in the billing, by dividing the aggregate MRCs billed to the customer by the Telephone Company for all special access Channel Termination Rate Elements and Channel Mileage Rate Elements in-service in such month by the total number of units in-service in such month;

Step 3 Multiply the average revenue per unit calculated in Step 2 preceding for both DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements by the corresponding units in-service determined in Step 1 preceding;

Step 4 Sum the products of the calculations from Step 3. preceding to get the aggregate MRCs at the new prices; and

Step 5 Divide the result calculated in Step 4 preceding by the sum of the MRCs for DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements calculated in Step 1 preceding and round the result to two (2) decimal places. (N)

Step 6 Multiply the result calculated in Step 5 by 100 to get the Price Change Index.

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

The **Price Change Index** shall be computed as follows: (Cont'd)

Illustrative Example:

Step 1 Assume that as of December 31, 2009 the MRCs, units in service, and average revenue per unit for special access DS1 and DS3 Channel Termination Rate Elements and DS1 and DS3 Channel Mileage Rate Elements are as follows:

	MRCs (1)	Units in Service (2)	Average Revenue (3)=(1)/(2)
Channel Termination Rate Element:			
DS1	$ 6,600,000	55,000	$120.00
DS3	$ 480,000	600	$800.00
Channel Mileage Rate Element:			
DS1	$ 2,720,000	160,000 (miles)	$ 17.00/mile
DS3	$ 1,150,000	10,000 (miles)	$115.00/mile
Total MRCs on 12/31/2009	$10,950,000		

(N)

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(K) Changes in Price of Channel Termination and Channel Mileage Rate Elements (Cont'd)

Illustrative Example (Cont'd):

Step 2 Further assume that during month ten (10) of Plan Year 1 the prices on the Channel Termination Rate Elements and the Channel Mileage Rate Elements change and that the MRCs, units in service, and average revenue per unit following the price changes are as follows:

	MRCs (1)	Units in Service (2)	Average Revenue (3)=(1)/(2)
Channel Termination Rate Element:			
DS1	$ 7,000,000	60,000	$116.67
DS3	$ 500,000	650	$769.23
Channel Mileage Rate Element:			
DS1	$ 2,500,000	164,000 (miles)	$ 15.24/mile
DS3	$ 1,200,000	11,000 (miles)	$109.09/mile

Step 3 Taking the average revenue per units calculated in Step 2 preceding times the units in service for Step 1 preceding would give the following results:

DS1 Channel Termination Revenues = $6,416,850 (55,000 x $116.67)
DS3 Channel Termination Revenues = $ 461,538 (600 x $769.23)
DS1 Channel Mileage Revenues = $2,438,400 (160,000 x $15.24)
DS3 Channel Mileage Revenues = $1,090,900 (10,000 x $109.09)

Step 4 The sum of the results from Step 3 would be $10,407,688 ($6,416,850 + $461,538 + $2,438,400 + $1,090,900).

Step 5 The result of the division is 0.95 ($10,407,688 / $10,950,000).

Step 6 The Price Change Index is 95.0 (0.95 x 100) (x) (N)

If the result of Step 6 was a Price Change Index that was at or below ninety-seven (97.0), then the first time such result was to occur would trigger the right of either the customer or the Telephone Company to terminate the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14 in accordance with this Section (K).

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21. Contract Tariffs (Cont'd)

21.60 Contract Tariff Option 59 (Cont'd) (N)

(L) Renewal of Existing Plans

(1) Commitment Discount Plan

If the customer is signed up for the Telephone Company's Commitment Discount Plan (as set forth in Section 25.1 preceding of this tariff and/or Section 25.1 of FCC11) as of December 31, 2009, the Commitment Discount Plan shall be subject to the following provisions (both as to Qualifying Services as well as all other services covered by such Commitment Discount Plan): (x)

(a) Subject to any early termination of the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14, the Commitment Discount Plan is deemed extended as necessary to be coterminous with the end of Plan Year 5; and (ii) the TISC under the Commitment Discount Plan will be granted based on credit already earned as of December 31, 2009 plus any additional credit earned during the customer's subscription to this Option 59 and Option 57 of FCC11, which collectively shall not be greater than the TISC available under the terms of the Commitment Discount Plan. (x) (x)

(b) All other terms and conditions applicable to Commitment Discount Plan (including discounts and minimum period and review/true-up requirements) remain unchanged by this Section (L); provided, however, that no Qualifying Services converted from DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, or DS1 and DS3 Commingled EELs pursuant to the requirements of (F)(3)(a)(1) preceding shall be included for purposes of establishing commitment levels or in connection with any review/true-up requirements. Upon expiration of Plan Year 5, the Commitment Discount Plan will be subject to the existing regulations that apply upon expiration of the Commitment Discount Plan, including establishment of new commitments. (x)

(2) Term and Volume Plan (x) (x)

If the customer is signed up for the Telephone Company Five-Year DS1 Term and Volume Plan (TVP) (as set forth in Section 5.6.14 of FCC14), and subject to any early termination of the customer's subscription to this Option 59, Option 57 of FCC11 and Option 31 of FCC14, the TVP is deemed extended as necessary to be coterminous with the end of Plan Year 5 and the customer must remain concurrently subscribed during the first five (5) Plan Years during the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (N)

(A) Scope

Contract Tariff Option 60 (**Option 60**) provides certain discounts and credits on certain Special Access Service rate elements as set forth herein.

(B) Specific Terms

Unless otherwise defined in this Section 21.61, the following terms shall have the meanings set forth following.

(1) **Affiliate** shall mean, as to either Party, any entity that is controlled by, or under common control with, such Party, including (effective as of the date such entity becomes an Affiliate) any entity that becomes an Affiliate after the customer's subscription to this Option 60.

(2) **Alternative Tariff Arrangement** shall mean collectively any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to any Qualifying Services (as defined in (B)(17) following), but shall not include the Commitment Discount Plan (CDP), National Discount Plan (NDP), Service Discount Plan (SDP), or Term Payment Plan (TPP), each as set forth in this tariff and/or Tariff F.C.C. No. 11 (**FCC11**), or their substantial equivalent. (x)

(3) **Annual Bonus Payment** shall mean a lump sum payment of two hundred thousand dollars ($200,000) per year as further described in (G) following. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(4) **Annual Grooms Cap** shall mean one hundred (100) grooms for Special Access High Capacity 1.544 Mbps Service (**DS1**) circuits; and twenty (20) grooms for Special Access High Capacity 44.736 Mbps Special Access Service (**DS3**) circuits.

(5) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits (if any) to the customer.

(6) **Benefit One** shall mean the discounted per mile component of the Channel Mileage Rate Element and the Annual Bonus Payment, as further described in (G) following.

(7) **Benefit Two** shall mean the Minimum Annual Revenue Commitment (**MARC**) Credit, as further described in (H) following.

(8) **Channel Mileage Rate Elements** shall mean the per mile component of the special access Channel Mileage rate elements, as such rate elements are described more particularly in Section 7.1.2(B) preceding of this tariff and Section 7.1.2(B) of FCC11. (x)

(9) **Disputed Charges** shall mean any charges (or portions thereof) billed by the Telephone Company during the Service Period, (i) which have not been paid in full (without offset or reduction, and in accordance with the terms of this tariff and FCC11, as applicable) by the customer, as of the thirtieth (30th) calendar day following the end of a Quarter, or (ii) which the customer has alleged not to be due as of the thirtieth (30th) calendar day following the end of a Quarter. The provisions of this Section (B)(9) in no way limit the customer's time period to dispute charges. (x) (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(10) **DS1 UNEs** shall mean DS1 capacity loops, dedicated transport, or enhanced extended loops (EELs) provided by the Telephone Company as unbundled network elements.

(11) **DS1 Channel Mileage Rate Elements** shall mean the DS1 per mile component of one of the following Universal Service Order Codes (**USOCs**): 1A5ZS, 1A8ZS, 1J53S, 1J54S, 1L5LS, 1L5XX, and 1T58S. The associated DS1 Service must have a Network Channel (NC) Code of HC.

(12) **Eligible LATAs** shall mean, as of January 1, 2010, the Rhode Island LATA (LATA 130), the New York Metro New York LATA (LATA 132), the Albany New York LATA (LATA 134), the Syracuse New York LATA (LATA 136), the Buffalo New York LATA (LATA 140), and the Philadelphia Pennsylvania LATA (LATA 228).

After January 1, 2010, the customer may in its discretion add one or more additional LATAs within the operating territories of this tariff and/or FCC11 to the Eligible LATAs by providing notice to the Telephone Company not more than ninety (90), and not less than thirty (30), calendar days prior to each subsequent anniversary of January 1, 2010, in which case such LATAs shall become Eligible LATAs commencing with such anniversary. In such event, the MARC shall be revised as set forth in (B)(14) following. (x) (N)

(13) **Groom** shall mean any customer initiated activity that negatively impacts the MRCs of a DS1 or DS3 Service ordered prior to January 1, 2010 (e.g. re-termination of a circuit that reduces mileage units and MRCs), with the exceptions of certain Grooms as specified in (H)(3)(b) following.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(14) **MARC** shall mean the Minimum Annual Revenue Commitment. As of January 1, 2010, the MARC shall be equal to twelve (12) times the amount billed by the Telephone Company to the customer for MRCs associated with Qualifying Services during the month of August, 2009 in the Eligible LATAs, minus nine hundred thousand dollars ($900,000). As an illustrative example, if the amount billed by the Telephone Company to the customer for Qualifying Services during the month of August, 2009 in the Eligible LATAs was one million dollars ($1,000,000), the MARC as of January 1, 2010 would be eleven million one hundred thousand dollars ($11,100,000) [($1,000,000 x 12)-$900,000]. In the event that after January 1, 2010 a new LATA becomes an Eligible LATA in accordance with (B)(12) preceding, the MARC shall be revised by adding to the MARC an amount equal to twelve (12) times the MRCs billed by the Telephone Company to the customer for Qualifying Services in the newly-subscribed LATA during the last month prior to the anniversary date prior to which notice is provided.

(15) **MRCs** shall mean monthly recurring charges.

(16) **Plan Year** shall mean each of the following one (1) year periods during the Service Period.

(a) Plan Year 1 shall commence on January 1, 2010 and end on December 31, 2010;

(b) Plan Year 2 shall commence on January 1, 2011 and end on December 31, 2011;

(c) Plan Year 3 shall commence on January 1, 2012 and end on December 31, 2012;

(d) Plan Year 4 shall commence on January 1, 2013 and end on December 31, 2013; (N)

(e) Plan Year 5 shall commence on January 1, 2014 and end on December 31, 2014.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(17) **Qualifying Services** shall mean special access DS1 Services within the operating territories of this tariff and FCC11 that have a Network Channel (NC) code of HC and are billing one of the USOCs set forth in (E)(1)(b) following, and special access DS3 Services within the operating territories of this tariff and FCC11 that have a NC code of HF and are billing one of the USOCs set forth in (E)(1)(b) following. (x) (x)

(18) **Qualifying Revenue** shall mean MRCs for Qualifying Services within the operating territories of this tariff and FCC11 which are paid in full by the customer as further described in (E)(2) following.

(19) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first day of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter); or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs.

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits, rates, terms, and conditions of this Option 60.

(1) A customer must subscribe to Option 60 in a manner designated by the Telephone Company during the thirty (30) day period that begins December 29, 2009 and ends January 27, 2010 (**Subscription Period**). The customer's subscription to this Option 60 shall be an automatic subscription to Option 58 of FCC11. Such subscription must include a list of customer ACNAs and a list of customer point of presence (POP) locations within the Eligible LATAs (a maximum of seven (7) of such POP locations may be included in this Option 60 and Option 58 of FCC11) that will be subject to the provisions set forth in (H)(3)(b)(7) following, which the Telephone Company agrees to, in writing, for inclusion in this Option 60 and Option 58 of FCC11. (x) (x) (x) (N)(x)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(C) Eligibility (Cont'd)

(2) During the calendar year 2008, more than ninety five percent (95%) of the customer's special access DS1 and DS3 Services must have been billed pursuant to this tariff and FCC11. (x)

(3) During calendar year 2008, the customer must have been billed more than thirty five million dollars ($35,000,000) for all of the Qualifying Services that it purchases from the Telephone Company under this tariff and FCC11. (x)

(4) The customer may not during the Service Period of this Option 60 concurrently subscribe to an Alternative Tariff Arrangement. If the customer wishes to subscribe to such an Alternative Tariff Arrangement, then the customer shall not receive any discounts and/or billing credits under this Option 60 and Option 58 of FCC11, and such subscription shall be considered a termination by the customer of its subscription to this Option 60 and Option 58 of FCC11, subject to (M) following. (x) (x)

(5) The customer may, during the Service Period of this Option 60, remain subscribed to a CDP, NDP, SDP, or TPP, each as set forth in this tariff and/or FCC11, or their substantial equivalent. (x)

(D) Service Period (N)

The Service Period of this Option 60 shall commence on January 1, 2010, and end at the close of the day on December 31, 2014.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 60 and Option 58 of FCC11 (x) (x)

Subject to the terms and conditions of this Option 60 and Option 58 of FCC11, the credits and discounts provided herein shall apply to the following Qualifying Services: (x) (x)

(1) Qualifying Services

Qualifying Services shall include all DS1 and DS3 rate elements meeting the following criteria:

(a) Rate elements must have a Network Channel (NC) code of either HC for DS1 Qualifying Services or HF for DS3 Qualifying Services.

(b) The Qualifying Service must bill one of the following USOCs:

DS1 Service:

1A5ZS	1A8ZS	1J53S	1J54S	1L5LS	1L5XX
1T58S	A1VXZ	MQ1	MQK	MXN12	MXN13
MXN15	MXN17	QMU	TMECS	TNJZX	TNT3X
TNT4X	TNT8X	TZGHX			

DS3 Service:

1A5LX	1L5XX	1U5PS	1YA8S	MKM	MQ3
MXNRX	TUTPX	TYF8S	TYF8X	TYFLS	TYFLX
TYFMS	TYFMX	TYFVS	TYFVX	TYFWS	TYFWX (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(E) Services and Rate Elements Subject to This Option 60 and Option 58 of FCC11 (Cont'd) (x) (x)

(2) Qualifying Revenue

Qualifying Revenue for purposes of determining whether the customer has exceeded the MARC shall include only MRCs for Qualifying Services which are paid in full by the customer. The following types of charges shall not be included (list is illustrative and not intended to be a comprehensive listing of all other charges excluded):

(a) Nonrecurring charges;

(b) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(c) Service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);

(d) Any other charges which are not applied on a recurring monthly basis;

(e) Credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;

(f) Any debits or credits for Qualifying Services rendered in prior quarters or periods prior to January 1, 2010;

(g) Shortfall or overage charges associated with term plan true-ups;

(h) Minimum period charges;

(i) Any Disputed Charges;

(j) Termination liabilities; or (N)

(k) Adjustments other than those explicitly relating to MRCs.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(F) Serving Area

The MARC Credit, the Channel Mileage Rate Element Discounted Rate, and the Annual Bonus Payment will be provided only in the Eligible LATAs, and only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and FCC11. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff and Section 15.3 of FCC11. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff and Section 15.3 of FCC11) that occur during the Service Period of this Option 60 and Option 58 of FCC11 will apply. (x) (x) (x) (x)

(G) Channel Mileage Discounted Rate and Annual Bonus Payment (Benefit One)

(1) Subject to the terms of this Option 60, the Telephone Company will provide a discounted rate for the per mile component of the Channel Mileage Rate Element of a special access DS1 Service that is ordered by the customer in an Eligible LATA during the Service Period (the **Discounted Mileage Rate)**. The Channel Mileage Discounted Rate will be five dollars ($5) per mile for DS1 Channel Mileage Rate Elements. The fixed component of channel mileage will not be discounted and will continue to apply at the rates set forth in other sections of this tariff and FCC11, as applicable, (including such discounts as may be applicable if the customer is also subscribed to a CDP, NDP, SDP or TPP as may be permitted under (B)(2) preceding). The Channel Mileage Discounted Rate will apply for the full life of the circuit, unless terminated in accordance with (M) following. The Channel Mileage Discounted Rate will apply in lieu of the DS1 Channel Mileage per mile rate set forth in other sections of this tariff and FCC11, as applicable, and will not be subject to any further discounts except as allowed herein. (x) (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(G) Channel Mileage Discounted Rate and Bonus Payment (Benefit One) (Cont'd)

(2) Subject to the terms of this Option 60, during the Service Period the Telephone Company will also provide a lump sum payment (the **Annual Bonus Payment**) of two hundred thousand dollars ($200,000) per year, payable in quarterly installments as set forth in (I) following.

(3) To qualify for the Benefit One, and in order to receive the Channel Mileage Discounted Rate and the Annual Bonus Payment, the customer must not order any DS1 UNEs during the Service Period (including conversions of special access circuits to UNEs) within an Eligible LATA. Orders for DS1 UNEs that were ordered prior to January 1, 2010 but completed after January 1, 2010 will not violate this restriction. If the customer inadvertently orders a DS1 UNE but (i) rescinds such order prior to its completion; (ii) converts the resulting DS1 UNE to a special access DS1 Service within sixty (60) calendar days after the date of the first bill from the Telephone Company in which charges for such DS1 UNE first appear and pays an amount to the Telephone Company equal to the difference between the amounts billed for such DS1 UNE and the amounts that would have been billed at the applicable special access rates; or (iii) converts the resulting DS1 UNE to a special access DS1 Service within such time that the Telephone Company, in its sole discretion, may provide, and pays an amount to the Telephone Company equal to the difference between the amounts billed for such DS1 UNE and the amounts that would have been billed at the applicable special access rates; then such order will not be deemed to be a disqualifying DS1 UNE order subject to this Section (G)(3). (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(H) MARC Credit (Benefit Two)

(1) Subject to the terms of this Option 60, for services rendered during the Service Period, the Telephone Company will apply a credit (the **MARC Credit**) equal to a percentage of the MARC.

(2) The MARC Credit shall be calculated by multiplying the MARC times the percentage applicable to the relevant Plan Year, as set forth in the table below.

Year	% Credit
1	7.00%
2	7.25%
3	7.50%
4	7.75%
5	8.00%

(3) In order to receive the MARC Credit, the customer must comply with each of the following conditions:

(a) During the relevant Plan Year, the customer must have paid to the Telephone Company MRCs for Qualifying Services equal to or greater than the MARC.

(b) During the relevant Plan Year, the number of Grooms the customer ordered must be no more than the Annual Grooms Cap as defined in (B)(4) preceding.

The following are not considered Grooms:

(1) Grooms of circuits that are installed as new after December 31, 2009.

(2) Grooms initiated by the Telephone Company.

(3) Grooms associated with non Qualifying Services (e.g. DS0s). (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(H) MARC Credit (Benefit Two) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

(4) Maintenance Grooms

A circuit that is identified as a Maintenance Groom (as defined below) by the customer, and accepted by the Telephone Company as a Maintenance Groom, shall not count towards the Annual Groom Cap. A Maintenance Groom shall mean a Groom initiated and completed as a direct result of the original circuit experiencing service failures, where the grooming corrects such problems.

(5) Force Majeure Grooms

Grooms that are necessitated by acts of God, fire, flood, lack of or delay in transportation; acts of war or terrorism, civil disorder, strikes, or labor disputes.

(6) Circuits disconnected in their entirety.

(7) Point of Presence (POP) Closure Grooms

Grooms that are the result of the customer migrating circuits from a POP (i.e., a POP on the list of POP locations provided with customer's subscription in accordance with (C)(1) preceding) that is closing to another POP (each a **POP Closure Groom**) will not count toward the Annual Grooms Cap when each of the following conditions are met:

(i) The circuit is migrated from a POP that is closed by the customer in its entirety, to another POP at a different street address, and under a different roof, within the same LATA. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(H) MARC Credit (Benefit Two) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

(7) Point of Presence (POP) Closure Grooms (Cont'd)

(ii) The POP being closed is one of the POP locations submitted with the customer's subscription under (C)(1) preceding.

(iii) The Telephone Company receives notice of the POP closure and migration not later than ninety (90) calendar days after its occurrence, in which the customer makes reference to this provision and specifies the following:

- Closed POP location
- Impacted circuits
- Circuit MRCs pre migration
- Circuit MRCs post migration.

If the total decrease in MRCs resulting from POP Closure Grooms in a single Plan Year exceeds 2.5% of the MARC, all such Grooms in excess of two and one-half percent (2.5%) of the MARC shall not be treated as POP Closure Grooms, but instead shall be subject to the Annual Grooms Cap. For example, assume the customer closes a POP location and migrates one hundred sixty-seven (167) DS1 Services to a different POP in accordance with this Section (H)(3)(b)(7). Further assume that the annual decrease in MRCs resulting from such POP Closure Grooms is $300,000 and the annual MRC reduction per DS1 is $1,796.40 ($300,000 / 167). Finally assume the MARC is $11,100,000. The total decrease resulting from POP Closure Grooms is 2.70% (300,000/11,100,000) of the MARC. Since the decrease in MRCs is greater than 2.5% of the MARC [2.5% of the MARC is $277,500 (11,100,000 x 0.025)], the Grooms in excess of 2.5% of the MARC count towards the Annual Grooms Cap [($300,000 - $277,500) / 1,796.40 = 13 POP Closure Grooms that count towards the Annual Grooms Cap]. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(I) Quarterly True-Up Process

On a quarterly basis, the Telephone Company will (i) calculate the credits due under (1) and (2) following, if any, to the customer; (ii) inform the customer of the credit amount; and (iii) issue the credit(s) due to the customer.

(1) Benefit One Quarterly Credits

The Telephone Company shall calculate the quarterly credits (if any) due for Benefit One as follows:

Step 1 The Telephone Company will determine whether the customer has complied with all the conditions set forth herein to receive Benefit One, and will proceed with the following steps only if the customer has so complied.

Step 2 In the event that, during any part of the applicable Quarter, the Telephone Company billed any DS1 Channel Mileage Rate Elements that were eligible for the Channel Mileage Discounted Rate at any rate other than the Channel Mileage Discounted Rate, the Telephone Company shall calculate as credits (or debits) the difference between the Telephone Company's actual billings, and what would have been billed at the Channel Mileage Discounted Rate.

Step 3 If the customer is eligible for the Annual Bonus Payment, the quarterly credit due to the customer for the Annual Bonus Payment shall be Fifty Thousand Dollars ($50,000). (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(I) Quarterly True-Up Process (Cont'd)

(1) Benefit One Quarterly Credits (Cont'd)

Step 4 For Quarter 1 of Plan Year 1, the Telephone Company will add together the credits and/or debits calculated pursuant to Step 2 and Step 3 above, and apply the sum to the customer's bill not more than thirty (30) calendar days after the start of the Service Period.

For Quarter 1 of each remaining Plan Year during the Service Period, the Telephone Company will add together the credits and/or debits calculated pursuant to Step 2 and Step 3 above, and shall apply the sum to the customer's bill not more than thirty (30) calendar days after the end of the Quarter.

For Quarter 2, Quarter 3, and Quarter 4 of each Plan Year during the Service Period, the Telephone Company shall apply the calculated credit to the customer's bill not more than ninety (90) calendar days after the end of the Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(I) Quarterly True-Up Process (Cont'd)

(2) Benefit Two Quarterly Credits

The Telephone Company shall calculate the quarterly credits (if any) due for Benefit Two as follows:

Step 1 The Telephone Company will calculate the sum of all Grooms performed during the applicable Plan Year, through and including the preceding Quarter. Only if the total Grooms do not exceed the Annual Grooms Cap, the Telephone Company will proceed with Step 2 following.

Step 2 The Telephone Company will calculate the sum of all MRCs that are not Disputed Charges billed by the Telephone Company to the customer for Qualifying Services during the applicable Plan Year, through and including the applicable Quarter. If, and only if, such sum is greater than the Cumulative Quarterly Minimum, as set forth below, the Telephone Company will proceed to calculate and apply the quarterly credits as set forth in Steps 3 and 4 below.

(i) For the first Quarter in a Plan Year, there shall be no Cumulative Quarterly Minimum.

(ii) For the second Quarter in a Plan Year, the Cumulative Quarterly Minimum shall be equal to fifty percent (50%) of the MARC.

(iii) For the third Quarter in a Plan Year, the Cumulative Quarterly Minimum shall be equal to seventy-five percent (75%) of the MARC.

(iv) For the fourth Quarter in a Plan Year, the Cumulative Quarterly Minimum shall be equal to one hundred percent (100%) of the MARC.

Step 3 The Telephone Company will calculate the quarterly MARC credit by multiplying twenty-five percent (25%) of the MARC times the applicable percentage set forth in {H)(2) preceding. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(I) Quarterly True-Up Process (Cont'd)

(2) Benefit Two Quarterly Credits (Cont'd)

Step 4 For Quarter 1 of Plan Year 1, the Telephone Company will apply the quarterly MARC credit calculated in Step 3 preceding to the customer's bill not more than thirty (30) calendar days after the start of the Service Period.

For Quarter 1 of each remaining Plan Year during the Service Period, the Telephone Company will apply the quarterly MARC credit calculated in Step 3 preceding to the customer's bill not more than thirty (30) calendar days after the end of the Quarter.

For Quarter 2, Quarter 3, and Quarter 4 of each Plan Year during the Service Period, the Telephone Company will apply the quarterly MARC credit calculated in Step 3 preceding to the customer's bill not more than ninety (90) calendar days after the end of the Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(J) Annual True-Up Process

Not later than sixty (60) calendar days after the end of each Plan Year, the Telephone Company will calculate a reconciliation of the credits due hereunder on an annual basis for such Plan Year, against the credits actually paid to the customer during the Plan Year. Not later than ninety (90) calendar days after the end of such Plan Year, the Telephone Company will apply such credits or debits as may be due to the customer's bill. The Telephone Company may, in its discretion, combine the calculation and/or application of the annual true-up with the quarterly true-up for the final Quarter for such Plan Year.

(1) For Benefit One, the Telephone Company will determine whether the customer has complied with all the conditions set forth herein to receive Benefit One for the Plan Year, and if the customer has not so complied, the Telephone Company will proceed in accordance with a Termination for Cause as set forth in (M)(1) following.

(2) For Benefit Two, if the customer is not in compliance with the Annual Grooms Cap, the Telephone Company will proceed in accordance with a Termination for Cause as set forth in (M)(1) following. If the customer is in compliance with the Annual Grooms Cap, the Telephone Company will calculate the sum of all MRCs that are not Disputed Charges billed by the Telephone Company to the customer for Qualifying Services during the applicable Plan Year. If such sum is greater than the MARC, the Telephone Company shall calculate true-up credits equal to the annual MARC Credit (i.e., the product of the MARC times the applicable percentage set forth in (H)(2) preceding) minus the amount of MARC Credits actually earned for such Plan Year. If such sum is less than the MARC, the Telephone Company shall calculate true-up debits equal to the sum of MARC Credits actually earned for such Plan Year. (N)

(3) The Telephone Company shall apply the annual true-up credit or debits, if any, no later than ninety (90) calendar days after the end of the Plan Year.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(K) Mergers and Acquisitions of the Customer

In the event that after the customer's subscription to this Option 60, the customer becomes an Affiliate of another company, or acquires a portion of the business of another company, or is acquired in whole or in part by another company (collectively, an **Acquisition**), the following terms and conditions will apply in addition to any other terms and conditions set forth in this tariff and FCC11. (x)

(1) The customer shall provide notice to the Telephone Company of any Acquisition not later than fifteen (15) calendar days after its effectiveness.

(2) Not later than one hundred eighty (180) calendar days after the effectiveness of any Acquisition, the customer shall notify the Telephone Company whether the subject of the Acquisition (the **Acquired Business**) will, in its entirety, become subject to this Option 60 in accordance with the following provisions.

(a) If the Acquired Business is not subject to an Alternative Tariff Arrangement, the customer may, upon thirty (30) calendar days notice to the Telephone Company, elect to include the Acquired Business in its entirety in this Option 60, in which case the MARC and Annual Grooms Cap shall be modified as follows:

(1) The MARC shall be revised by adding to the prior MARC a number equal to twelve (12) times the total MRCs for Qualifying Services billed by the Telephone Company to the Acquired Business in the month immediately preceding notification. If the Acquired Business is added to this Option 60 and Option 58 of FCC11 partway through a Plan Year, the additional MARC for that Plan Year shall be reduced, pro rata, based on the number of months that had elapsed during the Plan Year prior to the addition of the Acquired Business. (x) (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(K) Mergers and Acquisitions of the Customer (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

(2) The Annual Grooms Cap shall be revised as follows:

(i) To revise the Annual Grooms Cap for DS1s and DS3s for the current Plan Year:

Step 1 Divide the current Annual Grooms Cap by twelve (12).

Step 2 Divide the MRCs for Qualifying Services billed by the Telephone Company to the Acquired Business by the MRCs for Qualifying Services billed by the Telephone Company to the customer in the month prior to the effectiveness of the Acquisition.

Step 3 Multiply the output from Step 1 by the output from Step 2.

Step 4 Multiply the output from Step 3 by the number of months remaining in the current Plan Year.

Step 5 Add the output from Step 4 to the current Annual Grooms Cap.

(ii) To revise the Annual Grooms Cap for DS1 and DS3 Services for all future Plan Years:

Step 1 Divide the current Annual Grooms Cap by twelve (12).

Step 2 Divide the MRCs for Qualifying Services billed by the Telephone Company to the Acquired Business by the MRCs for Qualifying Services billed by the Telephone Company to the customer in the month prior to the effectiveness of the Acquisition.

Step 3 Multiply the output from Step 1 by the output from Step 2.

Step 4 Multiply the output from Step 3 by twelve (12). (N)

Step 5 Add the output from Step 4 to the current Annual Grooms Cap.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(K) Mergers and Acquisitions of the Customer (Cont'd)

(2) (Cont'd)

(b) In the event that the customer does not elect to include the Acquired Business in this Option 60 in accordance with subsection (a) preceding, the following terms shall apply.

(1) The customer may not combine or include any DS1 or DS3 Rate Elements from the Acquired Business in determining whether, or what level of, Billing Credits may be due under this Option 60.

(2) Any and all Billing Credits shall be calculated based on the customer's business and revenue with the Telephone Company using the customer ACNAs included with the customer's subscription under (C)(1) preceding , without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of services from the Telephone Company through merger, transfer, assignment, or acquisition.

(3) The Telephone Company reserves the right to terminate the customer's subscription to this Option 60 for breach if the customer does not adhere to the provisions of this Section (K)(2)(b). Termination of the customer's subscription to this Option 60 is an automatic termination of the customer's subscription to Option 58 of FCC11. (N)(x)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(K) Mergers and Acquisitions of the Customer (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(4) The customer shall not use the acquired/merged ACNAs/ DS1 Services to circumvent the Benefit One provision that restricts the customer from converting special access DS1 Qualifying Services to DS1 UNEs or ordering New DS1 UNEs under the customer ACNAs included in this Option 60 and Option 58 of FCC11. The customer will be deemed to have circumvented such Benefit One restriction if both of the following conditions are met: (x)

(i) the average number of monthly DS1 UNE orders for the acquired/merged ACNAs/CFAs during any rolling three (3) month period exceeds by eight percent (8%) or more the Acquired Entity's average monthly UNE DS1 orders for the twelve (12) months immediately preceding the Acquisition merger); and

(ii) the average number of monthly special access DS1 orders for the customer ACNAs during the same three (3) month period decreases by eight percent (8%) or more from the customer's average number of monthly special access DS1 orders during the twelve (12) months immediately preceding the Acquisition. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(L) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company of this tariff or FCC11 that provides Qualifying Services under this Option 60 or Option 58 of FCC11 are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the MARC as may be necessary to reflect such transaction. (x) (x)

(M) Termination of Benefits

(1) Termination for Cause

(a) The Telephone Company may terminate Benefit One or Benefit Two, or both, if the customer orders any DS1 UNEs during the Service Period of this Option 60. If the customer inadvertently orders a DS1 UNE but (i) rescinds such order prior to its completion; (ii) converts the resulting DS1 UNE to a special access DS1 circuit within sixty (60) calendar days after the date of the first bill for the DS1 UNE from the Telephone Company in which charges for such DS1 UNE first appear, and pays an amount to the Telephone Company equal to the difference between the amounts billed for such DS1 UNE and the amounts that would have been billed at the applicable special access DS1 rates; or (iii) converts the resulting DS1 UNE to a special access DS1 circuit within such time that the Telephone Company, in its sole discretion, may provide, and pays an amount to the Telephone Company equal to the difference between the amounts billed for such DS1 UNE and the amounts that would have been billed at the applicable special access DS1 rates; then such order will not be deemed to be a DS1 UNE order that permits termination in accordance with this Section (M)(1)(a). (N)

(x) Issued under authority of Special Permission No. 09-031 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(M) Termination of Benefits (Cont'd)

(1) Termination for Cause (Cont'd)

(b) The Telephone Company may terminate Benefit Two if the customer fails to meet the MARC during a full Plan Year, and fails to exercise the Buy Up Option in accordance with (N) following; or if the customer exceeds the Annual Grooms Cap during a full Plan Year, and fails within ninety (90) calendar days after the date the Telephone Company notifies the customer that it has exceeded the Annual Grooms Cap, or after the end of the Plan Year, whichever is earlier, to cause all Groomed circuits in excess of the Annual Grooms Cap to revert to a state whereby such circuit would no longer constitute a Groom as defined herein.

(c) If Benefit One is terminated with cause pursuant to (a) preceding, or by the customer for convenience pursuant to (M)(2)(a) following, the Telephone Company will bill, and the customer will pay, an amount equal to the difference between the total amount actually paid by the customer (including all discounts and credits) for Qualifying Services rendered during the preceding Plan Year immediately preceding such termination, and the total amount that the customer would have paid for the same service at the rates applicable to the Commitment Discount Plan (if any) to which the customer is subscribed to on December 31, 2009, the Channel Mileage Discounted Rate shall cease to apply to subsequent billings.

(d) If Benefit Two is terminated with cause pursuant to (b) preceding, or by the customer for convenience pursuant to (M)(2)(a) following, the Telephone Company will bill, and the customer will pay, an amount equal to all MARC Credits actually applied for services rendered during the Plan Year immediately preceding such termination, and the customer shall no longer be eligible to receive any future MARC Credits. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(M) Termination of Benefits (Cont'd)

(2) Termination for Convenience

(a) At the end of any Plan Year, before the issuance by the Telephone Company of any credits due for the preceding Quarter under (I) preceding, the customer may, by notice to the Telephone Company, terminate Benefit Two, or both Benefits One and Two, thirty (30) calendar days after the delivery of such notice. In the event of such termination by the customer for convenience, the provisions of (M)(1)(c) and (M)(1)(d) preceding shall apply, except that the Discounted Mileage Rate shall continue to apply to the same extent as it applies upon expiration of the Service Period as described in (M)(3) following.

(b) At the end of any Plan Year, after the issuance by the Telephone Company of all credits due for such Plan Year under (I) preceding, the Telephone Company may, by (i) notice to the customer, and (ii) payment to the customer of five hundred thousand dollars ($500,000) for each Benefit so terminated (i.e., $1,000,000 for both), terminate Benefit One, or Benefit Two, or both.

(1) In the event that Benefit One is so terminated for convenience, any circuit that was established prior to, and is eligible for the Discounted Mileage Rate, shall, upon expiration of the Service Period, continue to receive the Channel Mileage Discounted Rate so long as that circuit remains in service.

(2) In the event that the Telephone Company terminates one, but not both, benefits, the customer may cause the other benefit to be terminated without penalty, and in such event the Channel Mileage Discounted Rate on established circuits will continue in accordance with (1) preceding.

(3) Termination Upon Expiration

Upon expiration of the Service Period, all benefits provided under this Option 60 shall cease to apply, except that any circuit that was established prior to, and is eligible for the Channel Mileage Discounted Rate, shall, upon expiration of the Service Period, continue to receive the Channel Mileage Discounted Rate so long as that circuit remains in service, and so long as such circuit is not subject to an Alternative Tariff Arrangement. (N)

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21. Contract Tariffs (Cont'd)

21.61 Contract Tariff Option 60 (Cont'd) (N)

(N) Benefit Two Buy-Up

(1) In the event that the customer's Qualifying Revenue during any Plan Year falls short of the MARC, the customer may, subject to the limitation set forth in (2) following, pay a fee equal to the amount by which its Qualifying Revenue fell short of the MARC (the **Shortfall Payment**). In the event that the customer makes a Shortfall Payment not less than ninety (90) calendar days after the close of such Plan Year, it will be deemed to have met the MARC for such Plan Year.

(2) The customer shall not be entitled to make a Shortfall Payment if the amount of the Shortfall Payment would exceed the following levels:

(a) in the first Plan Year, 7.00% of the MARC;

(b) in the second Plan Year, 7.25% of the MARC;

(c) in the third Plan Year, 7.50% of the MARC;

(d) in the fourth Plan Year, 7.75% of the MARC;

(e) in the fifth Plan Year, 8.00% of the MARC.

(O) Extension of Discount Plan

If, on the first day of the Service Period, the customer is subscribed to a Commitment Discount Plan (CDP), National Discount Plan (NDP), Service Discount Plan (SDP), or Term Payment Plan (TPP), each as set forth in this tariff and/or FCC11 (such plan an **Existing Plan**), the customer may elect to extend the termination date of such Existing Plan, in accordance with the terms of this paragraph, to make the expiration date of the Existing Plan coterminous with the expiration date of the Service Period for this Option 60 and Option 58 of FCC11. If the Existing Plan would expire during the Service Period for this Option 60 and Option 58 of FCC11, then the customer may, upon notice to the Telephone Company delivered not later than thirty (30) calendar days prior to the scheduled expiration of the Existing Plan, extend the termination date of the Existing Plan to coincide with the expiration date of the Service Period for this Option 60 and Option 58 of FCC11. (x) (x) (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61

(A) Scope

Contract Tariff Option 61 (**Option 61**) provides a discount to customers who subscribe to and achieve an aggregate revenue commitment over a three (3) year period for certain Video Services and/or Advanced Video Services that are provided under either (i) this Option 61 as set forth herein; or (ii) under this Option 61 and Option 59 of Tariff F.C.C. No. 11 (**FCC 11**). The Video Services and/or Advanced Video Services that are used to measure compliance with the aggregate revenue commitment are:

(1) Special Access Hi-Definition Digital Video Transport Services (**Hi-Def DVTS**) as set forth in Section 7.2.5(F) preceding and Section 7.2.14(D) of FCC 11; or

(2) Special Access full-time Serial Component Video Services (**SCVS**) as set forth in Section 7.2.5(E) preceding and Section 7.2.14(C) of FCC 11; or

(3) Special Access full-time Basic Video Service as set forth in Section 7.2.5(A) preceding and Broadcast Video Service (collectively, **BVS**) as set forth in Section 7.2.5(A)(1) of FCC 11.

(B) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the discounted rates of this Option 61.

(1) A customer must subscribe to Option 61 in a manner designated by the Telephone Company during the period that begins April 1, 2010 and ends December 31, 2012 (**Subscription Period**). The customer must include a list of any of its affiliates that the customer wishes to be included in the customer's subscription which the Telephone Company agrees to in writing for inclusion in this Option 61 and, when applicable, Option 59 of FCC 11. For purposes of this Option 61, the term "affiliate" means any entity that controls, is controlled by, or is under common control with the customer subscribing to this Option 61. (C)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(B) Eligibility (Cont'd)

(2) At the time of subscription to this Option 61, the customer must commit to an aggregate revenue amount that must be met by the end of the three (3) year Service Period of this Option 61. The aggregate revenue commitment applies to Hi-Def DVTS, SCVS and BVS that the Telephone Company provides to the customer within the operating territories of this tariff. The customer must concurrently subscribe to Option 59 of FCC 11 in order to include the revenue for Hi-Def DVTS, SCVS and BVS that the customer subscribes to within the operating territories of FCC 11 in its aggregate revenue commitment. The customer must select one of the aggregate revenue commitments set forth in (E)(2)(a) following (each a **Commitment Level**) at the time of subscription to this Option 61. The Commitment Level selected by the customer determines the rate level applicable to Hi-Def DVTS and SCVS that the customer subscribes to during the Service Period of this Option 61. BVS is not discounted under this Option 61, however, the revenue for BVS is included in the calculation of the aggregate revenue commitment. (x) (x) (x)

(3) Subscription to Alternate Tariff Arrangements

Except as allowed under (B)(2) preceding, the customer may not concurrently subscribe Hi-Def DVTS or SCVS to an Alternative Tariff Arrangement (which shall mean any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to Hi-Def DVTS and/or SCVS) during the Service Period or Extended Service Period of this Option 61 and, when applicable, Option 59 of FCC 11. (x) (x)

(C) Service Period

The Service Period of this Option 61 is thirty-six (36) months from the date the customer initially subscribes to this Option 61. Individual Service Periods are not available for Hi-Def DVTS or SCVS included in this Option 61 or, when applicable, Option 59 of FCC 11. The customer may extend the Service Period of this Option 61 and, when applicable, Option 59 of FCC 11 in accordance with (E)(8)(c) following. (x) (x) (x) (N)

(x) Issued under authority of Special Permission 10-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(D) Serving Area

The Serving Area of this Option 61 includes the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and FCC 11. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11) that occur during the Service Period of this Option 61 and Option 59 of FCC 11 will apply. (x) (x) (x) (x)

(E) Terms and Conditions

(1) Included Services

The Hi-Def DVTS and SCVS that can be included in this Option 61 and for which the discounted rates herein apply include:

(a) Hi-Def DVTS which are installed as new during the Service Period or Extended Service Period of this Option 61.

(b) Hi-Def DVTS which are installed as new during the Service Period or Extended Service Period of this Option 61 in order to replace existing SCVS, BVS, Multichannel Video Service (**MVS**), Supertrunking Transport Video Service (SVS), or 45 Mbps Digital Video Transport Service (**45 Mbps DVTS**) that are upgraded to Hi-Def DVTS under this Option 61. Early Termination Charges and/or Termination Liability as set forth in Section 7.2.5 preceding do not apply to upgrade SCVS, BVS, MVS, SVS or 45 Mbps DVTS to new Hi-Def DVTS under this Option 61. The customer is responsible for satisfying any outstanding minimum period obligation as it applies to the service being upgraded. Minimum period obligations are set forth in Section 7.4.4 preceding.

(c) Existing Hi-Def DVTS which are migrated from their current term plan to this Option 61. Early Termination Charges as set forth in Section 7.2.5(F)(4)(e) preceding do not apply to cancel the current term plan for Hi-Def DVTS in order to include such service in this Option 61.

(d) SCVS which are installed as new during the Service Period or Extended Service Period of this Option 61. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(B) Terms and Conditions (Cont'd)

(1) Included Services (Cont'd)

(e) SCVS which are installed as new during the Service Period or Extended Service Period of this Option 61 in order to replace existing BVS, MVS, SVS or 45 Mbps DVTS that are upgraded to SCVS under this Option 61. Early Termination Charges as set forth in Section 7.2.5 preceding do not apply to upgrade BVS, MVS, SVS or 45 Mbps DVTS to new SCVS under this Option 61. The customer is responsible for satisfying any outstanding minimum period obligation as it applies to the service being upgraded. Minimum period obligations are set forth in Section 7.4.4 preceding.

(f) Existing SCVS which are migrated from their current term plan to this Option 61. Early termination charges and/or termination liability as set forth in Section 7.2.5(E)(4)(e) preceding do not apply to cancel the current term plan for SCVS in order to include such service in this Option 61.

(g) The Hi-Def DVTS and SCVS set forth in (a) through (f) preceding can be included in this Option 61 at anytime during the Service Period and, when applicable, during the Extended Service Period of this Option 61. All of the Hi-Def DVTS and SCVS are eligible for the rates set forth in (F) following during the Service Period of this Option 61 and, when applicable, during the Extended Service period of this Option 61. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Commitment Levels

(a) At the time of subscription to this Option 61, the customer must select one of the following Commitment Levels for its Hi-Def DVTS, SCVS and BVS. The Commitment Level includes an aggregate revenue commitment that must be met in month 36 of the Service Period. The customer may ramp up to its agreed-to Commitment Level, provided that minimum revenue thresholds, specified herein, are satisfied to ensure the customer is progressing towards satisfying the entire commitment. On an annual basis, the Telephone Company will conduct a review to compare the aggregate revenue the customer should have achieved in months 12, 24 and 36 of the Ramp-up Schedule for the selected Commitment Level (**Expected Revenue**) and the aggregate revenue the customer actually achieved in such months (**Actual Revenue**). If the customer extends the Service Period under (E)(8)(c) following, the Expected Revenue in month 36 of the Service Period is also the Expected Revenue during the entire three (3) year Extended Service Period with an annual review occurring in months 48, 60 and 72 of the Extended Service Period. The selected Commitment Level also determines the rates applicable to Hi-Def DVTS and SCVS during the Service Period and, when applicable, during the Extended Service Period. The customer must choose one of the following Commitment Levels:

(1) Level 1 Commitment
($26,460 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 8,820
Expected Revenue in month 24	$ 17,640
Expected Revenue in month 36	$ 26,460

(2) Level 2 Commitment
($117,600 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 39,200
Expected Revenue in month 24	$ 78,400
Expected Revenue in month 36	$117,600

(3) Level 3 Commitment
($205,800 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 68,600
Expected Revenue in month 24	$137,200
Expected Revenue in month 36	$205,800 (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Commitment Levels (Cont'd)

(b) The customer may change to a higher Commitment Level on three (3) occasions during the period that the customer is subscribed to this Option 61 as follows:

(1) Once during the Service Period; and

(2) at the time the customer extends the Service Period under (E)(8)(c) following; and

(3) once during the Extended Service Period.

The discounted rates for the higher Commitment Level become effective with the first day of the bill period following the date that the customer changes to a higher Commitment Level and continue for the remainder of the applicable Service Period or Extended Service Period. No retroactive adjustment will be made for the prior bill periods during which time the discounted rates for the lesser Commitment Level were in effect. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Revenues Included in Calculating Aggregate Revenue

For purposes of determining whether the customer has met the aggregate revenue commitment for month 36 and/or the Expected Revenue per the applicable Ramp-up Schedule, the Telephone Company shall include only monthly recurring charges (**MRCs**) for SCVS, Hi-Def DVTS and BVS of this tariff and, when applicable, of this tariff and FCC 11 which are paid in full by the customer. The following types of charges shall not be included (list is illustrative and not intended to be a comprehensive listing of all other charges excluded): (x)

(a) Nonrecurring charges;

(b) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(c) Service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);

(d) Any other charges which are not applied on a recurring monthly basis;

(e) Credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than Hi-Def DVTS, SCVS and BVS;

(f) Any debits or credits for Hi-Def DVTS, SCVS or BVS rendered prior to the customer's subscription to this Option 61;

(g) Minimum period charges;

(h) Shortfall charges associated with not achieving the Expected Revenue per the applicable Ramp-up Schedule;

(i) Any Early Termination Charges as set forth in (E)(7) following; or

(j) Any monthly recurring charges for optional features and functions associated with SCVS; or

(k) Adjustments other than those explicitly relating to MRCs. (N)

(x) Issued under authority of Special Permission 10-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Annual Review

For each year of the Service Period, the Telephone Company will conduct an annual review per customer to measure the customer's compliance with the aggregate revenue commitment and associated Ramp-up Schedule. Such annual review will occur within ninety (90) calendar days of the last day of month 12, month 24 and month 36 of the Service Period.

If the Actual Revenue in month 12, 24, or 36 is equal to or greater than the Expected Revenue in month 12, 24 or 36, respectively, no action shall be taken.

If the Actual Revenue in month 12, 24 or 36 is less than the Expected Revenue in month 12, 24 or 36, respectively, a penalty applies as follows:

(a) For Year 1, the penalty for not achieving the Expected Revenue in month 12 is equal to (i) the Expected Revenue in month 12; minus (ii) the Actual Revenue in month 12; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 12 – Actual Revenue in month 12) x 6 months)].

(b) For Year 2, the penalty for not achieving the Expected Revenue in month 24 is equal to (i) the Expected Revenue in month 24; minus (ii) the Actual Revenue in month 24; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 24 – Actual Revenue in month 24) x 6 months)].

(c) For Year 3, the penalty for not achieving the Expected Revenue in month 36 is equal to (i) the Expected Revenue in month 36; minus (ii) the Actual Revenue in month 36; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 36 – Actual Revenue in month 36) x 6 months)].

If the customer extends the Service Period under (E)(8)(c) following, the Telephone Company will conduct an annual review per customer to measure the customer's compliance with the aggregate revenue commitment and associated Ramp-up Schedule for the selected Commitment Level for the Extended Service Period as set forth in (E)(8)(c) following. Such annual review will occur within ninety (90) calendar days of the last day of month 48, month 60 and month 72 of the Extended Service Period. The penalty that applies for not achieving the Expected Revenue in month 48, month 60 or month 72 of the Extended Service Period is the same penalty that applied for not achieving the Expected Revenue in month 36 of the Service Period, except that the Actual Revenue in month 48, month 60 or month 72, as applicable, is used in the calculation of the penalty. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Annual Review (Cont'd)

The rates for the selected Commitment Level set forth in (F) following apply during the entire Service Period and, when applicable, during the entire Extended Service Period regardless of whether or not the customer achieves the Expected Revenue set forth in the applicable Ramp-up Schedule.

Illustrative Example:

Assume all of the following:

- The customer selected the Level 2 Commitment Level at the time of subscription to this Option 61 with Expected Revenue of $39,200 in month 12 of the Service Period, $78.400 in month 24 of the Service Period, and $117,600 in month 36 of the Service Period.

- In month 12 of the Service Period, the customer's Actual Revenue is $36,950 which is $2,250 short of the Expected Revenue in month 12 of the Service Period ($39,200 - $36,950 = $2,250 short of the Expected Revenue).

To calculate the penalty for Year 1 due from the customer, multiply the shortage for Year 1 by 6 months ($2,250 x 6 = $13,500). The Telephone Company will apply the shortfall penalty to the customer's bill no later than two (2) bill periods of completing the annual review.

The annual review is calculated per customer using the Actual Revenue achieved by the customer for Hi-Def DVTS, SCVS and BVS in months 12, 24 and 36 (and in months 48, 60 and 72 if the Service Period is extended under (E)(8)(c) following) under this tariff and, when applicable, under FCC 11. (N)(x)

(x) Issued under authority of Special Permission 10-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Application of Rates and Charges

The rate elements applicable to Hi-Def DVTS and SCVS during the Service Period and, when applicable, during the Extended Service Period of this Option 61 are as follows:

(a) Channel Termination Rate Element

The monthly recurring rates and nonrecurring charges for the Channel Termination rate element set forth in (F)(1) following apply in lieu of the SCVS Premises-to-Premises or Premises to Hub Channel Termination rates set forth in Section 7.5.5(D)(1) preceding as determined in accordance with Section 14.7 preceding, or in lieu of the Hi-Def DVTS Premises-to-Premises or Premises to Hub Channel Termination rates set forth in Section 7.5.5(E)(1) preceding as determined in accordance with Section 14.7 preceding. The Channel Termination rates set forth in (F)(1) following apply whether or not the customer has achieved the Expected Revenue per the applicable Ramp-up Schedule.

(b) Channel Mileage Rate Element

(1) The monthly recurring rates for the Channel Mileage rate element set forth in (F)(2) following apply in lieu of the Channel Mileage rates for SCVS as set forth in Section 7.5.5(D)(2) preceding as determined in accordance with Section 14.7 preceding, or in lieu of the Hi-Def DVTS Channel Mileage rates set forth in Section 7.5.5(E)(2) preceding as determined in accordance with Section 14.7 preceding and consist of a fixed and per mile component.

(2) The fixed component applies for all mileage between the wire centers serving the locations involved when the distance is greater than zero (0) miles. The per mile component applies for each mile in excess of the first ten (10) miles.

(3) When the mileage calculation results in zero (0) miles of transport, fixed and per mile charges are not applicable.

The Channel Mileage rates set forth in (F)(2) following apply whether or not the customer has achieved the Expected Revenue per the applicable Ramp-up Schedule. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Application of Rates and Charges (Cont'd)

(c) Optional Feature and Function Rate Elements

(1) When SCVS or Hi-Def DVTS are provided with the Advanced Video Switching optional feature, the rates and charges for such optional feature are the rates set forth in Section 7.5.5(C)(6) preceding as determined in accordance with Section 14.7 preceding.

(2) When SCVS or Hi-Def DVTS are provided with the Video Patch optional feature, the rates and charges for such optional feature are the rates set forth in Section 7.5.5(C)(3) preceding as determined in accordance with Section 14.7 preceding.

(d) Where suitable facilities are not available to provide Hi-Def DVTS or SCVS under this Option 61, Special Construction as set forth in Section 5.1.3 preceding may apply.

(6) Minimum Period

Hi-Def DVTS and SCVS that are included in this Option 61 are not subject to the minimum periods set forth in Sections 7.2.5(F)(4)(b) preceding and 7.2.5(E)(4)(b) preceding, respectively. However, each Hi-Def DVTS or SCVS that is subscribed to under this Option 61 is subject to an Early Termination Charge if such service is discontinued within six (6) months of the date that the service is included in this Option 61. Early Termination Charges are set forth in (7) following.

(7) Early Termination Charges

An Early Termination Charge applies for each Hi-Def DVTS or SCVS that is discontinued during the Service Period or Extended Service Period, as applicable, prior to being included in this Option 61 for six (6) months. For example, if an SCVS is added to this Option 61 on June 1, 2010, the customer would be subject to an Early Termination Charge if such service is disconnected prior to November 30, 2010. The Early Termination Charge applies as a flat charge per discontinued Hi-Def DVTS or SCVS and will not be pro-rated for the time that such Hi-Def DVTS or SCVS was actually in-service under this Option 61.

Service Type	Early Termination Charge	
Hi-Def DVTS	$500.00	(N)
SCVS	$500.00	

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period

Within ninety (90) calendar days of the expiration date of the Service Period for this Option 61, the customer must choose one of the following options:

(a) discontinue service without termination liability, except that an Early Termination Charge as set forth in (E)(7) preceding applies to each Hi-Def DVTS or SCVS that is disconnected prior to being included in this Option 61 for six (6) months or more;

(b) select any then offered term plan or contract tariff option for which the customer is eligible, subject to the terms and conditions of the such term plan or contract tariff option (including any termination liability and minimum period requirements, as applicable); or

(c) extend the expiration date of the Service Period of this Option 61 by thirty-six (36) months (**Extended Service Period**) in which case the following applies during the period of extension:

(1) The customer must provide the Telephone Company with written notice of its election to extend the Service Period. An extension to the Service Period of this Option 61 is an automatic extension of the Service Period for Option 59 of FCC 11; and (x)

(2) the monthly recurring rates set forth in (F) following continue to apply for during the Extended Service Period; and

(3) the Commitment Level applicable during the Extended Service Period is the same Commitment Level that applied at expiration of the Service Period, except that the customer may convert to a higher Commitment Level for the Extended Service Period by requesting such higher Commitment Level in its notice to the Telephone Company to extend the Service Period; and (N)

(x) Issued under authority of Special Permission 10-004 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(c) (Cont'd)

(4) the Commitment Levels that apply during the Extended Service Period are as follows:

(a) Level 1 Commitment
($26,460 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$ 26,460
Expected Revenue in month 60	$ 26,460
Expected Revenue in month 72	$ 26,460

(b) Level 2 Commitment
($117,600 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$117,600
Expected Revenue in month 60	$117,600
Expected Revenue in month 72	$117,600

(c) Level 3 Commitment
($205,800 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$205,800
Expected Revenue in month 60	$205,800
Expected Revenue in month 72	$205,800

(5) Upon expiration of the Extended Service Period, the customer has the option to (i) disconnect service in accordance with (E)(8)(a) preceding; or (ii) select any then offered term plan or contract tariff option in accordance with (E)(8)(b) preceding. In the event that the customer does not make an election of (E)(8)(a) or (b) preceding, the customer's subscription to Option 61 is cancelled in accordance with (E)(9) following.

(d) In the event that the customer does not make an election of (E)(8)(a) through (E)(8)(c) preceding, the Service Period of this Option 61 shall be extended in accordance (E)(8)(c) preceding. An extension of the Service Period of this Option 61 is an automatic extension of the Service Period of Option 59 of FCC 11. (N)(x)

(x) Issued under authority of Special Permission 10-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(9) Cancellation of Subscription

(a) If the customer cancels its subscription to this Option 61 at any time during the Service Period or Extended Service Period, the following applies:

(1) The terms and conditions and discounted rates applied under this Option 61 shall cease effective with the date of cancellation; and

(2) a cancellation charge equal to the number of whole months remaining in the Service Period or Extended Service Period, as applicable, multiplied by the cancellation fee for the Commitment Level in effect at the time of cancellation. The cancellation fee for each Commitment Levels is as follows:

Commitment Level	Cancellation Fee
Level 1	$ 6,615
Level 2	$29,400
Level 3	$51,540

As an illustrative example, assume the customer subscribed to this Option 61 on April 1, 2010 and the Commitment Level at the time of cancellation is Commitment Level 1. Further assume the customer cancels its subscription to this Option 61 on February 17, 2011 with twenty-five (25) months and eleven (11) days remaining in the Service Period (i.e., twenty-five (25) whole months remaining in the Service Period). The cancellation charge to the customer is $165,375.00 ($6,615 x 25).

As another illustrative example, assume the customer has completed its Service Period and Extended Service Period but failed to make an election upon expiration of the Extended Service Period as required under (E)(8)(c)(5) preceding. Since there are no whole months remaining in the Extended Service Period, the cancellation charge to the customer is $0 ($6,615 x 0).

The cancellation charge is calculated per customer using the cancellation fee set forth above. If the customer also subscribes to Option 59 of FCC 11, only one such cancellation charge applies to cancel the customer's subscription to both this Option 61 and Option 59 of FCC 11. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(9) Cancellation of Subscription (Cont'd)

(a) (Cont'd)

(3) For each Hi-Def DVTS and SCVS that has not been included in this Option 61 for six (6) months or more, Early Termination Charges as set forth in (E)(7) preceding apply.

(4) In the event that the customer retains one or more of the Hi-Def DVTS and/or SCVS after cancellation of its subscription to this Option 61, service will continue at the month-to-month rates for such service as set forth in Sections 7.5.5(E) and/or 7.5.5(D) preceding, respectively, as determined in accordance with Section 14.7 preceding.

(b) Cancellation of the customer's subscription to this Option 61 is an automatic cancellation of the customer's subscription to Option 59 of FCC 11. (N)(x)

(x) Issued under authority of Special Permission 10-004 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(10) Sale or Transfer of Verizon Company Operating Telephone Company

If the Telephone Company sells or transfers all or a portion of the assets of a Verizon Issuing Carrier for an operating territory of this tariff as set forth in Section 14 preceding or for an operating territory set forth in Section 15 of FCC 11 (each a **Verizon Operating Company**) to an unaffiliated third party, or transfers all or a portion of the stock of a Verizon Operating Company to an unaffiliated third party, such transaction is considered a Transfer ("**Transfer**") for the purpose of administering the terms and conditions set forth herein. (x) (x)

If a Transfer occurs under this tariff or FCC 11, and such Transfer results in a decrease in the quantities of Hi-Def DTVS, SCVS and/or BVS that the Telephone Company provides to the customer under this Option 61 and/or Option 59 of FCC 11, the annual review will be calculated under the following terms and conditions, in addition to any other terms and conditions set forth in this tariff or FCC 11, as applicable. (x) (x) (x)

(a) The Expected Revenue per the Commitment Level Ramp-up Schedule for the Service Period set forth in (E)(2)(a) preceding or per the Commitment Level Ramp-up Schedule for the Extended Service Period as set forth in (E)(8)(c)(4) preceding, as applicable, shall be reduced for each remaining year of the Service Period or Extended Service Period, as applicable, by an amount equal to the actual revenue per Hi-Def DVTS, SCVS and BVS that the Verizon Operating Company no longer provides to the customer.

(b) As an illustrative example, assume in year 2 of the Service Period, the customer's Commitment Level at the time of the Transfer is a Level 2 commitment. Further assume that three (3) SCVS are acquired by the unaffiliated third party and that the actual revenue per SCVS as measured at the time of the Transfer is $781.25 per month. Based on the above, the Telephone Company will reduce the customer's Expected Revenue in month 24 and in month 36 as follows:

For month 24, the Expected Revenue is reduced to $76,056 [$78,400 – ($781.25 x 3) = $76,056.25 and rounded down to $76,056].

For month 36, the Expected Revenue is reduced to $134,856 [$137,200 - ($781.25 x 3) = $134,856.25 and rounded down to $134,856]. (N)

(x) Issued under authority of Special Permission 10-004 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(11) Termination of Subscription Period by the Telephone Company

At any time during the Subscription Period specified in (B)(1) preceding, the Telephone Company may terminate the ability for new customers to subscribe to this Option 59 by filing a revision to (B)(1) preceding that changes the expiration date of the Subscription Period from December 31, 2011 to the date that the Telephone Company will no longer allow new subscriptions to this Option 59. Customers who are already subscribed to this Option 59 as of the new expiration date shall continue with their subscription through the end of the Service Period, or Extended Service Period, as applicable with no change in the terms or conditions set forth herein. (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(F) Rates and Charges

The following rates and charges apply during the Service Period and, when applicable, during the Extended Service Period of this Option 61. Such rates apply whether or not the customer achieves the Expected Revenue set forth in the Ramp-up Schedule for the Service Period or Extended Service Period, as applicable.

(1) Channel Terminations

	Monthly Rate	Nonrecurring Charge
- Hi-Def DVTS, Premises-to-Premises per point of termination (one-way only)		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- Hi-Def DVTS, Premises to Hub per point of termination (one-way only)		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- SCVS, Premises-to-Premises, per point of termination (one-way only)	,	
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- SCVS Premises to Hub, per point of termination		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None (N)

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21. Contract Tariffs (Cont'd)

21.62 Contract Tariff Option 61 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Channel Mileage

	Monthly Rate
- Hi-Def DVTS or SCVS	
- Fixed	
Level 1 Commitment	$ 90.00
Level 2 Commitment	$ 80.00
Level 3 Commitment	$ 70.00
- Per mile over 10 miles	
Level 1 Commitment	$ 99.00
Level 2 Commitment	$ 88.00
Level 3 Commitment	$ 77.00

(2) Optional Features and Functions — Rates and charges are set forth in Sections 7.5.5(C) preceding (N)

21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62

(A) Scope

Contract Tariff Option 62 (**Option 62**) provides a discount to Customers who subscribe to and achieve an aggregate revenue commitment over a three (3) year period for certain Video Services and/or Advanced Video Services that are provided under either (i) this Option 62 as set forth herein; or (ii) under this Option 62 and Option 60 of Tariff F.C.C. No. 11 (**FCC 11**). The Video Services and/or Advanced Video Services that are used to measure compliance with the aggregate revenue commitment are:

(1) Special Access Hi-Definition Digital Video Transport Services (**Hi-Def DVTS**) as set forth in Section 7.2.5(F) preceding and Section 7.2.14(D) of FCC 11; or

(2) Special Access full-time Serial Component Video Services (**SCVS**) as set forth in Section 7.2.5(E) preceding and Section 7.2.14(C) of FCC 11; or

(3) Special Access full-time Basic Video Service as set forth in Section 7.2.5(A) preceding and Broadcast Video Service (collectively, **BVS**) as set forth in Section 7.2.5(A)(1) of FCC 11.

For purposes of this Option 62, the term "Customer" shall mean collectively the Customer and all of its Affiliates that are included in this Option 62.

For purposes of this Option 62, the term "Affiliate" means any entity that controls, is controlled by, or is under common control with the Customer subscribing to this Option 62.

(B) Eligibility

The Customer must meet all of the following criteria in order to be eligible to receive the discounted rates of this Option 62.

(1) A Customer must subscribe to Option 62 in a manner designated by the Telephone Company during the period that begins June 9, 2010 and ends December 31, 2011 (**Subscription Period**). The Customer must include a list of any of its Affiliates that the Customer wishes to be included in the Customer's subscription to this Option 62 and, when applicable, Option 60 of FCC 11. The Customer may add Affiliates to, or remove Affiliates from its subscription to this Option 62 and, when applicable, Option 60 of FCC 11 at any time during the Service period, the Extended Service Period, or the Second Extended Service Period as further described in (E)(12) following. (T) (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(B) Eligibility (Cont'd)

(2) A Customer who, as of June 9, 2010, subscribes to Option 61 preceding may cancel its subscription to Option 61 in order to subscribe to this Option 62. Cancellation of the Customer's subscription to Option 61 in order to subscribe to this Option 62 will not incur (i) a Cancellation Fee as set forth in Option 61, Section 21.62(E)(9) preceding; or (ii) Early Termination charges as set forth in Option 61, Section 21.62(E)(7) preceding.

(3) At the time of subscription to this Option 62, the Customer must commit to an aggregate revenue amount that must be met by the end of the three (3) year Service Period of this Option 62. The aggregate revenue commitment applies to Hi-Def DVTS, SCVS and BVS that the Telephone Company provides to the Customer within the operating territories of this tariff. The Customer must concurrently subscribe to Option 60 of FCC 11 in order to include the revenue for Hi-Def DVTS, SCVS and BVS that the Customer subscribes to within the operating territories of FCC 11 in its aggregate revenue commitment. The Customer must select one of the aggregate revenue commitments set forth in (E)(2)(a) following (each a **Commitment Level**) at the time of subscription to this Option 62. The Commitment Level selected by the Customer determines the rate level applicable to Hi-Def DVTS and SCVS that the Customer subscribes to during the Service Period of this Option 62. BVS is not discounted under this Option 62, however, the revenue for BVS is included in the calculation of the aggregate revenue commitment.

(4) Subscription to Alternate Tariff Arrangements

Except as allowed under (B)(2) preceding, the Customer may not concurrently subscribe Hi-Def DVTS or SCVS to an Alternative Tariff Arrangement (which shall mean any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to Hi-Def DVTS and/or SCVS) during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 62 and, when applicable, Option 60 of FCC 11. (T) (N)

(C) Service Period

The Service Period of this Option 62 is thirty-six (36) months from the date the Customer initially subscribes to this Option 62. Individual Service Periods are not available for Hi-Def DVTS or SCVS included in this Option 62 or, when applicable, Option 60 of FCC 11. The Customer may extend the Service Period of this Option 62 and, when applicable, Option 60 of FCC 11 in accordance with (E)(8)(d) and (f) following. (N)

21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(D) Serving Area

The Serving Area of this Option 62 includes the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff and FCC 11. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff and Section 15.3 of FCC 11) that occur during the Service Period of this Option 62 and Option 60 of FCC 11 will apply.

(E) Terms and Conditions

(1) Included Services

The Hi-Def DVTS and SCVS that can be included in this Option 62 and for which the discounted rates herein apply include:

(a) Hi-Def DVTS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 62. (N) (N)

(b) Hi-Def DVTS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 62 in order to replace existing SCVS, BVS, Multichannel Video Service (**MVS**), Supertrunking Transport Video Service (**SVS**), or 45 Mbps Digital Video Transport Service (**45 Mbps DVTS**) that are upgraded to Hi-Def DVTS under this Option 62. Early Termination Charges and/or Termination Liability as set forth in Section 7.2.5 preceding do not apply to upgrade SCVS, BVS, MVS, SVS, or 45 Mbps DVTS to new Hi-Def DVTS under this Option 62. (N) (N)

(c) Existing Hi-Def DVTS which are migrated from their current term plan to this Option 62 or from Option 61 preceding. Early Termination Charges as set forth in Section 7.2.5(F)(4)(e) or Option 61, Section 21.62(E)(7) preceding, respectively, do not apply to cancel the current term plan for Hi-Def DVTS in order to include such service in this Option 62.

(d) SCVS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 62. (N) (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(E) Terms and Conditions (Cont'd)

(1) Included Services (Cont'd)

(e) SCVS which are installed as new during the Service Period, the Extended Service Period, or the Second Extended Service Period of this Option 62 in order to replace existing BVS, MVS, SVS, Hi-Def DVTS, or 45 Mbps DVTS that are upgraded to SCVS under this Option 62. Early Termination Charges as set forth in Section 7.2.5 preceding do not apply to upgrade BVS, MVS, SVS, Hi-Def DVTS, or 45 Mbps DVTS to new SCVS under this Option 62. (N) (N)

(f) Existing SCVS which are migrated from their current term plan to this Option 62 or from Option 61 preceding. Early termination charges and/or termination liability as set forth in Section 7.2.5(E)(4)(e) or Option 61, Section 21.62(E)(7) preceding, respectively, do not apply to cancel the current term plan for SCVS in order to include such service in this Option 62.

(g) The Hi-Def DVTS and SCVS set forth in (a) through (f) preceding can be included in this Option 62 at anytime during the Service Period and, when applicable, during the Extended Service Period or Second Extended Service Period of this Option 62. All of the Hi-Def DVTS and SCVS are eligible for the rates set forth in (F) following during the Service Period of this Option 62 and, when applicable, during the Extended Service Period or Second Extended Service Period of this Option 62. (N) (N) (N)

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21. Contract Tariffs (Cont'd)
21.63 Contract Tariff Option 62 (Cont'd)
(E) Terms and Conditions (Cont'd)
(2) Commitment Levels

(a) At the time of subscription to this Option 62, the Customer must select one of the following Commitment Levels for its Hi-Def DVTS, SCVS and BVS. The Commitment Level includes an aggregate revenue commitment that must be met in month 36 of the Service Period. The Customer may ramp up to its agreed-to Commitment Level, provided that minimum revenue thresholds, specified herein, are satisfied to ensure the Customer is progressing towards satisfying the entire commitment. On an annual basis, the Telephone Company will conduct a review to compare the aggregate revenue the Customer should have achieved in months 12, 24 and 36 of the Ramp-up Schedule for the selected Commitment Level (**Expected Revenue**) and the aggregate revenue the Customer actually achieved in such months (**Actual Revenue**). If the Customer extends the Service Period under (E)(8)(d) following, the Expected Revenue in month 36 of the Service Period is also the Expected Revenue during the entire three (3) year Extended Service Period and the entire three (3) year Second Extended Service Period with an annual review occurring in months 48, 60 and 72 of the Extended Service Period and in months 84, 96 and 108 of the Second Extended Service Period. The selected Commitment Level also determines the rates applicable to Hi-Def DVTS and SCVS during the Service Period and, when applicable, during the Extended Service Period and Second Extended Service Period. The Customer must choose one of the following Commitment Levels: (N)

(1) Level 1 Commitment
($26,460 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 8,820
Expected Revenue in month 24	$ 17,640
Expected Revenue in month 36	$ 26,460

(2) Level 2 Commitment
($117,600 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 39,200
Expected Revenue in month 24	$ 78,400
Expected Revenue in month 36	$117,600

(3) Level 3 Commitment
($205,800 in month 36 of the Service Period)

Ramp Up Schedule:

Expected Revenue in month 12	$ 68,600
Expected Revenue in month 24	$137,200
Expected Revenue in month 36	$205,800

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(2) Commitment Levels (Cont'd)

(b) The Customer may change to a higher Commitment Level on three (3) occasions during the period that the Customer is subscribed to this Option 62 as follows:

(1) Once during the Service Period; and

(2) at the time the Customer extends the Service Period under (E)(8)(d) following; and

(3) once during the Extended Service Period.

The discounted rates for the higher Commitment Level become effective with the first day of the bill period following the date that the Customer changes to a higher Commitment Level and continue for the remainder of the applicable Service Period or Extended Service Period. No retroactive adjustment will be made for the prior bill periods during which time the discounted rates for the lesser Commitment Level were in effect.

(c) The Customer may change to a lower Commitment Level at the time it requests to extend the Service Period under (E)(8)(d) preceding. The lower Commitment Level and associated rates shall commence on the first day of the Extended Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(3) Revenues Included in Calculating Aggregate Revenue

For purposes of determining whether the Customer has met the aggregate revenue commitment for month 36 and/or the Expected Revenue per the applicable Ramp-up Schedule, the Telephone Company shall include only monthly recurring charges (**MRCs**) for SCVS, Hi-Def DVTS and BVS of this tariff and, when applicable, of this tariff and FCC 11 which are paid in full by the Customer. The following types of charges shall not be included (list is illustrative and not intended to be a comprehensive listing of all other charges excluded): (x)

(a) Nonrecurring charges;

(b) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(c) Service or administrative fees or charges imposed by the Telephone Company (e.g., Interest penalty, late payment penalty);

(d) Any other charges which are not applied on a recurring monthly basis;

(e) Credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than Hi-Def DVTS, SCVS and BVS;

(f) Any debits or credits for Hi-Def DVTS, SCVS or BVS rendered prior to the Customer's subscription to this Option 62;

(g) Minimum period charges;

(h) Shortfall charges associated with not achieving the Expected Revenue per the applicable Ramp-up Schedule;

(i) Any Early Termination Charges as set forth in (E)(7) following; or

(j) Any monthly recurring charges for optional features and functions associated with SCVS; or

(k) Adjustments other than those explicitly relating to MRCs. (N)

(x) Issued under authority of Special Permission 10-006 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Annual Review

For each year of the Service Period, the Telephone Company will conduct an annual review per Customer to measure the Customer's compliance with the aggregate revenue commitment and associated Ramp-up Schedule. Such annual review will occur within ninety (90) calendar days of the last day of month 12, month 24 and month 36 of the Service Period.

If the Actual Revenue in month 12, 24, or 36 is equal to or greater than the Expected Revenue in month 12, 24 or 36, respectively, no action shall be taken.

If the Actual Revenue in month 12, 24 or 36 is less than the Expected Revenue in month 12, 24 or 36, respectively, a penalty applies as follows:

(a) For Year 1, the penalty for not achieving the Expected Revenue in month 12 is equal to (i) the Expected Revenue in month 12; minus (ii) the Actual Revenue in month 12; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 12 – Actual Revenue in month 12) x 6 months)].

(b) For Year 2, the penalty for not achieving the Expected Revenue in month 24 is equal to (i) the Expected Revenue in month 24; minus (ii) the Actual Revenue in month 24; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 24 – Actual Revenue in month 24) x 6 months)].

(c) For Year 3, the penalty for not achieving the Expected Revenue in month 36 is equal to (i) the Expected Revenue in month 36; minus (ii) the Actual Revenue in month 36; and (iii) the result multiplied by six (6) months [(Expected Revenue in month 36 – Actual Revenue in month 36) x 6 months)].

If the Customer extends the Service Period under (E)(8)(d) following, the Telephone Company will conduct an annual review per Customer to measure the Customer's compliance with the aggregate revenue commitment and associated Ramp-up Schedule for the selected Commitment Level for the Extended Service Period as set forth in (E)(8)(d) following. Such annual review will occur within ninety (90) calendar days of the last day of month 48, month 60 and month 72 of the Extended Service Period. The penalty that applies for not achieving the Expected Revenue in month 48, month 60 or month 72 of the Extended Service Period is the same penalty that applied for not achieving the Expected Revenue in month 36 of the Service Period, except that the Actual Revenue in month 48, month 60 or month 72, as applicable, is used in the calculation of the penalty. (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(4) Annual Review (Cont'd)

The rates for the selected Commitment Level set forth in (F) following apply during the entire Service Period and, when applicable, during the entire Extended Service Period regardless of whether or not the Customer achieves the Expected Revenue set forth in the applicable Ramp-up Schedule.

Illustrative Example:

Assume all of the following:

- The Customer selected the Level 2 Commitment Level at the time of subscription to this Option 62 with Expected Revenue of $39,200 in month 12 of the Service Period, $78.400 in month 24 of the Service Period, and $117,600 in month 36 of the Service Period.

- In month 12 of the Service Period, the Customer's Actual Revenue is $36,950 which is $2,250 short of the Expected Revenue in month 12 of the Service Period ($39,200 - $36,950 = $2,250 short of the Expected Revenue).

To calculate the penalty for Year 1 due from the Customer, multiply the shortage for Year 1 by 6 months ($2,250 x 6 = $13,500). The Telephone Company will apply the shortfall penalty to the Customer's bill no later than two (2) bill periods of completing the annual review.

The annual review is calculated per Customer using the Actual Revenue achieved by the Customer for Hi-Def DVTS, SCVS and BVS in months 12, 24 and 36 (and in months 48, 60 and 72 if the Service Period is extended under (E)(8)(d) following) under this tariff and, when applicable, under FCC 11. (N)(x)

(x) Issued under authority of Special Permission 10-006 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Application of Rates and Charges

The rate elements applicable to Hi-Def DVTS and SCVS during the Service Period and, when applicable, during the Extended Service Period of this Option 62 are as follows:

(a) Channel Termination Rate Element

The monthly recurring rates and nonrecurring charges for the Channel Termination rate element set forth in (F)(1) following apply in lieu of the SCVS Premises-to-Premises or Premises to Hub Channel Termination rates set forth in Section 7.5.5(D)(1) preceding as determined in accordance with Section 14.7 preceding, or in lieu of the Hi-Def DVTS Premises-to-Premises or Premises to Hub Channel Termination rates set forth in Section 7.5.5(E)(1) preceding as determined in accordance with Section 14.7 preceding. The Channel Termination rates set forth in (F)(1) following apply whether or not the Customer has achieved the Expected Revenue per the applicable Ramp-up Schedule.

(b) Channel Mileage Rate Element

(1) The monthly recurring rates for the Channel Mileage rate element set forth in (F)(2) following apply in lieu of the Channel Mileage rates for SCVS as set forth in Section 7.5.5(D)(2) preceding as determined in accordance with Section 14.7 preceding, or in lieu of the Hi-Def DVTS Channel Mileage rates set forth in Section 7.5.5(E)(2) preceding as determined in accordance with Section 14.7 preceding and consist of a fixed and per mile component.

(2) The fixed component applies for all mileage between the wire centers serving the locations involved when the distance is greater than zero (0) miles. The per mile component applies for each mile in excess of the first ten (10) miles.

(3) When the mileage calculation results in zero (0) miles of transport, fixed and per mile charges are not applicable.

The Channel Mileage rates set forth in (F)(2) following apply whether or not the Customer has achieved the Expected Revenue per the applicable Ramp-up Schedule. (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(5) Application of Rates and Charges (Cont'd)

(c) Optional Feature and Function Rate Elements

(1) When SCVS or Hi-Def DVTS are provided with the Advanced Video Switching optional feature, the rates and charges for such optional feature are the rates set forth in Section 7.5.5(C)(6) preceding as determined in accordance with Section 14.7 preceding.

(2) When SCVS or Hi-Def DVTS are provided with the Video Patch optional feature, the rates and charges for such optional feature are the rates set forth in Section 7.5.5(C)(3) preceding as determined in accordance with Section 14.7 preceding.

(d) Where suitable facilities are not available to provide Hi-Def DVTS or SCVS under this Option 62, Special Construction as set forth in Section 5.1.3 preceding may apply.

(6) Minimum Period

Hi-Def DVTS and SCVS that are included in this Option 62 are not subject to the minimum periods set forth in Sections 7.2.5(F)(4)(b) preceding and 7.2.5(E)(4)(b) preceding, respectively. However, each Hi-Def DVTS or SCVS that is subscribed to under this Option 62 is subject to an Early Termination Charge if such service is discontinued within six (6) months of the date that the service is included in this Option 62. Early Termination Charges are set forth in (7) following.

(7) Early Termination Charges

An Early Termination Charge applies for each Hi-Def DVTS or SCVS that is discontinued during the Service Period, Extended Service Period, or period of continuance under (E)(8) following, as applicable, prior to being included in this Option 62 for six (6) months. For example, if an SCVS is added to this Option 62 on July 1, 2010, the Customer would be subject to an Early Termination Charge if such service is disconnected prior to December 31, 2010. The Early Termination Charge applies as a flat charge per discontinued Hi-Def DVTS or SCVS and will not be pro-rated for the time that such Hi-Def DVTS or SCVS was actually in-service under this Option 62.

Service Type	Early Termination Charge	
Hi-Def DVTS	$500.00	
SCVS	$500.00	(N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period

Within ninety (90) calendar days of the expiration date of the Service Period for this Option 62, the Customer must choose one of the following options:

(a) discontinue service without termination liability, except that an Early Termination Charge as set forth in (E)(7) preceding applies to each Hi-Def DVTS or SCVS that is disconnected prior to being included in this Option 62 for six (6) months or more;

(b) select any then offered term plan or contract tariff option for which the Customer is eligible, subject to the terms and conditions of the such term plan or contract tariff option (including any termination liability and minimum period requirements, as applicable); or

(c) continue with one or more of the services that were subscribed to under this Option 62 at the rates set forth in (F) preceding for the Commitment Level that was in effect at expiration of the Service Period until such time as the Customer issues an order to either (i) disconnect a service; or (ii) make a change to the service, in which case the service involved will no longer be provided under this Option 62. The Customer may not add additional Hi-Def DVTS or SCVS to this Option 62 during the period of continuance. Early Termination charges as set forth in (E)(7) preceding apply if a Hi-Def DVTS or SCVS is discontinued prior to be included in this Option 62 for six (6) months. Annual Reviews are not applicable during this period of continuance; or (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(d) extend the expiration date of the Service Period of this Option 62 by thirty-six (36) months (**Extended Service Period**) in which case the following applies during the period of extension:

(1) The Customer must provide the Telephone Company with written notice of its election to extend the Service Period. An extension to the Service Period of this Option 62 is an automatic extension of the Service Period for Option 60 of FCC 11; and (x)

(2) the monthly recurring rates set forth in (F) following apply for during the Extended Service Period; and

(3) the Customer has the option to continue with the same Commitment Level that was in effect at expiration of the Service Period or to elect a different Commitment Level. For example, if Commitment Level 3 was in effect at expiration of the Service Period, the Customer may elect Commitment Level 3, Commitment Level 2 or Commitment Level 1 during the Extended Service Period; and (N)

(x) Issued under authority of Special Permission 10-006 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(d) (Cont'd)

(4) the Commitment Levels that apply during the Extended Service Period are as follows:

(a) Level 1 Commitment
($26,460 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$ 26,460
Expected Revenue in month 60	$ 26,460
Expected Revenue in month 72	$ 26,460

(b) Level 2 Commitment
($117,600 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$117,600
Expected Revenue in month 60	$117,600
Expected Revenue in month 72	$117,600

(c) Level 3 Commitment
($205,800 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 48	$205,800
Expected Revenue in month 60	$205,800
Expected Revenue in month 72	$205,800

(5) Upon expiration of the Extended Service Period, the Customer has the option to (i) disconnect service in accordance with (E)(8)(a) preceding; (ii) select any then offered term plan or contract tariff option in accordance with (E)(8)(b) preceding; (iii) extend the expiration date of the Extended Service Period of this Option 62 by thirty-six (36) months (Second Extended Service Period) in accordance with (E)(8)(f) following; or continue with the services in accordance with (E)(8)(c) preceding. In the event that the Customer does not make an election of (E)(8)(a) through (c) preceding or (E)(8)(f) following, the Customer's subscription to Option 62 is terminated and service will continue in accordance with (E)(8)(c) preceding. (N) | (N) | (N) (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(e) Upon expiration of the initial Service Period if the Customer does not make an election of (E)(8)(a) through (E)(8)(d) preceding, the Service Period of this Option 62 shall be extended in accordance (E)(8)(d) preceding. In this case, the Commitment Level that was in effect at expiration of the initial Service Period applies during the Extended Service Period. An extension of the Service Period of this Option 62 is an automatic extension of the Service Period of Option 60 of FCC 11. (N)(x)

(x) Issued under authority of Special Permission 10-006 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(f) Extend the expiration date of the Extended Service Period of this Option 62 by thirty-six (36) months (**Second Extended Service Period**) in which case the following applies during the period of the second extension:

(1) The Customer must provide the Telephone Company with written notice of its election to extend the Extended Service Period. An extension to the Extended Service Period of this Option 62 is an automatic extension of the Extended Service Period for Option 60 of FCC 11; and (x)

(2) the monthly recurring rates set forth in (F) following apply for during the Second Extended Service Period; and

(3) the Customer has the option to continue with the same Commitment Level that was in effect at expiration of the Extended Service Period or to elect a different Commitment Level. For example, if Commitment Level 3 was in effect at expiration of the Extended Service Period, the Customer may elect Commitment Level 3, Commitment Level 2 or Commitment Level 1 during the Second Extended Service Period; and (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(E) Terms and Conditions (Cont'd)

(8) Expiration of Service Period (Cont'd)

(f) (Cont'd)

(4) the Commitment Levels that apply during the Second Extended Service Period are as follows: (N)

(a) Level 1 Commitment
($26,460 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	$ 26,460
Expected Revenue in month 96	$ 26,460
Expected Revenue in month 108	$ 26,460

(b) Level 2 Commitment
($117,600 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	$117,600
Expected Revenue in month 96	$117,600
Expected Revenue in month 108	$117,600

(c) Level 3 Commitment
($205,800 during the Service Period)

Ramp Up Schedule:

Expected Revenue in month 84	$205,800
Expected Revenue in month 96	$205,800
Expected Revenue in month 108	$205,800

(5) Upon expiration of the Second Extended Service Period, the Customer has the option to (i) disconnect service in accordance with (E)(8)(a) preceding; or (ii) select any then offered term plan or contract tariff option in accordance with (E)(8)(b) preceding. In the event that the Customer does not make an election of (E)(8)(a) or (b) preceding, the Customer's subscription to Option 62 is terminated, and service will be converted to a Month-to-Month term and rated at the then prevailing rate for Month-to-Month service. (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd)

(E) Terms and Conditions (Cont'd)

(9) Cancellation of Subscription

(a) If the Customer cancels its subscription to this Option 62 at any time during the Service Period, Extended Service Period, or Second Extended Service Period, the following applies: (C)

(1) The terms and conditions and discounted rates applied under this Option 62 shall cease effective with the date of cancellation; and

(2) a cancellation charge equal to the number of whole months remaining in the Service Period or Extended Service Period, as applicable, multiplied by the cancellation fee for the Commitment Level in effect at the time of cancellation. The cancellation fee for each Commitment Levels is as follows:

Commitment Level	Cancellation Fee
Level 1	$ 6,615
Level 2	$29,400
Level 3	$51,540

As an illustrative example, assume the Customer subscribed to this Option 62 on April 1, 2010 and the Commitment Level at the time of cancellation is Commitment Level 1. Further assume the Customer cancels its subscription to this Option 62 on February 17, 2011 with twenty-five (25) months and eleven (11) days remaining in the Service Period (i.e., twenty-five (25) whole months remaining in the Service Period). The cancellation charge to the Customer is $165,375.00 ($6,615 x 25).

As another illustrative example, assume the Customer has completed its Service Period and Extended Service Period but failed to make an election upon expiration of the Extended Service Period as required under (E)(8)(d)(5) preceding. Since there are no whole months remaining in the Extended Service Period, the cancellation charge to the Customer is $0 ($6,615 x 0).

The cancellation charge is calculated per Customer using the cancellation fee set forth above. If the Customer also subscribes to Option 60 of FCC 11, only one such cancellation charge applies to cancel the Customer's subscription to both this Option 62 and Option 60 of FCC 11.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(9) Cancellation of Subscription (Cont'd)

(a) (Cont'd)

(3) For each Hi-Def DVTS and SCVS that has not been included in this Option 62 for six (6) months or more, Early Termination Charges as set forth in (E)(7) preceding apply.

(4) In the event that the Customer retains one or more of the Hi-Def DVTS and/or SCVS after cancellation of its subscription to this Option 62, service will continue at the month-to-month rates for such service as set forth in Sections 7.5.5(E) and/or 7.5.5(D) preceding, respectively, as determined in accordance with Section 14.7 preceding.

(b) Cancellation of the Customer's subscription to this Option 62 is an automatic cancellation of the Customer's subscription to Option 60 of FCC 11. (x)

(10) Modification of Contract Tariff Option

The Telephone Company may modify the terms and conditions of this Option 62 on an as-needed basis. If such modification results in an increase to the channel termination and/or channel mileage rates, as set forth in (F) following, the Customer is assessed for the services provided under this Option 62, or results in increased liabilities, fees, or other charges to the Customer for failure to comply with the terms and conditions of this Option 62 (collectively, a **substantial Customer-affecting change**), the Customer may, upon written notice to the Telephone Company within thirty (30) days of such substantial Customer-affecting change, cancel its subscription to this Option 62 without the application of (i) a Cancelation Fee as set forth in Option 61, Section 21.62(E)(9) preceding; or (ii) Early Termination charges as set forth in Option 61, Section 21.62(E)(7) preceding. The Customer's written notice of cancellation must include the manner in which the Customer will be billed for the services following cancellation of this Option 62 (e.g., month-to-month billing or term plan billing). The Customer is subject to all terms and conditions set forth in Section 7 preceding pertaining to the billing option selected (e.g., minimum period or termination liability). (N)

(x) Issued under authority of Special Permission 10-006 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(10) Sale or Transfer of Verizon Company Operating Telephone Company

If the Telephone Company sells or transfers all or a portion of the assets of a Verizon Issuing Carrier for an operating territory of this tariff as set forth in Section 14 preceding or for an operating territory set forth in Section 15 of FCC 11 (each a **Verizon Operating Company**) to an unaffiliated third party, or transfers all or a portion of the stock of a Verizon Operating Company to an unaffiliated third party, such transaction is considered a Transfer ("**Transfer**") for the purpose of administering the terms and conditions set forth herein. (x) (x)

If a Transfer occurs under this tariff or FCC 11, and such Transfer results in a decrease in the quantities of Hi-Def DTVS, SCVS and/or BVS that the Telephone Company provides to the Customer under this Option 62 and/or Option 60 of FCC 11, the annual review will be calculated under the following terms and conditions, in addition to any other terms and conditions set forth in this tariff or FCC 11, as applicable. (x) (x) (x)

(a) The Expected Revenue per the Commitment Level Ramp-up Schedule for the Service Period set forth in (E)(2)(a) preceding or per the Commitment Level Ramp-up Schedule for the Extended Service Period as set forth in (E)(8)(d)(4) preceding, as applicable, shall be reduced for each remaining year of the Service Period or Extended Service Period, as applicable, by an amount equal to the actual revenue per Hi-Def DVTS, SCVS and BVS that the Verizon Operating Company no longer provides to the Customer as a result of such Transfer.

(b) As an illustrative example, assume in year 2 of the Service Period, the Customer's Commitment Level at the time of the Transfer is a Level 2 commitment. Further assume that three (3) SCVS are acquired by the unaffiliated third party and that the actual revenue per SCVS as measured at the time of the Transfer is $781.25 per month. Based on the above, the Telephone Company will reduce the Customer's Expected Revenue in month 24 and in month 36 as follows:

For month 24, the Expected Revenue is reduced to $76,056 [$78,400 – ($781.25 x 3) = $76,056.25 and rounded down to $76,056].

For month 36, the Expected Revenue is reduced to $134,856 [$137,200 - ($781.25 x 3) = $134,856.25 and rounded down to $134,856]. (N)

(x) Issued under authority of Special Permission 10-006 of the Federal Communication Commission.

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(11) Termination of Subscription Period by the Telephone Company

At any time during the Subscription Period specified in (B)(1) preceding, the Telephone Company may terminate the ability for new Customers to subscribe to this Option 62 by filing a revision to (B)(1) preceding that changes the expiration date of the Subscription Period from December 31, 2011 to the date that the Telephone Company will no longer allow new subscriptions to this Option 62. Customers who are already subscribed to this Option 62 as of the new expiration date shall continue with their subscription through the end of the Service Period, or Extended Service Period, as applicable with no change in the terms or conditions set forth herein.

(12) Customer Affiliates

(a) At the time of subscription to this Option 62, the Customer must provide a list of its Affiliates in accordance with (E)(1) preceding that the Customer wants to include in its subscription to this Option 62 and, when applicable, Option 60 of FCC 11. (x)

(b) The Customer may include an additional Affiliate(s) in it's subscription to this Option 62 and, when applicable, Option 60 of FCC 11 at any time during the Service Period or Extended Service Period subject to the following: (x)

(1) The Customer must provide written notice to the Telephone Company of any Affiliate(s) it wishes to include in this Option 62 and, when applicable, Option 60 of FCC 11; and (x)

(2) all of the Affiliate's Hi-Def DVTS and SCVS will be included in this Option 62 and, when applicable, Option 60 of FCC 11, except for those Hi-Def DVTS and SCVS which the customer specifies, by circuit identification number, are to be excluded from this Option 62 and, when applicable, Option 60 of FCC 11. (x) The services which can be included are set forth in (E)(1) preceding. (x)

(2) all of the Affiliates Hi-Def DVTS and SCVS that the Customer subscribes to this Option 62 and, when applicable, Option 60 of FCC 11, and all of the (x) Affiliates BVS purchased under this tariff and FCC 11 (x) will be included in the Customer's aggregate revenue commitment and associated Ramp-up Schedule for the balance of the Service Period and, when applicable, the Extended Service Period unless otherwise removed under (c) following. (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(E) Terms and Conditions (Cont'd)

(12) Customer Affiliates (Cont'd)

(c) The Customer may remove (disconnect or unsubscribe) an Affiliate(s) Hi-Def DVTS and SCVS that is subscribed to under this Option 62 and, when applicable, Option 60 of FCC 11 at any time during the Service Period or Extended Service Period subject to the following: (x) (x)

(1) The Customer must provide written notice to the Telephone Company of any Affiliate's Hi-Def DVTS or SCVS it wishes to unsubscribe from this Option 62 and, when applicable, Option 60 of FCC 11; and (x)

(2) An Early Termination Charge as set forth in (E)(7) preceding applies for each Hi-Def DVTS or SCVS that is discontinued or unsubscribed prior to being included in this Option 62 or, when applicable, Option 60 of FCC 11 for six (6) months; and (x) (x)

(3) if the Hi-Def DVTS or SCVS is unsubscribed (i.e., not disconnected), the Hi-Def DVTS or SCVS will continue under the month-to-month rates, terms and conditions set forth in Section 7.2.5(F) and (E) preceding, respectively, or Section 30.7.16 and 31.7.16 of FCC 11, respectively. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(F) Rates and Charges

The following rates and charges apply during the Service Period and, when applicable, during the Extended Service Period of this Option 62. Such rates apply whether or not the Customer achieves the Expected Revenue set forth in the Ramp-up Schedule for the Service Period or Extended Service Period, as applicable.

(1) Channel Terminations

	Monthly Rate	Nonrecurring Charge
- Hi-Def DVTS, Premises-to-Premises per point of termination (one-way only)		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- Hi-Def DVTS, Premises to Hub per point of termination (one-way only)		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- SCVS, Premises-to-Premises, per point of termination (one-way only)	,	
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None
- SCVS Premises to Hub, per point of termination		
Level 1 Commitment	$441.00	None
Level 2 Commitment	$392.00	None
Level 3 Commitment	$343.00	None (N)

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21. Contract Tariffs (Cont'd)

21.63 Contract Tariff Option 62 (Cont'd) (N)

(F) Rates and Charges (Cont'd)

(2) Channel Mileage

	Monthly Rate
- Hi-Def DVTS or SCVS	
- Fixed	
Level 1 Commitment	$ 90.00
Level 2 Commitment	$ 80.00
Level 3 Commitment	$ 70.00
- Per mile over 10 miles	
Level 1 Commitment	$ 99.00
Level 2 Commitment	$ 88.00
Level 3 Commitment	$ 77.00

(2) Optional Features and Functions — Rates and charges are set forth in Sections 7.5.5(C) preceding (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (N)

(A) Scope

Contract Tariff Option 63 (**Option 63**) provides Billing Credits on certain Special Access Services. In this Option 63, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

(B) Specific Terms

Unless otherwise defined in this Section 21.64, the following terms are used in this Option 63:

(1) **Alternative Tariff Arrangement** shall mean, collectively, any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (ICB) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the services covered by this Option 63.

(2) **BANs** shall mean Billing Account Numbers of customer that shall be used to provide the Billing Credits (if any) to customer.

(3) **Billed DS1 Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which a DS1 Channel Termination, a DS1 Special Access Line, or a DS1 Circuit Termination (each as defined in Section 21.64(B)(10) following), was billed to the customer for that month as an MRC at a rate set forth in a tariff listed in Section 21.64(E) following.

(4) **Billed DS3 Unit** shall mean, with respect to each month during the Service Period, a DS3 Unit for which a DS3 Channel Termination, a DS3 Special Access Line, or a DS3 Circuit Termination (each as defined in Section 21.64(B)(11) following) was billed to the customer for that month as an MRC at a rate set forth in a tariff listed in Section 21.64(E) following.

(5) **Billed FMS Revenue** shall mean the MRC amounts that were paid in full by the customer for Special Access Facilities Management Service (**FMS**) as set forth in Section 7.2.13 preceding and in Tariff FCC No. 11, Section 7.2.16. (x)

(6) **Billed Qualifying DS1 Service Revenue** shall mean the MRC amounts for the DS1 Qualifying Services for the applicable Quarter that were paid in full by the customer and as more fully described in Section 21.64(F) following. (N)

(x) Issued under authority of Special Permission No. 12-035 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(7) **Billed Qualifying DS3 Service Revenue** shall mean the MRC amounts for the DS3 Qualifying Services for the applicable Quarter that were paid in full by the customer and as more fully described in Section 21.64(F) following.

(8) **Billed Qualifying Service Revenue** shall mean each of the Billed Qualifying DS1 Service Revenue, Billed Qualifying DS3 Service Revenue, and Billed FMS Revenue.

(9) **Billing Credit** shall mean the Billing Credit provided to customer quarterly on its monthly bill after the end of each Quarter during each Plan Year of the Service Period. Calculation of the applicable Billing Credits is described in Section 21.64(G)(2) following.

(10) **DS1 Unit** shall mean DS1 capacity (i.e., 1.544 Mbps) Qualifying Services that meets one of the following definitions: (i) a DS1 Channel Termination as defined in Section 7.1.2(A) preceding of this tariff, (ii) a DS1 Channel Termination as defined in Tariff FCC No. 11, Section 7.1.2(A), (iii) a DS1 Special Access Line as defined in Tariff FCC No. 14, Section 5.1.1(C), and (iv) a DS1 Circuit Termination as defined in Tariff FCC No. 16, Section 7.2.1(A). Where the calculation of DS1 Units results in a fraction of a DS1 Unit, such fractions are not counted as a DS1 Unit. (x) (x)

(11) **DS3 Unit** shall mean DS3 capacity (i.e., 44.736 Mbps) Qualifying Services that meets one of the following definitions: (i) a DS3 Channel Termination as defined in Section 7.1.2(A) preceding of this tariff, (ii) a DS3 Channel Termination as defined in Tariff FCC No. 11, Section 7.1.2(A), (iii) a DS3 Special Access Line as defined in Tariff FCC No. 14, Section 5.1.1(C), and (iv) a DS3 Circuit Termination as defined in Tariff FCC No. 16, Section 7.2.1(A). Where the calculation of DS3 Units results in a fraction of a DS3 Unit, such fractions are not counted as a DS3 Unit. (x) (x)

(12) **Minimum Billed DS1 Units** shall have the meaning set forth in Section 21.64(G)(1) following.

(13) **Minimum Billed DS3 Units** shall have the meaning set forth in Section 21.64(G)(1) following.

(14) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on December 1, 20122 and end on November 30, 2013; (2) Plan Year 2 shall commence on December 1, 20123 and end on November 30, 2014; and (3) Plan Year 3 shall commence on December 1, 20124 and end on November 30, 2015. (N)

(x) Issued under authority of Special Permission No. 12-035 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd) (N)
21.64 Contract Tariff Option 63 (Cont'd) |
(B) Specific Terms (Cont'd) |

(15) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter of each Plan Year is the period beginning with the first day of the applicable Plan Year and ending on the last calendar day of the month two (2) months after the month in which the first day occurs (i.e., approximately ninety (90) days thereafter), except for the first Quarter of Plan Year 1 which shall commence on December 1, 20122 and end on February 28, 2013; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the month two (2) months after the month in which the first day occurs (i.e., approximately ninety (90) days thereafter). |

(C) Eligibility |

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credit as set forth in Section 21.64(G) following and other benefits of this Option 63. |

(1) During the twelve (12) month period ending on July 31, 2012, the customer must have achieved a minimum of Two Hundred Fifty Million Dollars ($250M) in Billed Qualifying Service Revenue (as defined in Section 21.64(F) following) purchased by the customer from the Telephone Company. |

(2) During the twelve (12) month period ending on July 31, 2012, the customer must have been continuously subscribed to Telephone Company Facilities Management Service. |

(3) As of the Effective Date, the customer must have at least Twenty-Five Thousand (25,000) Billed DS1 Units at locations other than Commercial Mobile Radio Service (**CMRS**) cell sites. |

(4) Other than tariff arrangements that are in effect and subscribed to by the customer as of the Effective Date, the customer may not concurrently subscribe to any new Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon achievement of revenue or volume targets/levels for the Qualifying Services. If the customer wishes to subscribe to a new Alternative Tariff Arrangement, then the customer shall not receive any Billing Credits under this Option 63, and such subscription shall be considered a termination by the customer of this Option 63, subject to Section (K) following. For clarification purposes, this Section (C)(4) shall not apply and this Option 63 shall not be terminated under the following conditions: (i) the customer renews expiring Commitment Discount Plan, Term Payment Plan, or Term Volume Plan on the exact same terms and conditions as the expiring plan; or (ii) the customer replaces an existing Commitment Discount Plan, Term Pricing Plan, or Term Volume Plan with a similar plan or with a similar service from the Telephone Company on terms and conditions (including rates) as agreed to by the parties. By way of example, both parties would need to agree to the replacement of an expiring plan if different service terms under the expiring plan are selected by the customer; and/or (N)

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21. Contract Tariffs (Cont'd)
21.64 Contract Tariff Option 63 (Cont'd)

(C) Eligibility (Cont'd) (N)

(4) (Cont'd)

(iii) The customer replaces its existing Special Access Facilities Management Service with a similar service from the Telephone Company on terms and conditions (including rates) as agreed to by the parties.

(5) The customer must subscribe to this Option 63 in a manner designated by the Telephone Company during the thirty (30) day period beginning December 1, 20122 and ending December 31, 2012. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 63. Subscription to this Option 63 shall be an automatic subscription to Option 62 of Tariff FCC No. 11 and Option 32 of Tariff FCC No. 14. (x) (x)

(6) The customer must subscribe to this Contract Tariff Option 63 for a period beginning on December 1, 20122 and ending on November 30, 2015.

(D) Serving Area

The serving area of Contract Tariff Option 63 is comprised of the Phase I and Phase II MSAs under this tariff and of those specified in the Telephone Company's Tariff FCC No. 11 and Tariff FCC No. 14. (x) Wire centers for the Phase II MSAs specified in this tariff are listed in Section 14.7 preceding. Any additions of, or changes to, Telephone Company MSAs (including changes to wire centers or Level1/Level 2 pricing status as described in Section 14.7 preceding of this tariff) that occur during the Service Period of this Option 63 will apply. No Billing Credits will be provided in the operating territories of Tariff FCC No. 16. (x)

(E) Qualifying Services

(1) Qualifying Services will be comprised of the following services purchased by the customer during the Service Period:

- Special Access DS1 and DS3 Services set forth in this tariff (Sections 7.2.9, 7.5.9, and 25), the Telephone Company's Tariff FCC No. 11 (Sections 7.2.9, 25, 30.7.9 and 31.7.9), the Telephone Company's Tariff FCC No. 14 (Sections 5.3.6, 5.6.14, 5.6.19, 5.7.18 and 5.7.22), and the Telephone Company's Tariff FCC No. 16 (Section 7.2.1(G) and 7.11.1) (x) (x)

- Special Access Facilities Management Service DS1 (only bandwidth of 1.544 Mbps) and DS3 (only bandwidth of 44.736 Mbps) set forth in this tariff (Sections 7.2.13 and 7.5.18) and the Telephone Company's Tariff FCC No. 11 (Sections 7.2.16, 30.7.18 and 31.7.18) (x) (x)

(2) Rate elements for MetroLAN services (as set forth in Tariff FCC No. 14 and Tariff FCC No. 16) will not be included. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(E) Qualifying Services (Cont'd)

(3) All other services purchased by the customer from the Telephone Company or any affiliate of the Telephone Company and not listed in (E)(1) preceding shall not be eligible for inclusion as Qualifying Services under Option 63.

(F) Revenues Included in Calculation of Billed Qualifying Service Revenues

(1) The customer's Billed Qualifying Service Revenues shall include **only** the MRC amounts that are paid in full by the customer.

(a) For purposes of this Option 63, **MRCs** shall mean the revenues from the billed monthly recurring charges, net of any discounts given under existing pricing plans, if applicable, for the Qualifying Services billed during the Service Period, and excluding Disputed Charges; provided however, that certain minimum period charges and early termination charges (as specifically described in Sections 7.2.13(F), 7.4.13(D), 25.1.9, and 25.1.10 in this tariff; Sections 7.2.16(G)(3), 7.4.10(C), (x)
25.1.11 and 25.1.12 in Tariff FCC No. 11; Sections 3.2.4, (x)
5.6.14(O), 5.6.19(K) and 5.6.19(M) in Tariff FCC No. 14; and (x)
Sections 7.2.2 and 7.2.6(E) in Tariff FCC No. 16 based solely on (x)
unpaid MRCs shall be included as MRCs solely in each of the months included in the calculation of the minimum period charges and/or early termination charges in an amount equal to such charges.

(b) For purposes of this Option 63, **Disputed Charges** shall mean MRCs for the Qualifying Services billed during the Service Period, which amounts have been disputed by the customer and have been paid in full by the customer, as of the bill due date in accordance with Section 21.64(H) following. Amounts that have not been paid in full, as of the bill due date (regardless of whether or not such amounts are under dispute by the customer), shall not be included in Billed Qualifying Service Revenues.

(c) For purposes of this Option 63, "paid in full" shall mean that the customer has paid the billed amount without any offsets or reductions from the billed amount, in accordance with the terms (x)
of this tariff, Tariff FCC No. 11, Tariff FCC No. 14 or Tariff (x)
FCC No. 16, as applicable. For avoidance of doubt, in the event that the customer disputes some but not all charges on an invoice, the charges that are not disputed shall, upon payment thereof, be considered "paid in full" for purposes of this (N)
Option 63.

(x) Issued under authority of Special Permission No. 12-035 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(F) Revenues Included in Calculation of Billed Qualifying Service Revenues (Cont'd)

(2) Revenue Not Included in Calculation of Billed Qualifying Service Revenues.

Billed Qualifying Service Revenues do not include any revenues other than the revenues as set forth in (F)(1) preceding, and the following types of charges are not included:

(a) non-recurring charges;
(b) surcharges;
(c) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g. Federal Universal Service Fund);
(d) service or administrative fees or charges imposed by the Telephone Company (e.g. Interest penalty, late payment penalty);
(e) except for minimum period or early termination charges as specified in Section (F)(1)(a) preceding, any other charges which are not applied on a monthly recurring basis;
(f) credits or adjustments provided by the Telephone Company that apply to any period other than the Service Period and to any services other than the Qualifying Services;
(g) any debits or credits for Qualifying Services rendered in prior Quarters or periods prior to the Effective Date;
(h) fractional debit or credit amounts;
(i) shortfall or overage charges associated with term plan true-ups;
(j) minimum period charges other than as set forth in Section (F)(1)(a) preceding;
(k) any Disputed Charges;
(l) termination liabilities other than as set forth in Section (F)(1)(a) preceding; or
(m) Billing Credits/adjustments.

As an example of inclusion of minimum period and termination liability as an MRC, if a Qualifying Service with a three (3) year term commitment commencing on the Effective Date has a $200 MRC, and a minimum period charge of 100% for the first year of the commitment period and 25% for the balance of the commitment period is terminated at the end of month eleven (11) of the first year of the commitment period/Plan Year 1, for purposes of calculating the Billed Qualifying Service Revenues, and provided such amounts are billed and paid, $200 shall be included as an MRC in respect of month twelve (12) of Plan Year 1 and $50 shall be included as an MRC for each of the months for Plan Years 2 and 3 as if paid in such months. (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(G) Billing Credit

(1) Conditions Precedent to Billing Credit

In order to receive the applicable Billing Credit (as set forth in Section (G)(2) following) in any given month of the Service Period, the customer must meet the following criteria:

(a) Customer must maintain Minimum Billed DS1 Units of at least 14,000; and
(b) Customer must maintain Minimum Billed DS3 Units of at least 400; and
(c) Customer must maintain Billed Qualifying Service Revenues of at least $4M.

(2) Calculation of Billing Credit

Subject to the terms of this Option 63, including the requirement to maintain the Minimum Billed DS1 Units, Minimum Billed DS3 Units, and Billed Qualifying Service Revenues as set forth in Section (G)(1) preceding, the Telephone Company will provide a monthly Billing Credit of $669,000. If the customer fails to meet any of the requirements in Section (G)(1) preceding for any given month of the Service Period, the Billing Credit for that month shall be $0.

(3) Payment of Billing Credit

If the customer is eligible for a Billing Credit as set forth in this Option 63, then no later than the sixtieth (60th) calendar day following the end of each Quarter during each Plan Year during the Service Period, the Telephone Company shall calculate the aggregate Billing Credit earned for the previous Quarter and, subject to the terms of this Option 63, credit the customer's BANs on the next billing cycle after the sixty (60) calendar day calculation period provided there are at least ten (10) business days before the close of the next billing cycle. If there are not at least ten (10) business days before the close of the next billing cycle, such credit shall be applied in the following billing cycle. The Billing Credit will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable law. (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(H) Disputes, Releases and Waivers

(1) For the purpose of calculating the Billed Qualifying Service Revenues, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any periods prior to the Effective Date (regardless of whether such credits or debits were the result of a valid dispute by the customer or were the result of a billing error by the Telephone Company).

(2) With respect to any dispute for Billed Qualifying Service Revenues, the customer must provide sufficient claim detail to enable the Telephone Company to appropriately assess the dispute, including but not limited to, the Billing Account Number (BAN), circuit ID, USOC detail, amount in dispute, appropriate tariff references, and a full explanation regarding why the customer believes it was billed in error.

(3) The customer agrees to undertake a good faith effort to review, within thirty (30) calendar days of receipt, each bill received from the Telephone Company that includes amounts to be included in the Billed Qualifying Service Revenues, and at such time that the customer determines there is a dispute to promptly raise the dispute(s) with the Telephone Company. The customer is not obligated or required to raise billing disputes within thirty (30) calendar days of receipt of a bill.

(4) Upon resolution of any Disputed Charges, or disputes raised after the issuance of the Billing Credit in respect of amounts included in the Billed Qualifying Service Revenues, amounts may be credited to the customer if the customer prevails, however notwithstanding anything to the contrary herein, there shall be no adjustment to the Billing Credit or the Billed Qualifying Service Revenues calculated preceding, and the same shall apply regardless of the outcome of any Disputed Charges.

(5) There will not be any adjustment to the Billing Credit or the Billed Qualifying Service Revenues if the Telephone Company bills amounts after the determination of the Billing Credit that would have otherwise been included in the Billed Qualifying Service Revenues calculated preceding.

(6) The Billing Credit (as determined by the Telephone Company and agreed to by the customer) is not subject to dispute, except that the customer may dispute the Billing Credit only if the Billing Credit applied by the Telephone Company does not conform with the Billing Credits set forth in Section (G).

(7) The amount of the Billing Credits shall not be subject to any late payment interest or penalty as set forth in Section 2. (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(I) Mergers and Acquisitions of the Customer

In the event that after the date of subscription to this Option 63, the customer merges with another company, acquires a company or a portion of the business of another company, or is acquired in whole or in part by another company, the following terms and conditions will apply in addition to any other terms and conditions set forth in this tariff, in Tariff FCC No. 11 and in Tariff FCC No. 14. (x) (x)

(1) The customer may not combine or include any DS1 units, DS3 units, or revenues from the merged, acquiring, or acquired company, or assets of such merged, acquiring, or acquired company in the calculation of Minimum Billed DS1 Units, Minimum Billed DS3 Units, or Billed Qualifying Service Revenues, respectively.

(2) The customer's Billed Qualifying Service Revenues shall be calculated based on its business and revenues with the Telephone Company using the customer ACNAs included with the customer's subscription to this Option 63 under Section 21.64(C)(6) preceding, without adding the revenues and/or ACNAs attributable to expansion of the customer's purchase of Services from the Telephone Company through merger, transfer, assignment, or acquisition.

(3) If applicable, the customer agrees to reimburse the Telephone Company for any Billing Credits received by the customer for any month in which a violation of the provisions of this Section (I) occurred. Further, if the customer intentionally and willfully violates the provisions of this Section (I), the Telephone Company reserves the right to not provide any Billing Credits for a period not to exceed three (3) months following the month in which the customer is no longer violating the provisions of this Section (I).

(4) The customer will provide timely notice to the Telephone Company of any anticipated customer merger, transfer, assignment or acquisition so that each of the customer and the Telephone Company can assess their respective rights and responsibilities under this Option 63. The Telephone Company recognizes that the customer requires the flexibility to manage its business in the manner that it sees fit, including ordering Qualifying Services under the appropriate ACNAs consistent with the manner in which it desires to manage its business. Notwithstanding the manner in which the customer orders Qualifying Services, the customer and the Telephone Company have agreed to the terms set forth in (I)(1) and (I)(2) of this Section (I) for purposes of determining the Minimum Billed DS1 Units, Minimum Billed DS3 Units, and Billed Qualifying Service Revenues for each Plan Year after the customer merges with another company, acquires a company or a portion of the business of another company, or is (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(I) Mergers and Acquisitions of the Customer (Cont'd)

(4) (Cont'd)

acquired in whole or in part by another company. The customer and the Telephone Company may mutually agree to modify the customer's subscription to the Option 63 to include one or more of the ACNAs and related revenue attributable to expansion of the customer's purchase of Services from the Telephone Company as a result of a customer merger, transfer, assignment, or acquisition, with both parties taking into consideration whether such revenues represent new and unanticipated, or existing, revenues to the Telephone Company; provided, however, that if the customer and the Telephone Company do not mutually agree on any such modifications, the terms and conditions of this Section (I) shall apply in all respects and the customer shall use commercially reasonable efforts to provide the Telephone Company the necessary information to calculate the Minimum Billed DS1 Units, Minimum Billed DS3 Units, and Billed Qualifying Service Revenues consistent with this Section (I).

(x)

(J) Sale of Verizon Operating Telephone Company (x)

If some or all of the assets or stock of a Verizon Operating Telephone Company of this tariff, Tariff FCC No. 11, Tariff FCC No. 14, or Tariff FCC No. 16 (**Acquired VZ Telco**) are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the Minimum Billed DS1 Units, Minimum Billed DS3 Units, Billed Qualifying Service Revenues, and the related Billing Credits.

As an illustrative example, assume that Verizon New York Inc. is sold. Further assume that the customer's Billed Qualifying Service Revenues in the Verizon New York Inc. operating territory are $1M and that the customer's overall total Billed Qualifying Service Revenues are $10M.

To determine the percentage by which the Telephone Company will proportionally adjust the Minimum Billed DS1 Units, Minimum Billed DS3 Units, Billed Qualifying Service Revenues, and the related Billing Credits, divide the Verizon New York Inc. Billed Qualifying Service Revenues by the overall total Billed Qualifying Service Revenues. The result in this example is 10%. (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(J) Sale of Verizon Operating Telephone Company (Cont'd)

Based on the previous assumptions:

	Minimum Billed DS1 Units	**Minimum Billed DS3 Units**	**Billed Qualifying Service Revenues**	**Monthly Billing Credits**
1. Ratio of Verizon NY to Total VZ Billed Qualifying Service Revenues	10%	10%	10%	10%
2. Minimum Units/Revenues/ Credit Before Sale of Verizon NY	14,000	400	$4M	$669,000
3. Adjustment Factor (100% – Line 1)	90%	90%	90%	90%
4. Minimum Units/Revenues/ Credit After Sale of Verizon NY (Line 3 * Line 2)	12,600	360	$3.6M	$602,100

(K) Termination of Plan

Subject to the terms set forth in this Section (K), the customer may terminate its subscription to this Option 63 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) calendar days prior to the requested date of termination of its subscription to this Option 63. Termination of this Option 63 shall be deemed to be an automatic termination of Option 62 of Tariff FCC No. 11 and Option 32 of Tariff FCC No. 14. If the customer terminates its subscription to this Option 63, and/or Option 62 of Tariff FCC No. 11 and/or Option 32 of Tariff FCC No. 14 at any time during the Service Period, the customer will not be entitled to the payment of any additional Billing Credits, pro rated or otherwise, after receipt of notice of termination. (x) (x) (x) (x)

If the customer terminates a Qualifying Service(s) during the Service Period, minimum period and termination liability charges shall apply in accordance with the applicable term plan under which such Qualifying Service(s) is being billed. (N)

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21. Contract Tariffs (Cont'd)

21.64 Contract Tariff Option 63 (Cont'd) (N)

(L) Termination for Cause

The Telephone Company shall be entitled to terminate this Option 63, Option 62 of Tariff FCC No. 11 and Option 32 of Tariff FCC No. 14 should the customer fail to achieve any of the Minimum Billed DS1 Units, the Minimum Billed DS3 Units, or the Billed Qualifying Service Revenues (as defined in Section 21.64(G)(1) preceding) for six (6) consecutive months. For avoidance of doubt, failure to achieve all of the criteria described in Section 21.64(G)(1) preceding for six (6) consecutive months, regardless of which specific criteria is missed in each of the six (6) consecutive months, shall trigger the provisions of this Section (L). The Telephone Company shall provide notice of its termination of Option 63, Option 62 of Tariff FCC No. 11 and Option 32 of Tariff FCC No. 14 by no later than ninety (90) days after the end of the 6 consecutive month period. If the Telephone Company terminates Option 63, Option 62 of Tariff FCC No. 11 and Option 32 of Tariff FCC No. 14 as a result of the customer's failure to achieve any of the criteria in any Plan Year, the customer shall be entitled to all applicable Billing Credits up to the date of termination, but will not be eligible for any additional Billing Credits. (x) (x) (x) (x) (N)

(x) Issued under authority of Special Permission No. 12-035 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (N)

(A) Scope

Contract Tariff Option 64 (**Option 64**) provides Billing Credits on certain services.

(B) Specific Terms

Unless otherwise defined in this Section 21.65, the following terms are used in this Option 64:

(1) **Affiliate** shall mean an individual, partnership, association, joint-stock company, trust, or corporation that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, Customer. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

(2) **Baseline DS1 Average Mileage** shall mean DS1 Average Mileage of 4.8 miles.

(3) **Baseline DS1 Billed Units** shall mean (i) for the first Quarter of the Service Period, DS1 Billed Units in a minimum total amount of forty-eight thousand four hundred (48,400), and (ii) for all other Quarters during the Service Period, DS1 Billed Units in a minimum total amount of one hundred forty-one thousand five hundred (141,500).

(4) **Billing Credits** shall mean, collectively, the Price Flex Base Credit, the SPA DS1 Flat Rate Credit, the TDM Shortfall Credit, and the One-Time DS1 Performance Credit.

(5) **Disputed Charges** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by Customer.

(6) **DS1 Average Mileage** shall mean the total DS1 Mileage billed to Customer for a given time period divided by the DS1 Billed Units with charges for DS1 Mileage for that same time period.

(7) **DS1 Billed Revenues** shall mean Qualifying Monthly Recurring Charges billed to Customer, under the ACNAs included with the Customer's subscription to this Option 64 for Special Access DS1 Services of 1.544 Mbps bandwidth as described in Section 7.2.9 of this tariff, Section 7.2.9 of Telephone Company FCC Tariff No. 11 (x)
(**FCC 11**), Section 5.3.6 of Telephone Company FCC Tariff No. 14 (x)
(**FCC 14**), and Section 7.11.1 of Telephone Company FCC Tariff No. (x)
16 (**FCC 16**) with respect to a particular time period for purposes (x)
of determining whether Customer qualified for a Price Flex Base Credit and calculating any such credit earned and for purposes of calculating any SPA DS1 Flat Rate Credit that Customer may earn. (N)

(x) Issued under authority of Special Permission No. 13-002 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(8) **DS1 Billed Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges to Customer under the ACNAs included with the Customer's subscription to this Option 64 for that month.

(9) **DS1 Mileage** shall mean the channel mileage for DS1 Services (as described in Section 7.1.2(B) of this tariff and Section 7.1.2(B) of FCC 11), special transport for DS1 Services (as described in Section 5.1.1(B) of FCC 14), and circuit mileage for DS1 Services (as described in Section 7.2.1(B) of FCC 16). (x) (x) (x) (x)

(10) **DS1 Unit** shall mean Special Access DS1 Services that meet the following definitions: (i) a DS1 "Channel Termination" as defined in Section 7.1.2(A) of this tariff, (ii) a DS1 "Channel Termination" as defined in FCC 11, Section 7.1.2(A), (iii) a DS1 "Special Access Line" as defined in FCC 14, Section 5.1.1(C), (iv) a DS1 "Circuit Termination" as defined in FCC 16, Section 7.2.1(A), (v) a DS1 to Voice "Central Office Multiplexing" as defined in Section 7.2.9(D)(3)(c) of this tariff, (vi) a DS1 to Voice "Central Office Multiplexing BSE" as defined in FCC 11, Section 7.2.9(D)(3)(c) and (d), (vii) a DS1 to Voice "Multiplexing Arrangement" as defined in FCC 14, Section 5.5(D), and (viii) a DS1 to Voice "Central Office Multiplexing" as defined in FCC 16, Section 7.11.4(3)(e). (x) (x) (x) (x) (x) (x) (x) (x)

(11) **Effective Date** and the start of the Service Period shall be the first day of the calendar month following February 28, 2013.

(12) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on the Effective Date and end on June 30, 2013; (2) Plan Year 2 shall commence on July 1, 2013 and end on June 30, 2014; (3) Plan Year 3 shall commence on July 1, 2014 and end on June 30, 2015; (4) Plan Year 4 shall commence on July 1, 2015 and end on June 30, 2016; and (5) Plan Year 5 shall begin on July 1, 2016 and end on June 30, 2017.

(13) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately 90 days thereafter), except for Quarter 1 of Plan Year 1 which shall commence on the Effective Date and end on March 31, 2013; or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(14) **Qualifying TDM Base Credit Revenues** shall mean Qualifying Monthly Recurring Charges, as defined in Section (F) following, billed to Customer under the ACNAs provided to the Telephone Company under Section (C) following, for Qualifying TDM Base Credit Services under this tariff and FCC 11, FCC 14 and FCC 16, with respect to a particular time period for purposes of determining whether Customer qualifies for the Price Flex Base Credit and calculating any such credit earned. (x)

(15) **Qualifying TDM Base Credit Services** shall mean Special Access Voice Grade Services, Special Access DDS Services, Special Access DS1 Services, Special Access DS3 Services, and SwA Direct Trunked Transport Services.

(16) **Service Period** shall have the meaning set forth in Section (D) following.

(17) **Special Access Voice Grade Services** shall mean Voice Grade Services as described in Section 7.2.3 of this tariff, Section 7.2.3 of FCC 11, Section 5.2.1 of FCC 14 and Section 7.5 of FCC 16. (x) (x)

(18) **Special Access DDS Services** shall mean Digital Data Services as described in Section 7.2.8 of this tariff, Sections 7.2.8 and 7.2.11 of FCC 11, Section 5.2.9 of FCC 14, and Section 7.10 of FCC 16. (x) (x) (x)

(19) **Special Access DS1 Services** shall mean DS1 Services of 1.544 Mbps bandwidth, as described in Section 7.2.9 of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16. (x) (x)

(20) **Special Access DS3 Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16. (x) (x)

(21) **SwA Direct Trunked Transport Services** shall mean transport services as described in Section 6.1.2(A)(2) of this tariff, Section 6.1.3(A) of FCC 11, Section 4.2.3(C) of FCC 14, and Section 6.5.2(C) of FCC 16. (x) (N) (x)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(C) Eligibility for Benefits

Customer must meet all of the following criteria in order to be eligible for Option 64. In this Option 64, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000).

(1) For the full calendar month prior to the Effective Date, Customer must have achieved a minimum of $10M in aggregate monthly billed recurring charges for Special Access Voice Grade Services, Special Access DDS Services, Special Access DS1 Services, and Special Access DS3 Services purchased by Customer from Telephone Company (**Eligibility Minimum Monthly Revenue**).

(2) The percentage of revenues included in Eligibility Minimum Monthly Revenue billed to a subsidiary or Affiliate of Customer that is a provider of mobile wireless telecommunications services must be no more than fifty percent (50%).

(3) Customer must be concurrently subscribed as of the Effective Date to one or more of, and must remain concurrently subscribed during the Service Period, to one or more of, the following plans or their equivalents if these plans cease to be offered under the applicable tariffs: the Commitment Discount Plan (**CDP**) (Section 25.1 of this tariff and FCC 11); the National Discount Plan (**NDP**) (Section 25.3 of this tariff, Section 25.2 of FCC 11, Section 23.1 of FCC 14, and Section 22.1 of FCC 16); Term Pricing Plan (**TPP**) (Section 7.4.17 of this tariff and Section 7.2.1(G) of FCC 16); and Term Volume Plan (**TVP**) (Section 5.6.14 of FCC 14)(**Existing Plans**). For the avoidance of any doubt, at any time during the Service Period, Customer may elect to terminate its subscription to any of the Existing Plans and subscribe to a different Existing Plan. (x) (x) (x) (x) (x) (x)

(4) Customer may not be subscribed, either immediately prior to the Effective Date or any time during the Service Period, to any other Contract Tariff Option contained in this tariff or in FCC 11 or FCC 14. (x)

(5) During the Service Period, in order to receive any Price Flex Base Credits, SPA DS1 Flat Rate Credits, or TDM Shortfall Credits, Customer must achieve the required amounts of Qualifying TDM Base Credit Revenues and DS1 Billed Units as defined in Section (B) preceding. (N)

(x) Issued under authority of Special Permission No. 13-002 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(C) Eligibility for Benefits (Cont'd)

(6) The customer must subscribe to Option 64 in a manner designated by the Telephone Company during the thirty (30) day period beginning March 1, 2013 and ending March 30, 2013. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 64. Subscription to Option 64 shall be an automatic subscription to Option 63 of FCC 11 and Option 33 of FCC 14. (x)

(D) Service Period

The Service Period of Option 64 shall be the period commencing on the Effective Date and ending on June 30, 2017.

(E) Serving Area

The Billing Credits (to the extent any are earned by Customer) will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable law. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. (x) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the Tariffs) that occur during the Service Period of this Option 64 will automatically apply. For the avoidance of doubt, no Billing Credits will be provided in the operating territories of FCC 16. (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following, as well as other terms of this Option 64 (including Section (L), Disputes, following), **Qualifying Monthly Recurring Charges** include total monthly recurring charges (**MRCs**) billed to Customer with respect to a particular service for a particular timeframe. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list being illustrative only):

(1) Any NRCs, surcharges, taxes, late payment charges, credits, fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, and any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period;
(2) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
(3) Service or administrative fees or charges imposed by the Telephone Company (e.g., interest charges, late payment charges); (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(F) Qualifying Monthly Recurring Charges (Cont'd)

(4) Any amount that appears in the "Other Charges and Credits" section of the Telephone Company's invoice (other than a backbilled MRC of greater than $50,000 on a particular invoice) for which the billed charges would have been Qualifying Monthly Recurring Charges had the charges been billed in the appropriate billing period within the Service Period. For the purposes of this Section (F)(4), the term "invoice" shall mean the aggregate of all billing in invoices issued by the Telephone Company to Customer for Qualifying TDM Base Credit Services under the ACNAs included with Customer's subscription to this Option 64 in any calendar month;

(5) Any amount for which payment is being withheld by Customer or that is otherwise a Disputed Charge; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount credited to Customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the Quarter in which the Telephone Company issues such credit; and

(6) Shortfall or overage charges associated with term plan true-ups (e.g., for failure to satisfy commitment levels).

(G) Price Flex Base Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 64, at the end of each Quarter of the Service Period, the Telephone Company will determine whether Customer qualifies to receive a Price Flex Base Credit based on Steps 1 through 3 set forth following. If Customer satisfies all applicable requirements to receive the Price Flex Base Credit for a particular Quarter, then the Telephone Company will apply such credit to one or more of Customer's applicable special access billing accounts within ninety (90) days after the end of the applicable Quarter. All calculations under this Section (G) shall take account of any adjustments resulting from Section (L)(3) (Treatment of Remedial Billing Credits) following.

(**Step 1**) The Telephone Company will calculate the Qualifying TDM Base Credit Revenues for the Quarter.

(**Step 2**) Using the Price Flex Base Credit Table 1 following for Quarter 1 of Plan Year 1, or the Price Flex Base Credit Table 2 following for all subsequent Quarters (i.e., Quarters 2 through 18 of the Service Period), the Telephone Company will determine which TDM Base Credit Percentage corresponds to the Qualifying TDM Base Credit Revenues that Customer achieved for that Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(G) Price Flex Base Credit (Cont'd)

Price Flex Base Credit Table 1

Minimum Qualifying TDM Base Credit Revenue	Maximum Qualifying TDM Base Credit Revenue	TDM Base Credit Percentage
$0	$10.99M	0.0%
$11.00M	$11.29M	3.00%
$11.30M	$11.59M	6.00%
$11.60M	$11.79M	9.00%
$11.80M	$11.99M	11.10%
$12.00M	$12.19M	13.20%
$12.20M	$12.39M	15.30%
$12.40M	+	17.40%

Price Flex Base Credit Table 2

Minimum Qualifying TDM Base Credit Revenue	Maximum Qualifying TDM Base Credit Revenue	TDM Base Credit Percentage
$0	$32.99M	0.0%
$33.00M	$33.89M	1.0%
$33.90M	$34.79M	2.0%
$34.80M	$35.39M	3.0%
$35.40M	$35.99M	3.7%
$36.00M	$36.59M	4.4%
$36.60M	$37.19M	5.1%
$37.20M	+	5.8%

(**Step 3**) The Price Flex Base Credit shall be equal to the Qualifying TDM Base Credit Percentage identified in Step 2 times the TDM Base Credit Revenues for the applicable Quarter.

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 64, at the end of each Quarter of the Service Period, the Telephone Company will determine whether Customer qualifies to receive a volume discount, applied using the SPA DS1 Flat Rate Credit, based on the following provisions, subject to the annual true-up described following. For the avoidance of any doubt, before reaching a determination of whether Customer qualifies for the SPA DS1 Flat Rate Credit under Sections (H)(1), (H)(2) and (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit (Cont'd)

(H)(3) following, Customer must first satisfy the threshold requirements set forth in Section (H)(4) following. All calculations under Section (H) shall take account of any adjustments resulting from Section (L)(3) (Treatment of Remedial Billing Credits) following.

(1) After each Quarter, the Telephone Company shall determine the DS1 Billed Revenue and DS1 Billed Units that Customer achieved for that Quarter. The SPA DS1 Flat Rate Credit will be in an amount equal to the applicable DS1 Billed Revenues for the applicable Quarter minus the applicable flat rate revenue (i.e., "applicable flat rate revenue" means the applicable DS1 Billed Units multiplied by the applicable flat rate for the Plan Year from Table 3 following for Quarter 1 of Plan Year 1, or Table 4 following for all subsequent Quarters (i.e., Quarters 2 through 18 of the Service Period)). If Customer satisfies all applicable requirements to receive the SPA DS1 Flat Rate Credit for a particular Quarter, the Telephone Company shall apply such credit to one or more of Customer's applicable special access billing accounts within ninety (90) days after the end of the applicable Quarter.

Table 3

Credit Tier	Plan Year 1 SPA DS1 Flat Rate
Tier 1	$173.00
Tier 2	$146.00

Table 4

Credit Tier	Plan Year 1 SPA DS1 Flat Rate	Plan Year 2 SPA DS1 Flat Rate	Plan Year 3 SPA DS1 Flat Rate	Plan Year 4 SPA DS1 Flat Rate	Plan Year 5 SPA DS1 Flat Rate
Tier 1	$173.00	$173.00	$173.00	$173.00	$173.00
Tier 2	$164.00	$163.00	$162.00	$161.00	$160.00

(N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit (Cont'd)

(2) Eligibility for Tier 1

If the total volume of DS1 Billed Units that Customer achieved for the Quarter is equal to, or up to 1,200 more than, the volume of DS1 Billed Units that Customer achieved for the immediate prior Quarter (or, in the case of the first Quarter of the Service Period, is equal to, or up to 400 more than, the Baseline DS1 Billed Units), then Customer will qualify (subject to meeting all other eligibility requirements) for the DS1 flat rates for Tier 1 in Tables 3 and 4 preceding.

(3) Eligibility for Tier 2

If the total volume of DS1 Billed Units that Customer achieved for the Quarter exceeds the DS1 Billed Units for the immediate prior Quarter by more than 1,200 DS1 Billed Units (or, in the case of the first Quarter of the Service Period, exceeds the Baseline DS1 Billed Units by more than 400 DS1 Billed Units), then Customer will qualify for the DS1 flat rates for Tier 2 in Tables 3 and 4 preceding.

(4) In order to qualify for any SPA DS1 Flat Rate Credit in any Quarter under the preceding provisions, Customer must satisfy all of the following conditions (as well as all other eligibility requirements set forth in this Option 64):

(a) Customer must qualify for a discount (i.e., greater than 0%) for the Price Flex Base Credit for that same Quarter; and

(b) As of the end of that same Quarter, Customer must have had DS1 Billed Units in volumes equal to or greater than the Baseline DS1 Billed Units.

(5) Annual True-up

After the end of each Plan Year, the Telephone Company will perform a true-up to determine whether Customer qualified for any Tier 2 credits Customer received for that just-completed Plan Year based on Customer's overall annual performance under Option 64.

(a) Plan Year 1. For Plan Year 1, if Customer's total annual DS1 Billed Units at the end of Plan Year 1 are not at least 1,600 greater than the Baseline DS1 Billed Units for the first Quarter of the Service Period, then the Telephone Company will issue to Customer's applicable account(s) a debit equal to (i) the aggregate amount of any credits Customer received to apply the Tier 2 rates in Tables 3 and 4 for Plan Year 1 minus (ii) the aggregate amount of credits that Customer would have received if the Tier 1 rates in Tables 3 and 4 were applied for all Quarters of Plan Year 1. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit (Cont'd)

(5) Annual True-up (Cont'd)

(b) Plan Years 2-5. For Plan Years 2-5, if Customer's total annual DS1 Billed Units at the end of each Plan Year are not at least 4,800 greater than the DS1 Billed Units as of the end of the month immediately preceding the just-completed Plan Year being reviewed, then the Telephone Company will issue to Customer's applicable account(s) a debit equal to (i) the aggregate amount of any credits Customer received to apply the Tier 2 rates in Table 4 for that just-completed Plan Year minus (ii) the aggregate amount of credits that Customer would have received if the Tier 1 rates in Table 4 were applied for all Quarters of that just-completed Plan Year.

(I) TDM Shortfall Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 64, at the end of each Plan Year of the Service Period, Customer may qualify to receive a TDM Shortfall Credit as described in this Section (I).

(1) After the end of each Plan Year, the Telephone Company will determine whether Customer's total annual DS1 Billed Units are (i) for Plan Year 1, at least 1,600 greater than the Baseline DS1 Billed Units for the first Quarter of the Service Period and (ii) for Plan Years 2-5, at least 4,800 greater than the Baseline DS1 Billed Units (the **TDM Shortfall Credit Thresholds**).

(2) If, for a given Plan Year, Customer has met the applicable TDM Shortfall Credit Threshold set forth in Section (I)(1) preceding, then the Telephone Company will determine the total amount that Customer, during that just-completed Plan Year, paid to the Telephone Company in the form of shortfall payments for Special Access DS1 Services under Customer's Existing Plans for CDP, NDP and TVP pursuant to Sections 25.1 and 25.3 of this tariff, Sections 25.1 and 25.2 of FCC 11, and Sections 5.6.14 and 23.1 of FCC 14 (the **Total Annual Shortfall Payment**). The Telephone Company will issue a credit (**TDM Shortfall Credit**) in an amount equal to the lesser of: (i) the Total Annual Shortfall Payment and (ii) Two Million and 00/100 U.S. Dollars ($2,000,000). The TDM Shortfall Credit is a single credit provided for Customer's collective subscription to this Option 64, Option 63 of FCC 11, and Option 33 of FCC 14 (i.e., Customer may not receive a TDM Shortfall Credit under more than one of the three Options). (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(I) TDM Shortfall Credit (Cont'd)

(3) If Customer did not meet the applicable TDM Shortfall Credit Threshold for a given Plan Year, or did not pay any CDP, NDP or TVP shortfall payments to the Telephone Company during that Plan Year as described in Section (I)(2) preceding, then Customer will not receive a TDM Shortfall Credit for that Plan Year. If Customer receives a TDM Shortfall Credit for a given Plan Year, Customer may not thereafter dispute or receive a refund of any shortfall payments that were paid during the Plan Year for which Customer received a TDM Shortfall Credit. Once the Telephone Company issues a TDM Shortfall Credit, Customer may not later dispute the amount of such credit.

(J) One-Time DS1 Performance Credit

If, as of the Effective Date, Customer has achieved a total of forty-seven thousand, four hundred (47,400) DS1 Billed Units, then the Telephone Company, no later than sixty (60) days after the Effective Date, will provide Customer with a one-time billing credit equal to Two Million Five Hundred Thousand and 00/100 U.S. Dollars ($2,500,000) (**One-Time DS1 Performance Credit**). Customer will determine and communicate to the Telephone Company within fifteen (15) days after the Effective Date the special access billing account on which Customer wishes the credit to appear. The One-Time DS1 Performance Credit is a single credit provided for Customer's collective subscription to this Option 64, Option 63 of FCC 11, and Option 33 of FCC 14 (i.e., Customer may not receive a One-Time DS1 Performance Credit under more than one of the three Options). (x) (x)

(K) Excessive DS1 Mileage Surcharge

At the end of each Quarter of the Service Period, the Telephone Company will follow the steps set forth below to calculate the **Excessive DS1 Mileage Surcharge** that Customer will owe for that Quarter:

(**Step 1**) The Telephone Company will calculate the DS1 Average Mileage as defined in Section (B) preceding.

(**Step 2**) Divide the DS1 Average Mileage from Step 1 by the Baseline DS1 Average Mileage to determine the ratio of DS1 Average Mileage to the Baseline DS1 Average Mileage (**Baseline DS1 Mileage Ratio**).

(**Step 3**) Using Table 5 following, the Telephone Company will determine what DS1 Mileage Surcharge Percent applies based on the Baseline DS1 Mileage Ratio calculated in Step 2. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(K) Excessive DS1 Mileage Surcharge (Cont'd)

Table 5 DS1 Mileage Surcharge Table

Minimum Baseline DS1 Mileage Ratio	Maximum Baseline DS1 Mileage Ratio	DS1 Mileage Surcharge Percent
0	1.39	0.00%
1.40	1.59	10.00%
1.60	1.79	15.00%
1.80	1.99	20.00%
2.00	+	25.00%

(**Step 4**) The Excessive DS1 Mileage Surcharge for the Quarter shall be calculated by multiplying (i) the SPA DS1 Flat Rate Credit earned during that Quarter under Section (H) preceding (without taking account of any annual true-up under Section (H)(5)) times (ii) the DS1 Mileage Surcharge Percent identified in Step 3.

(**Step 5**) If the Excessive DS1 Mileage Surcharge is greater than $0, the Telephone Company, within ninety (90) days after the Quarter for which the Excessive DS1 Mileage Surcharge is owed, will apply the Excessive DS1 Mileage Surcharge by issuing a debit(s) (**Excessive DS1 Mileage Surcharge Debits**) to one or more of Customer's applicable special access billing accounts.

Example 1: Assume that Customer's DS1 Average Mileage achieved for Quarter 2 of Plan Year 1 is 4.9 miles and the SPA DS1 Flat Rate Credit achieved for that same Quarter is $1.30M. The Baseline DS1 Mileage Ratio is 1.02. The Excessive DS1 Mileage Surcharge is $0 ($1.3M x 0.00% = $0).

Example 2: Assume that Customer's DS1 Average Mileage achieved for Quarter 3 of Plan Year 4 is 7.0 miles and the SPA DS1 Flat Rate Credit achieved for that same Quarter is $1.60M. The Baseline DS1 Mileage Ratio is 1.46. The Excessive DS1 Mileage Surcharge is $0.16M ($1.6M x 10.00% = $0.16M). (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(L) Disputes

Notwithstanding any other provision of this Option 64, the Telephone Company's calculation of the Billing Credits and Excessive DS1 Mileage Surcharges under this Option 64 shall be subject to the following additional requirements (as well as all other terms of this Option 64):

(1) For the purposes of calculating the Price Flex Base Credit and the SPA DS1 Flat Rate Credit, the Telephone Company shall not include any credits or debits for Services provided during any periods prior to the Effective Date (regardless of whether such credits or debits were the result of a valid dispute by Customer or were the result of a billing error by the Telephone Company).

(2) Customer agrees to undertake a good faith effort to review, within forty-five (45) calendar days of receipt, each bill from the Telephone Company that includes amounts to be included in Qualifying Monthly Recurring Charges and, at such time that Customer determines there is a dispute, to promptly raise the dispute with the Telephone Company. For the avoidance of any doubt, Customer is not obligated or required to raise billing disputes within forty-five (45) calendar days of receipt of a bill.

(3) Treatment of Remedial Billing Credits

(a) In the event that (i) Customer disputes charges that it believes were improperly billed for Services billed in prior Quarters, (ii) any such disputed charges were included as Qualifying Monthly Recurring Charges for purposes of calculating any Price Flex Base Credits or SPA DS1 Flat Rate Credits under this Option 64, and (iii) the Telephone Company honors all or a portion of the dispute in favor of Customer, then any billing credit issued by the Telephone Company to remedy the dispute (**Remedial Billing Credit**) shall be included as an offset to Qualifying Monthly Recurring Charges for the purpose of calculating the Price Flex Base Credits and SPA DS1 Flat Rate Credits for the Quarter in which such Remedial Billing Credit is issued by the Telephone Company. For the avoidance of any doubt, if a Remedial Billing Credit results in Customer falling below the Minimum Qualifying TDM Base Credit Revenue necessary to qualify for a Price Flex Base Credit, but for which Customer would have otherwise qualified for a Price Flex Base Credit for each Quarter to which the underlying dispute is attributable, Customer will still qualify for the SPA DS1 Flat Rate Credit if all other requirements have been met to do so for the Quarter in which the Remedial Billing Credit is offset against Qualifying Monthly Recurring Charges; provided, however that any (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(L) Disputes (Cont'd)

(3) Treatment of Remedial Billing Credits (Cont'd)

(a) (Cont'd)

Remedial Billing Credit relating to DS1 Billed Revenues will be included as an offset to DS1 Billed Revenue for purposes of calculating the SPA DS1 Flat Rate Credit (and thus could cause Customer to be ineligible for the SPA DS1 Flat Rate Credit). For the avoidance of any doubt, if the Telephone Company offsets a Remedial Billing Credit against Billed DS1 Revenue set forth above, such offsetting shall not result in any adjustment to any Excessive DS1 Mileage Surcharge assessed with respect to any previous Quarter, but such offsetting will affect the Excessive DS1 Mileage Surcharge for the then current Quarter insofar as the Excessive DS1 Mileage Surcharge calculation is, as set forth in Section (K) above, based in part on the amount of the SPA DS1 Flat Rate credit (which in turn is based in part on DS1 Billed Revenues) for the then current Quarter.

(b) The provisions set forth in Section (L)(3)(a) preceding apply in cases where Customer disputes charges up to six (6) months after the end of the Service Period. In the event of any such disputes, any Remedial Billing Credit that the Telephone Company issues shall be included as an offset to Qualifying Monthly Recurring Charges for the last Quarter of the Service Period for the purpose of calculating the Price Flex Base Credits and SPA DS1 Flat Rate Credits for the last Quarter of the Service Period. To the extent the inclusion of the Remedial Billing Credit produces a lower Price Flex Base Credit or SPA Flat Rate Credit (or disqualifies Customer from either or both of such credits) for the last Quarter of the Service Period, the Telephone Company will issue a debit in an amount equal to (i) the Price Flex Base Credit and SPA DS1 Flat Rate Credit actually provided by the Telephone Company for the last Quarter of the Service Period minus (ii) the Price Flex Base Credit and SPA DS1 Flat Rate Credit (if any, in either case) due to Customer once the Remedial Billing Credit is included as an offset to the Qualifying Monthly Recurring Charges for the last Quarter of the Service Period. If the Telephone Company adjusts Qualifying Monthly Recurring Charges as set forth above and, at the time of such adjustment the Telephone Company has already billed Customer an Excessive DS1 Mileage Surcharge for the last Quarter of the Service Period, the Telephone Company shall not be required to recalculate the Excessive DS1 Mileage Surcharge already billed to Customer and Customer shall pay the amount of the Excessive DS1 Mileage Surcharge already billed. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(L) Disputes (Cont'd)

(4) The Price Flex Base Credits and SPA DS1 Flat Rate Credits, as determined by the Telephone Company and agreed to by Customer, and the Excessive DS1 Mileage Surcharge are not subject to dispute after being issued by the Telephone Company, regardless of the outcome of any Disputed Charges; provided, however, that the foregoing prohibition against disputes shall not be deemed (i) to preclude any debit issued pursuant to an annual true-up under Section (H)(5) preceding, (ii) to preclude any adjustment pursuant to Section (L)(3) preceding; or (iii) to apply in a situation where the Telephone Company applies a Price Flex Base Credit or SPA DS1 Flat Rate Credit that does not match the mutually agreed upon credit amount. For the avoidance of any doubt, the Telephone Company will not issue any Price Flex Base Credits or SPA DS1 Flat Rate Credits until the applicable credit amount is agreed to by Customer.

(5) In no event shall the Telephone Company be subject to any late payment, interest or penalty with respect to any Billing Credits.

(M) Termination and Termination Liability

(1) Subject to the terms set forth in this Section (M), Customer may terminate this Option 64 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination. Termination of less than all of the Contract Tariff options (i.e., terminations of Option 64 of this tariff, or Option 63 of FCC 11, or Option 33 of FCC 14) shall be deemed to be an automatic termination of all contract tariff options. All obligations under the tariffs with respect to the Services shall continue to apply. (x)

(2) In the event of a termination by Customer under Section (M)(1) preceding, or a termination by the Telephone Company under Section (N)(2) following, Customer shall be liable for payment of termination liability to be calculated as follows:

(a) Termination During Plan Years 1 or 2:

(i) Customer shall receive no further Billing Credits for the Plan Year in which termination occurs;
(ii) Customer must return one hundred percent (100%) of all Billing Credits (which, for the avoidance of any doubt includes the One-Time DS1 Performance Credit) previously received at any time under Option 64;
(iii) Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs. (N)

(x) Issued under authority of Special Permission No. 13-002 of the Federal Communications Commission.

(Issued under Transmittal No. 1221)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(M) Termination and Termination Liability (Cont'd)

(2) (Cont'd)

(b) Termination During Plan Years 3 or 4:

(i) Customer shall receive Price Flex Base Credits and SPA DS1 Flat Rate Credits of zero dollars ($0) for the Plan Year in which termination occurs (including, by way of example, that Customer must repay to the Telephone Company any Price Flex Base Credits and SPA DS1 Flat Rate Credits already received in that Plan Year);
(ii) Customer must return sixty percent (60%) of any Price Flex Base Credits and SPA DS1 Flat Rate Credits received for Plan Year 2 if the termination occurs in Plan Year 3;
(iii) Customer must return forty percent (40%) of any Price Flex Base Credits and SPA DS1 Flat Rate Credits received for Plan Year 3 if the termination occurs in Plan Year 4; and
(iv) Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs.

(c) Termination During Plan Year 5:

(i) Customer shall receive Price Flex Base Credits and SPA DS1 Flat Rate Credits of zero dollars ($0) for Plan Year 5 (including, by way of example, that Customer must repay to the Telephone Company any Price Flex Base Credits and SPA DS1 Flat Rate Credits already received in Plan Year 5);
(ii) Customer must return fifty percent (50%) of any Price Flex Base Credits and SPA DS1 Flat Rate Credits received for Plan Year 4; and
(iii) Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs.

Any termination liability payment owed by Customer under any of the preceding provisions shall be due and payable by Customer to the Telephone Company no later than sixty (60) days after the termination date. (N)

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21. Contract Tariffs (Cont'd)
21.65 Contract Tariff Option 64 (Cont'd)

(M) Termination and Termination Liability (Cont'd) (N)

(3) The Customer and the Telephone Company, by mutual written agreement in their sole discretion, may terminate this Option 64. Except as otherwise mutually agreed in writing by Customer and the Telephone Company: (i) any termination under this Section (M)(3) in Plan Year 1 shall be effective as of the Effective Date, and Customer shall not be eligible for any Billing Credits, including the One-Time DS1 Performance Credit, for Plan Year 1; (ii) if the termination under this Section (M)(3) is in Plan Years 2 through 5, such termination shall be effective as of the end of the Plan Year preceding the termination, and the Customer shall be entitled to all Billing Credits earned for the Plan Year preceding the termination, but shall not be eligible for any Billing Credits for any period of time after the end of such Plan Year; and (iii) regardless of the Plan Year in which the termination occurs, Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs.

(N) Mergers and Acquisitions of Customer

(1) In the event that after the Effective Date, Customer or its direct or indirect parent company merges with another company, acquires a company or a portion of the business of another company (including, by way of example, acquisition of any ACNAs other than those submitted with Customer's subscription to Option 64), becomes an Affiliate of another company, or is acquired in whole or in part by another company, the terms and conditions set forth in this Section (N) will apply in addition to all other terms and conditions set forth in this Option 64. Customer may not combine or include any DS1 Billed Revenues, DS1 Billed Units, DS1 Units, DS1 Mileage, Qualifying TDM Base Credit Revenues, or Qualifying Monthly Recurring Charges or Baseline DS1 Billed Units from the merged, acquiring, or acquired company, or from the assets of such merged, acquiring, or acquired company, for any purposes hereunder.

(2) Except where the Customer and the Telephone Company elect otherwise pursuant to Section (N)(3) following, Customer's DS1 Billed Revenues, DS1 Billed Units, DS1 Mileage, DS1 Units, Qualifying TDM Base Credit Revenues, and Qualifying Monthly Recurring Charges shall be calculated based on Customer's business and revenue with the Telephone Company using the ACNAs submitted with Customer's subscription to this Option 64, without adding any revenues, units, DS1 Mileage, and/or ACNAs attributable to expansion of Customer's purchase of any services from the Telephone Company through merger, transfer, assignment, or acquisition. If Customer violates the provisions of this Section (N)(2), then the Telephone Company may terminate Option 64 without liability upon written notice to Customer. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(N) Mergers and Acquisitions of Customer (Cont'd)

(3) In lieu of excluding the acquired business, revenue, DS1 Mileage, units, and the like as described in Section (N)(2) preceding, the Customer and the Telephone Company, in order to reflect the impact of mergers, acquisitions, divestitures or other transactions described in Section (N)(1) preceding, may mutually agree in writing to make proportionate adjustments to Customer's Baseline DS1 Billed Units, Baseline DS1 Average Mileage, the amounts and/or percentages set forth in Tables 1 and 2 (Price Flex Base Credit Tables) in Section (G) preceding, and/or the volume of DS1 Billed Units required for Customer to receive the Tier 1 or Tier 2 rates set forth in Tables 3 and 4 (SPA DS1 Flat Rate Tables) of Section (H) preceding. For the avoidance of any doubt, no revenue, units or DS1 Mileage of the acquired business shall be included in the calculation of the Price Flex Base Credit or SPA DS1 Flat Rate Credit for any period prior to the effective date to which the parties mutually agree in writing.

(4) Customer shall provide the Telephone Company written notice no later than twenty (20) business days after filing any request with the FCC for approval of a transaction that is the subject of Section (N)(1) and, to the extent provided in writing publicly by the date of such notice, shall include a good faith estimate of the expected close date so that Customer and the Telephone Company can assess and implement their associated rights and obligations under this Option 64. Once the transaction closes, Customer shall further notify the Telephone Company of such closing within thirty (30) days after such closing occurs. Under no circumstance shall this Section (N) require Customer to provide the Telephone Company written notice of mergers solely between Customer entities holding, as of the Effective Date, the ACNAs submitted with Customer's subscription to this Option 64, such as Customer's internal merging of legal entities. For the avoidance of any doubt, the above reference to notice following an FCC filing affects only the notice that Customer is required to provide under this Section (N)(4), and does not alter application of the substantive provisions set forth in Sections (N)(1) through (N)(3) (e.g., prohibition against including acquired business, revenue, units and the like as described in Sections (N)(1) and (N)(2)) to transactions that are not subject to an FCC filing. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(O) Sale of Telephone Company Telephone Operating Company

(1) If some or all of the assets or stock of a Telephone Company Operating Telephone Company that provides DS1 Units are acquired by an unaffiliated third party during the Service Period, then effective with the closing of such transaction, the Customer and the Telephone Company will mutually agree in writing to make proportionate adjustments to Customer's DS1 Billed Revenues, DS1 Billed Units, Baseline DS1 Average Mileage, DS1 Units, Qualifying TDM Base Credit Revenues, Qualifying Monthly Recurring Charges, or Baseline DS1 Billed Units, the amounts and/or percentages set forth in Tables 1 and 2 (Price Flex Base Credit Tables) in Section (G) preceding, and/or the volume of DS1 Billed Units required for Customer to receive the Tier 1 or Tier 2 rates set forth in Tables 3 and 4 (SPA DS1 Flat Rate Tables) of Section (H) preceding. For the avoidance of any doubt, no such adjustments shall apply to any period prior to the effective date to which the Customer and the Telephone Company mutually agree in writing.

(2) If the Telephone Company acquires another company (or portion thereof) that provides any services similar to DS1 Units, the Customer and the Telephone Company may mutually agree in writing to adjust any of the items described in Section (O)(1) preceding and DS1 Mileage on a proportionate basis to account for Customer's purchases from the acquired company (or portion thereof). For the avoidance of any doubt, no Customer purchases from the acquired company (or portion thereof) shall be included in DS1 Billed Revenues, DS1 Billed Units, DS1 Mileage, or Qualifying TDM Base Credit Revenues for any period prior to the effective date for such inclusion to which the Customer and the Telephone Company mutually agree in writing. (N)

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21. Contract Tariffs (Cont'd)

21.65 Contract Tariff Option 64 (Cont'd) (N)

(P) Orders for Unbundled Network Elements

(1) Customer, as a material condition of the Telephone Company's offering the Billing Credits described in this Option 64, agrees that during the Service Period it may not submit orders for any of the following unbundled network elements (UNEs) that the Telephone Company offers: (i) UNE DS1 loops; (ii) UNE DS1 dedicated transport; (iii) any combination of any of the foregoing UNEs (which combinations are sometimes referred to as **Enhanced Extended Loops** or **EELs** or (iv) any of the foregoing UNEs commingled with special access services or other services ((i), (ii), (iii) and (iv), collectively **Prohibited UNEs**). The foregoing prohibition includes both orders for new Prohibited UNEs as well as orders for the conversion of special access services to Prohibited UNEs (collectively, **Prohibited UNE Orders**).

(2) Accordingly, the Telephone Company and Customer agree that if either the Telephone Company or Customer discovers any Prohibited UNE Orders submitted during the Service Period, then such discovering party shall notify the other party and Customer, no later than sixty (60) days after either the Telephone Company's or Customer's provision of such notice, shall promptly request conversion of such Prohibited UNEs to a Special Access service. The Telephone Company shall reasonably assist in this effort. The rates applicable to the Special Access service to which a Prohibited UNE is converted shall apply retroactively for the full period during which the Prohibited UNE was billed at UNE rates. For the avoidance of any doubt, no Billing Credits or Excessive DS1 Mileage Surcharge for any past Quarters or Plan Years shall be recalculated as a result of any such conversions of Prohibited UNEs to Special Access services. If Customer fails to submit an order to convert a Prohibited UNE to a Special Access service (**Conversion Order**) within sixty (60) days after notifying the Telephone Company of a Prohibited UNE Order (or, in cases where the Telephone Company discovers a Prohibited UNE Order and notifies Customer, within sixty (60) days after the date on which the Telephone Company provides such notice), then, without limiting Customer's continuing obligation to submit such Conversion Order, the Telephone Company shall have the right (but not the obligation) to submit such Conversion Order on Customer's behalf and take such other steps as necessary to complete the conversion. For the avoidance of any doubt, Customer shall bear the sole responsibility for monitoring its internal ordering processes to ensure that no Prohibited UNE Orders are submitted during the Service Period. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (N)

(A) Scope

Contract Tariff Option 65 (**Option 65**) provides a customer with certain aggregate discounts and Billing Credits (as defined following) on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 65.

(B) Specific Terms

Unless otherwise defined in this Section 21.66, the following terms are used in this Option 65:

(1) **Alternative Tariff Arrangement** shall mean, collectively, any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff with respect to any of the services covered by this Option 65.

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits to the customer.

(3) **Billed DS1 Service Revenue** shall mean, with respect to each month during the Service Period, the Qualifying Monthly Recurring Charges (as defined in (F) following) billed under one of the Customer ACNAs provided under (C)(3) following and which were paid in full by the customer for DS1 Qualifying Services for the applicable Quarter.

(4) **Billed DS1 Unit with Mileage** shall mean, with respect to each month during the Service Period, a DS1 Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges (as defined in (F) following) under one of the Customer ACNAs provided under (C)(3) following for that month and for which a portion of the Qualifying Monthly Recurring Charges includes Billed DS1 Mileage Charges.

(5) **Billed DS1 Unit without Mileage** shall mean, with respect to each month during the Service Period, a DS1 Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges (as defined in (F) following) under one of the Customer ACNAs provided under (C)(3) following for that month and for which none of the Qualifying Monthly Recurring Charges includes Billed DS1 Mileage Charges. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(6) **Billed DS1 Mileage Charges** shall mean, with respect to each month during the Service Period, the Qualifying Monthly Recurring Charges for DS1 Mileage billed under one of the Customer ACNAs provided under (C)(3) following.

(7) **Billed DS3 CLF Service Revenues** shall mean, with respect to each month during the Service Period, the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under (C)(3) following and which are paid in full by the Customer for Special Access DS3 CLF Services for the applicable Quarter.

(8) **Billed DS3 CLS Service Revenues** shall mean, with respect to each month during the Service Period, the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under (C)(3) following and which are paid in full by the Customer for Special Access DS3 CLS Services for the applicable Quarter.

(9) **Billed DS3 CLF Unit** shall mean, with respect to each month during the Service Period, a DS3 CLF Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges (as defined in (F) following) under one of the Customer ACNAs provided under (C)(3) following for that month.

(10) **Billed DS3 CLS Unit** shall mean, with respect to each month during the Service Period, a DS3 CLS Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges (as defined in (F) following) under one of the Customer ACNAs provided under (C)(3) following for that month.

(11) **Billed Facilities Management Services (FMS) Revenue** shall mean, with respect to each month during the Service Period, the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under (C)(3) following and which were paid in full by the Customer for Special Access Facilities Management Services. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(12) **Billed Qualifying Service Revenue** shall mean each of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue, Billed DS3 CLS Service Revenue, and Billed FMS Revenue.

(13) **Billed Qualifying Service Units** shall mean Billed DS1 Units with Mileage, Billed DS1 Units without Mileage, Billed DS3 CLF Units, and Billed DS3 CLS Units.

(14) **Billing Credits** shall mean, collectively, the Quarterly DS1 Flat Rate Credit, the Quarterly DS3 CLF Flat Rate Credit, and the Quarterly DS3 CLS Flat Rate Credit offered to Customer pursuant to this Option 65. Calculation of applicable Billing Credits is described in (G) following.

(15) **Disputed Charges** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by Customer.

(16) **DS1 Mileage** shall mean the channel mileage for DS1 Services (as described in Section 7.1.2(B) of this tariff and Section 7.1.2(B) of FCC Tariff No. 11 (**FCC 11**), special transport for DS1 Services (as described in Section 5.1.1(B) of FCC Tariff No. 14 (**FCC 14**), and circuit mileage for DS1 Services (as described in Section 7.2.1(B) of FCC Tariff No. 16 (**FCC 16**). (x) (x) (x)

(17) **DS1 Average Mileage** shall mean the total DS1 Mileage billed to Customer for a given time period divided by the Billed DS1 Units with Mileage for that same time period.

(18) **DS1 Unit** shall mean Special Access DS1 Services that meet the following definitions: (i) a DS1 "Channel Termination" as defined in Section 7.1.2(A) of this tariff, (ii) a DS1 "Channel Termination" as defined in FCC 11, Section 7.1.2(A), (iii) a DS1 "Special Access Line" as defined in FCC 14, Section 5.1.1(C), and (iv) a DS1 "Circuit Termination" as defined in FCC 16, Section 7.2.1(A). Fractions of a "DS1 Unit" are not counted as a "DS1 Unit". (x) (x) (x) (x) (N)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(19) **DS3 CLF Unit** shall mean an individual Special Access DS3 Services circuit that has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18).

(20) **DS3 CLS Unit** shall mean an individual Special Access DS3 Services circuit that has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 95.HFGS.634683..NE).

(21) **Flat Rate** shall mean the flat rate monthly recurring charge that applies per Billed Qualifying Service Unit, per service type (i.e., DS1 with mileage, DS1 without mileage, DS3 CLF, and DS3 CLS), for a given Plan Year, each such charge being the charge that the Parties agree results from the application of the rate calculation methodology set forth in (G)(1)(a) following.

(22) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on March 1, 2014 and end on February 28, 2015; (2) Plan Year 2 shall commence on March 1, 2015 and end on February 29, 2016; (3) Plan Year 3 shall commence on March 1, 2016 and end on February 28, 2017.

(23) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter); or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs.

(24) **Special Access DS1 Services** shall mean DS1 Services of 1.544 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1). (x) (x) (N) (x)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(25) **Special Access DS3 CLF Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18). (x) (x)

(26) **Special Access DS3 CLS Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 95.HFGS.634683..NE). (x) (x)

(27) **Special Access Facilities Management Services** shall mean FMS Services as described in Section 7.2.13 of this tariff and Section 7.2.16 of FCC 11. (x)

(28) **TDM Annual Revenue Commitment** shall mean the annual minimum required Billed Qualifying Service Revenues and shall be equal to $84,000,000.

(C) Eligibility

The customer must meet all of the following criteria in order to be eligible to receive the Billing Credits and other benefits of this Option 65. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000).

(1) As of March 1, 2014, the customer must:

(a) have billed a minimum of $10M of Billed Qualifying Service Revenue for the thirty (30) days immediately prior to March 1, 2014 and between Twenty-Five Thousand (25,000) and Sixty Thousand (60,000) Billed DS1 Units;

(b) be subscribed to the Commitment Discount Plan (Section 25.1 of this tariff and FCC 11, Section 25.1), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)) (**Existing Plans**); (x) (x)

(c) not have been required in connection with the most recent true-up to pay any shortfall payments or penalties as a result of a failure to maintain volume commitments, under any of the Existing Plans;

(d) have been subscribed to Option 57 of this tariff, Option 55 of FCC 11, and Option 29 of FCC 14 immediately prior to execution of this Option 65. (x) (N)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(Issued under Transmittal No. 1261)

Issued: February 12, 2014 Effective: February 27, 2014

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(C) Eligibility (Cont'd)

(2) Except for Existing Plans, Customer may not concurrently subscribe to an Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon the achievement of total billed revenue. If Customer wishes to subscribe to such an Alternative Tariff Arrangement, then Customer shall not receive any Discounts and Billing Credits under this Option 65, and such subscription shall be considered a termination by Customer of this Option 65, subject to (L) following.

(3) The customer must subscribe to this Option 65 in a manner designated by the Telephone Company during the thirty (30) day period beginning March 1, 2014 and ending March 31, 2014. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNA(s)**) that the Telephone Company agrees to, in writing, for inclusion in this Option 65. Subscription to this Option 65 shall be an automatic subscription to Option 65 of FCC 11 and Option 34 of FCC 14. (x)

(D) Service Period

The Service Period of this Option 65 shall commence on March 1, 2014 and end on February 28, 2017.

(E) Serving Area

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC 11, and FCC 14. Wire (x)
centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. (x)
Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and (x)
Section 19.1 of FCC 14) that occur during the Service Period will (x)
apply. No Billing Credits will be provided in the operating territories of FCC 16. (N) (x)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following as well as all other terms of this Option 65 (includes Disputes following), Qualifying Monthly Recurring Charges include total monthly recurring charges (**MRCs**) billed to Customer with respect to a particular service for a particular timeframe. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list by way of example only):

(1) Nonrecurring charges, surcharges, late payment charges, credits (including any credits provided under the Contract Tariffs), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter of the Service Period.

(2) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(3) Service or administrative fees or charges imposed by the Telephone Company (e.g., interest penalty, late payment penalty);

(4) Any amount that appears in the "Other Charges and Credits" section of the Telephone Company's invoice;

(5) Any other billed amount for which payment is being withheld or under dispute by the Customer or that is otherwise a Disputed Charge; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Customer, then the amount credited to Customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the Quarter in which the Telephone Company issues such credit; and

(6) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits

(1) The Flat Rate pricing for the Services set forth in Tables 1 and 2 following is achieved by providing a DS1 Flat Rate Credit, a DS3 CLF Flat Rate Credit, and a DS3 CLS Flat Rate Credit.

(a) Calculation of Flat Rates

The DS1 Flat Rates without Mileage and the DS3 CLS Flat Rates for each Plan Year will be equal to a fixed percentage of the benchmark (as specified in (G)(1)(c) following) average revenue per DS1 Unit (**DS1 ARPU**) and DS3 CLS Unit (**DS3 CLS ARPU**), respectively. The DS3 CLF Flat Rates will be equal to a fixed percentage of the applicable DS3 CLS Flat Rate. The DS1 Flat Rates with Mileage will be equal to a fixed percentage of the DS1 Flat Rate without Mileage and will be based upon DS1 Average Mileage tiers. A more detailed description of the calculation of the DS1 Flat Rates without Mileage is provided in Table 2 following.

(b) Calculation of Quarterly Billing Credits

The dollar amount of the quarterly Billing Credits shall be determined as follows:

(i) The Telephone Company shall determine on a Quarterly basis the Billed Qualifying Service Revenue and Billed Qualifying Service Units for each Service, and the Average DS1 Mileage for Billed DS1 Units with Mileage.

(ii) The DS3 CLF Flat Rate Credit and the DS3 CLS Flat Rate Credit will be in an amount equal to the applicable Billed Qualifying Service Revenue (i.e., Billed Qualifying DS3 CLF Service Revenue and Billed Qualifying DS3 CLS Service Revenue) for the applicable Quarter **minus** the applicable flat rate revenue (i.e., applicable Billed Qualifying Service Units (i.e., Billed DS3 CLF Units and Billed DS3 CLS Units) **multiplied by** the applicable flat rate for the Plan Year from Table 1). (N)

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21. Contract Tariffs (Cont'd)
21.66 Contract Tariff Option 65 (Cont'd)
(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd) (N)

(1) (Cont'd)

(b) Calculation of Quarterly Billing Credits (Cont'd)

Table 1: Flat Rates

Qualifying Service	**Plan Year 1 Flat Rate**	**Plan Year 2 Flat Rate**	**Plan Year 3 Flat Rate**
DS1 Units without Mileage	61.06% of DS1 ARPU	60.25% of DS1 ARPU	59.43% of DS1 ARPU
DS3 CLF Units	60.61% of DS3 CLS Plan Year 1 Flat Rate	60.67% of DS3 CLS Plan Year 2 Flat Rate	61.11% of DS3 CLS Plan Year 3 Flat Rate
DS3 CLS Units	54.00% of DS3 CLS ARPU	53.67% of DS3 CLS ARPU	53.02% of DS3 CLS ARPU

(iii) The DS1 Flat Rate Credit will be an amount equal to the Billed Qualifying DS1 Service Revenue for the applicable Quarter minus the sum of the Billed DS1 Units without Mileage for the applicable Quarter multiplied by the applicable flat rate for the Plan Year from Table 1 plus the Billed DS1 Units with Mileage for the applicable Quarter multiplied by the applicable flat rate for the Average DS1 Mileage for the applicable Quarter from Table 2.

Table 2: Flat Rates (DS1 Units with Mileage)
Applicable to All Plan Years

Minimum Average DS1 Mileage	**Maximum Average DS1 Mileage**	**Flat Rate MRC**
0	7.24	107.33% of DS1 Units without Mileage Plan Year 1 Flat Rate
7.25	8.99	108.00% of DS1 Units without Mileage Plan Year 1 Flat Rate
9.00	10.74	108.67% of DS1 Units without Mileage Plan Year 1 Flat Rate
10.75	12.49	110.67% of DS1 Units without Mileage Plan Year 1 Flat Rate
12.50	14.24	112.67% of DS1 Units without Mileage Plan Year 1 Flat Rate
14.25	15.99	114.67% of DS1 Units without Mileage Plan Year 1 Flat Rate
16.00	17.74	116.00% of DS1 Units without Mileage Plan Year 1 Flat Rate
17.75	+	117.33% of DS1 Units without Mileage Plan Year 1 Flat Rate

(N)

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21. Contract Tariffs (Cont'd)
21.66 Contract Tariff Option 65 (Cont'd)
(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd) (N)
(1) (Cont'd)

(c) Calculation of Benchmark Average Revenues

The benchmark average revenues per unit will be established at the time of subscription to Option 65 and will be calculated as follows:

(i) **DS1 ARPU** shall be calculated as follows:

Step 1 Sum the Billed DS1 Service Revenue for October 2013, November 2013, and December 2013.

Step 2 Sum the Billed FMS Revenue for October 2013, November 2013, and December 2013.

Step 3 Multiply the total calculated in Step 2 by the percentage of Billed FMS Revenue that is attributable to DS1 transport and multiplexing.

Step 4 Sum the amounts calculated in Step 1 and Step 3.

Step 5 Sum the Billed DS1 Units with Mileage and Billed DS1 Units without Mileage for October 2013, November 2013, and December 2013.

Step 6 Divide the amount calculated in Step 4 by the amount calculated in Step 5.

(ii) **DS3 CLS ARPU** shall be calculated as follows:

Step 1 Sum the Billed DS3 CLS Service Revenue exclusive of amounts included in the definition of Billed FMS Revenues for October 2013, November 2013, and December 2013.

Step 2 Sum the Billed FMS Revenue for October 2013, November 2013, and December 2013.

Step 3 Multiply the total calculated in Step 2 by the percentage of Billed FMS Revenue that is attributable to DS3 CLS transport and channel terminations.

Step 4 Sum the amounts calculated in Step 1 and Step 3.

Step 5 Sum the Billed DS3 CLS Units for October 2013, November 2013, and December 2013.

Step 6 Divide the amount calculated in Step 4 by the amount calculated in Step 5. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(c) Calculation of Benchmark Average Revenues (Cont'd)

(iii) Illustrative Example:

Assume the following information for all scenarios in this Section 21.66(G)(1)(c)(iii):

	DS1 ARPU	**DS3 CLS ARPU**
Billed Qualifying Service Revenue	$5,000,000; $5,000,000; and $5,000,000	$2,000,000; $2,000,000; and $2,000,000
Billed Qualifying DS3 CLS Revenue from FMS USOCs	N/A	$10,000; $10,000; and $10,000
Billed FMS Revenue	$5,000,000; $5,000,000; and $5,000.000	
Billed FMS Revenue Allocation Percentage	34.21%	36.08%
Billed Qualifying Service Units (includes both Billed DS1 Units with Mileage and Billed DS1 Units without Mileage)	25,000; 25,000; and 25,000	1,100; 1,100; and 1,100

Scenario 1: DS1 ARPU would be calculated as follows:

Step 1: Total Billed Qualifying DS1 Service Revenue is $15,000,000 ($5,000,000 * 3).

Step 2: Billed FMS Revenue is $15,000,000 ($5,000,000 * 3).

Step 3: Billed FMS Revenue allocated to DS1 transport and multiplexing is $5,131,500 ($15,000,000 * 34.21%).

Step 4: Total DS1 Revenue is $20,131,500 ($15,000,000 + $5,131,500).

Step 5: DS1 Billed Units are 75,000 (25,000 * 3). (N)

Step 6: DS1 ARPU is $268.42 ($20,131,500/75,000).

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(c) Calculation of Benchmark Average Revenues (Cont'd)

(iii) (Cont'd)

Scenario 2: DS3 CLS ARPU would be calculated as follows:

Step 1: Total Billed Qualifying DS3 CLS Service Revenue exclusive of amounts billed to FMS USOCs is $5,970,000 (($2,000,000 * 3) - $10,000 * 3).

Step 2: Billed FMS Revenue is $15,000,000 ($5,000,000 * 3).

Step 3: Billed FMS Revenue allocated to DS3 CLS transport and channel terminations is $5,412,000 ($15,000,000 * 36.08%).

Step 4: Total DS3 CLS Revenue is $11,382,000 ($5,970,000 + $5,412,000).

Step 5: DSL CLS Billed Units are 3,300 (1,100 * 3).

Step 6: DS3 CLS ARPU is $3,449.09 ($11,382,000 / 3,300).

(d) Calculation of Quarterly DS1 Flat Rate Credit

Customer will receive the applicable discounted flat rate pricing for all Billed DS1 Units with Mileage and all Billed DS1 Units without Mileage during each Quarter of each Plan Year of the Service Period. The Billed DS1 Units with Mileage and Billed DS1 Units without Mileage shall be billed on a monthly basis at the applicable tariff rates, and the Telephone Company shall provide the Quarterly DS1 Flat Rate Credit equal to the difference between the tariff rates and the pricing set forth herein: (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(d) Calculation of Quarterly DS1 Flat Rate Credit (Cont'd)

(i) Example of Calculation of Quarterly DS1 Flat Rate Credit:

Assume the following information for Quarter 1 of Plan Year 3:

	Quarter 1 of Plan Year 3
DS1 ARPU	$268.42
Billed DS1 Units with Miles	18,000; 18,000; and 19,000
Average DS1 Mileage	15.00
Billed DS1 Units without Miles	7,000; 7,000; and 6,000
Total Billed Qualifying DS1 Service Revenue	$15,000,000

Based on the above assumptions:

Step 1: The Plan Year 3 flat rate for DS1 Units with Miles is $152.14 ($268.42 * 49.43% * 114.67%).

Step 2: The Plan Year 3 flat rate for DS1 Units without Miles is $132.68 ($268.42 * 49.43%).

Step 3: The total Billed DS1 Units with Miles for the Quarter are 55,000 (18,000 + 18,000 + 19,000).

Step 4: The total Billed DS1 Units without Miles for the Quarter are 20,000 (7,000 + 7,000 + 6,000).

Step 5: The Quarterly DS1 Flat Rate Credit due under this Option 65 equals $3,978,700 ($15,000,000 – ((20,000 * $132.68) + (55,000 * $152.14))). (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(e) Calculation of Quarterly DS3 CLF Flat Rate Credit

Customer will receive the applicable discounted flat rate pricing set forth in this Option 65 for all Billed DS3 CLF Units during each Quarter of each Plan Year of the Service Period. The Billed DS3 CLF Units shall be billed on a monthly basis at the applicable tariff rates, and the Telephone Company shall provide the Quarterly DS3 CLF Flat Rate Credit, which shall be a contra credit (i.e., debit) equal to the positive difference between the tariff rates and the pricing set forth herein.

(i) Example of Calculation of Quarterly DS3 CLF Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

	Quarter 1 of Plan Year 3
DS3 CLS ARPU	$3,449.09
Billed DS3 CLF Units	1,000; 1,000; and 1,000
Total Billed Qualifying DS3 CLF Service Revenue	$3,000,000

Based on the above assumptions:

Step 1: The Plan Year 3 flat rate for DS3 CLF Units is $1,117.52 ($3,449.09 * 53.02% * 61.11%).

Step 2: The total Billed DS3 CLF Units for the Quarter are 3,000 (1,000 + 1,000 + 1,000).

Step 3: The Quarterly DS3 CLF Flat Rate Credit due under Option 65 equals ($352,560)($3,000,000 -(3,000 * $1,117.52)). (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(f) Calculation of Quarterly DS3 CLS Flat Rate Credit

Customer will receive the applicable discounted flat rate pricing set forth in this Option 65 for all Billed DS3 CLS Units during each Quarter of each Plan Year of the Service Period. The Billed DS3 CLS Units shall be billed on a monthly basis at the applicable tariff rates, and the Telephone Company shall provide the Quarterly DS3 CLS Flat Rate Credit, equal to the difference between the tariff rates and the pricing set forth herein.

(i) Example of Calculation of Quarterly DS3 CLS Billing Credit:

Assume the following information for Quarter 1 of Plan Year 3:

	Quarter 1 of Plan Year 3
DS3 CLS ARPU	$3,449.09
Billed DS3 CLS Units	400; 500; and 600
Total Billed Qualifying DS3 CLS Service Revenue	$4,350,000

Based on the above assumptions:

Step 1: The Plan Year 3 flat rate for DS3 CLS Units is $1,828.71 ($3,449.09 * 53.02%).

Step 2: The total Billed DS3 CLS Units for the Quarter are 1,500 (400 + 500 + 600).

Step 3: The Quarterly DS3 CLS Flat Rate Credit due under Option 65 equals $1,606,935 ($4,350,000 – (1,500 * $1,828.71)).

(g) Application of Billing Credits to CABS Bill

The Telephone Company shall provide the net Billing Credit for each Quarter on Customer's CABS billing by no later than sixty (60) days following the end of the applicable Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(g) Application of Billing Credits to CABS Bill (Cont'd)

(i) Continuing the Examples Preceding in Calculating the net Billing Credit for Quarter 1 of Plan Year 3:

Based upon a Quarterly DS1 Flat Rate Credit of $3,978,700, a Quarterly DS3 CLF Flat Rate Credit of ($352,560), and a Quarterly DS3 CLS Flat Rate Credit of $1,606,935, in each case for Quarter 1 of Plan Year 3, the net Billing Credit for Quarter 1 of Plan Year 3 equals $5,233,075 ($3,978,700 - $352,560 + $1,606,935).

(h) Annual True Up

After the end of each Plan Year, the Telephone Company will perform a true-up to determine whether Customer qualified for any Billing Credits Customer received for that just-completed Plan Year based on Customer's overall annual performance under Option 65. If Customer's Billed Qualifying Service Revenues for the Plan Year just completed are less than the TDM Annual Revenue Commitment, then the Telephone Company will issue to Customer's applicable account(s) a debit equal to (i) the TDM Annual Revenue Commitment minus (ii) the aggregate Billed Qualifying Service Revenues for the just-completed Plan Year.

(H) Disputes

Notwithstanding any other provisions of this Option 65, the Telephone Company's calculation of the Billing Credits shall be subject to the following additional requirements (as well as other terms of this Option 65):

(1) The Telephone Company shall not include in the calculation of the Billing Credits any amounts which are unpaid and/or disputed by Customer as of the thirtieth (30^{th}) day following the end of each Quarter. For example, assume that Customer had MRCs that were billed in Quarter 1 of $3,000,000. Assume further that Customer disputed and did not pay $450,000 of such billed MRCs. Hence, in calculating the Billing Credit (as set forth in (G) preceding), the MRCs would be calculated as $2,550,000 ($3,000,000 - $450,000). (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(H) Disputes (Cont'd)

(2) For the purpose of calculating the Billing Credits, the Telephone Company shall not include in MRCs any credits or debits for Services provided during any prior periods (regardless of whether such credits or debits were the result of a valid dispute by Customer or were the result of a billing error by the Telephone Company) or any prior Quarter other than the then current Quarter for which the Billing Credits are being calculated. For avoidance of doubt and as an illustrative example, assume that Customer had MRCs for DS1 Services which were billed in Quarter 1 of $4,000,000. Assume further that Customer disputed and did not pay $300,000 of such billed MRCs. Hence, in calculating the Quarterly DS1 Flat Rate Credit, the MRCs would be calculated as $3,700,000 ($4,000,000 - $300,000). Assume further that in Quarter 2, the Telephone Company and Customer agree that such billing was partially in error and that Customer should have received a credit of $200,000 for DS1 Services. Then, in Quarter 2, the Telephone Company shall not include such credit adjustment of $200,000 nor the subsequent debit of $100,000 for purposes of calculating Customer's Quarterly DS1 Flat Rate Credit in Quarter 2.

(3) To the extent that Customer has any disputes, then Customer must submit such disputes to the Telephone Company no later than the thirtieth (30th) day following the end of each Quarter. Each dispute must be submitted on a claim description form as provided by the Telephone Company and must clearly state next to the circuit ID and amount under dispute the following: "Dispute Associated with 2014 Contract Tariff".

(4) If the Telephone Company bills amounts after the determination of the Billing Credits that would have otherwise been included in the determination of the Billing Credits, there in no event will be any adjustment to the Billing Credits.

(5) Any amounts or Services that are included in calculation of the Billing Credits will not be subject to any claims or disputes by Customer at any time in the future.

(6) The Billing Credits as determined by the Telephone Company are not subject to dispute; provided, however, that the foregoing prohibition against disputes shall not be deemed (i) to preclude any debit issued pursuant to an annual true-up under (G)(1)(h) preceding, or (ii) to apply in a situation where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon credit amount. For the avoidance of any doubt, the Telephone Company will not issue any Billing Credits until the applicable credit amount is agreed to by Customer.

(7) The amount of the Billing Credits shall in no event be subject to any late payment, interest or penalty as set forth in Section 2. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(I) Access Planning Tools

Customer agrees to use commercially reasonable efforts to implement into its network access planning tools the flat rates for Service circuits provided under this Option 65. If such flat rates for such Services are not available to Customer, then Customer may remove such discounted pricing from its network access planning tools.

(J) Mergers and Acquisitions

In the event that after the effective date of Option 65, the Customer merges with another company, acquires a company or a portion of the business of another company which may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying Services in connection with such Customer Acquired Properties, then Customer shall notify the Telephone Company prior to the closing of the Acquisition (the **Acquisition Closing Date**) and the Parties shall determine whether such Customer Acquired Properties shall be included in or excluded from Option 65 in accordance with (J)(1)-(6) following.

(1) For an Acquisition where the Acquired Customer DS1 Unit Percentage (as defined in (J)(3) following) is no more than two percent (2%), the Parties shall automatically include the Customer Acquired Properties in this Option 65 in accordance with (J)(5) following.

(2) For an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), the Parties may, but shall have no obligation to, include the Customer Acquired Properties in this Option 65 in accordance with (J)(5)(a) following.

(3) Determination of Acquired Customer DS1 Unit Percentage

Upon the Telephone Company's receipt of the Acquisition notice, the Telephone Company and the Customer will work cooperatively to determine whether the number of DS1 Units generated by the Customer Acquired Properties is less than or greater than two percent (2%) of the Existing Customer DS1 Unit Quantity (as defined in Step 1 following) using the steps shown following:

Step 1: Determine the total volume of Billed DS1 Units that Customer purchased from the Telephone Company during the three (3) full calendar months prior to the Acquisition Closing Date. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Customer DS1 Unit Quantity**. (N)

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21. Contract Tariffs (Cont'd)
21.66 Contract Tariff Option 65 (Cont'd)

(N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(3) Determination of Acquired Customer DS1 Unit Percentage (Cont'd)

Step 2: Determine the total volume of DS1 Units (purchased from the Telephone Company) that the Customer Acquired Properties generated during the three (3) full calendar months prior to the Acquisition Closing Date. Divide such total by three (3) to arrive at an average monthly volume (such average monthly volume is the **Existing Acquired DS1 Unit Quantity**).

Step 3: Divide the Existing Acquired DS1 Unit Quantity determined in Step 2 preceding by the Existing Customer DS1 Unit Quantity determined in Step 1 preceding. The resulting percentage is the **Acquired Customer DS1 Unit Percentage.**

(4) Inclusion or Exclusion of Customer Acquired Properties

(a) If the Acquired Customer DS1 Unit Percentage is determined to be less than or equal to two percent (2%), then the Telephone Company shall make a pro-rata increase to Customer's TDM Annual Revenue Commitment and such increase, and application of the applicable Flat Rates, will be effective as of the later of (a) the Acquisition Closing Date if such Date occurs on the first (1st) day of a calendar month (or the first day of the calendar month following the Acquisition Closing Date if such Date occurs on a day other than the first (1st) day of a calendar month) and (b) the date specified by the Telephone Company, which shall be no later than the first (1st) day of the third (3rd) calendar month after the Acquisition Closing Date. The Telephone Company shall calculate such increase in the TDM Annual Revenue Commitment using the steps set forth in Section (J)(5) following.

(b) If the Acquired Customer DS1 Unit Percentage is greater than two percent (2%), Customer may notify the Telephone Company in writing if, in its sole discretion, it seeks to include the Customer Acquired Properties in this Option 65. The Telephone Company may, in its sole discretion, agree in writing to such inclusion based upon a number of interrelated factors, including by way of example (a) the amount by which the Acquired Customer DS1 Unit Percentage exceeds two percent (2%); (b) the amount of additional Billing Credits that would result from such inclusion; and (c) the impact on the TDM Annual Revenue Commitment. If the Telephone Company agrees in writing to such inclusion, then the Telephone Company shall increase Customer's applicable TDM Annual Revenue Commitment and such increase will be effective as of a mutually-agreed date no earlier than the first (1st) day of the first full month after the Acquisition Closing Date. Effective as of the Acquisition Closing Date, the Telephone Company will also apply the applicable Flat Rates. The Telephone Company shall calculate such increase in the TDM Annual Revenue Commitment using the steps set forth in Section (J)(5) following.

(N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(4) Inclusion or Exclusion of Customer Acquired Properties (Cont'd)

(c) The effective date upon which the Telephone Company is to adjust the TDM Annual Revenue Commitment and implement the Flat Rates for an Acquisition where the Acquired Customer DS1 Unit Percentage is less than or equal to two percent (2%) as described in (J)(4)(a) preceding, or for an Acquisition where the Acquired Customer DS1 Unit Percentage is greater than two percent (2%) as described in Section (J)(4)(b) preceding, and the Parties have agreed in writing to include the Customer Acquired Properties in this Option 65, shall be referred to herein as the **Property Adjustment Date.**

(d) In the absence of the Parties' mutual written agreement to include the Customer Acquired Properties with an Acquired Customer DS1 Unit Percentage that is greater than two percent (2%) in this Option 65 as described in Section (J)(4)(b) preceding, the following shall apply:

(i) The TDM Annual Revenue Commitment shall remain unchanged.

(ii) The Flat Rates shall not apply to any Qualifying Service purchases attributable to the Customer Acquired Properties. The Customer Acquired Properties shall not otherwise receive the Flat Rates and shall not gain any other benefit of this Option 65.

(iii) Customer may not combine or include any Qualifying Services (or revenues associated therewith) from the Customer's Acquired Properties for the purposes of this Option 65.

(iv) Customer's Billed Qualifying Service Units and Billed Qualifying Service Revenue shall be determined using Customer's business with Verizon using the Customer ACNAs provided under (C)(3) preceding, without adding the services and/or ACNAs attributable to expansion of Customer's purchase of services from the Telephone Company through the Acquisition.

(v) Without limiting any other right of the Telephone Company to terminate Option 65, if the Telephone Company determines that Customer has failed to comply with any of the provisions of this Section (J)(4)(d), the Telephone Company, pursuant to mutually agreed dispute resolution provisions, may pursue all remedies available to it at law, in equity, or otherwise, including, but not limited to, termination of this Option 65. (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(5) Contract Tariff TDM Annual Revenue Commitment Adjustment

In the event the Customer Acquired Properties are included in this Option 65 pursuant to (J)(4) preceding, the Telephone Company shall adjust the TDM Annual Revenue Commitment set forth in Section (B)(28) preceding as follows.

(a) For the Plan Year in which the Property Adjustment Date is to occur:

Step 1A: Determine the Billed Qualifying Service Revenues generated by the Customer Acquired Properties during the three (3) full calendar months prior to the Acquisition Closing Date.

Step 2A: Divide the amount determined in Step 1A by three (3) to arrive at an average monthly revenue.

Step 3A: Multiply the amount determined in Step 2A by the number of full months remaining in the Plan Year in which the Property Adjustment Date is to occur.

Step 4A: Add the amount resulting from Step 3A to the TDM Annual Revenue Commitment for the subject Plan Year to arrive at an adjusted TDM Annual Revenue Commitment for that Plan Year.

(b) For subsequent Plan Years:

Step 1B: Multiply the quarterly volume determined in Step 1A by four (4) to arrive at an annualized amount.

Step 2B: Add the amount resulting from Step 1B to the TDM Annual Revenue Commitment. The result of such addition is the adjusted TDM Annual Revenue Commitment for all Plan Years after the Plan Year in which the Property Adjustment Date occurred.

The Parties shall work cooperatively and in good faith with each other to take such action as may be necessary to achieve the intent of this Section (J), and neither Party shall unreasonably withhold from the other Party any data that is necessary or reasonably required to achieve such intent. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(K) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the TDM Annual Revenue Commitment.

Illustrative Example:

Assume the following information for the third quarter of Plan Year 2:

(1) The TDM Annual Revenue Commitment is $125,000,000.

(2) The Telephone Company sells Verizon New York to a third party at the end of month 8 of Plan Year 2.

(3) During the three month period prior to the sale, Verizon New York accounted for $6,000,000 in Billed Qualifying Service Revenue.

Based on the above assumptions:

(1) The average monthly Billed Qualifying Service Revenue for Verizon New York is $2,000,000 ($6,000,000 / 3).

(2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).

(3) The Plan Year 2 TDM Annual Revenue Commitment would be reduced by $8,000,000 ($2,000,000 * 4).

(4) The TDM Annual Revenue Commitment for the remaining Plan Year will be reduced by the $24,000,000 annualized Billed Qualifying Service Revenue in Verizon New York ($2,000,000 * 12) resulting in a revised TDM Annual Revenue Commitment of $101,000,000 ($125,000,000 - $24,000,000). (N)

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21. Contract Tariffs (Cont'd)

21.66 Contract Tariff Option 65 (Cont'd) (N)

(L) Termination of Plan

The customer may terminate its subscription to this Option 65 at any time during the Service Period. The customer must provide written notice of termination at least ninety (90) calendar days prior to the requested date of termination. Termination of the customer's subscription to this Option 65 shall be an automatic termination of the customer's subscription to Option 65 of FCC 11 (x) and Option 34 of FCC 14. (x)

If the Customer terminates or cancels its subscription to this Option 65 at any time during the Service Period for any reason, or if the customer fails to comply with the terms or conditions set forth herein, then the Customer shall pay to the Telephone Company by no later than thirty (30) calendar days after such date of termination or non-compliance an amount equal to the following percentage of all Billing Credits paid under this Option 65, Option 65 of FCC 11, and Option 34 of FCC 14 through (x) the date of termination.

Month of Termination/ Non-Compliance	Termination Percentage
1-12	100%
13-24	60%
25-36	40%

Additionally, the Customer will not receive any Billing Credits after receipt of notice of termination.

(M) Suspension of True-Ups During Service Period

During the Service Period of Option 65, the Parties agree to suspend the true-up requirements for the Services provided under this tariff, FCC 11 and FCC 14, including any shortfall payments or (x) penalties that would otherwise result for failure to maintain volume commitments under the Commitment Discount Plan (FCC 1 and FCC 11, Section 25.1.7), and the DS1 Term Volume Plan (FCC 14, (x) Section 5.6.14(G)-(I)). Upon termination of Option 65 for any (x) reason, the true-up process will be re-activated for the underlying Existing Plans. (N)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (N)

(A) Scope

Contract Tariff Option 66 (**Option 66**) provides a customer with certain Billing Credits (as defined following) on certain services offered by the Telephone Company when the customer satisfies the criteria as set forth in this Option 66.

(B) Specific Terms

Unless otherwise defined in this Section 21.67, the following terms are used in this Option 66:

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff, Tariff FCC No. 11 (FCC 11), Tariff FCC No. 14 (FCC 14), and Tariff FCC No. 16 (FCC 16) with respect to any of the services covered by this Option 66. (x) (x)

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits, if any, to the customer.

(3) **Billed DS1 Service Revenue** shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS1 Services which are paid by the customer.

(4) **Billed DS3 CLF Service Revenue** shall mean the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLF Services which are paid by the customer.

(5) **Billed DS3 CLS Service Revenue** shall mean the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLS Services which are paid by the customer.

(6) **Billed Qualifying TDM Service Revenue** shall mean the sum of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue, and Billed DS3 CLS Service Revenue.

(7) **Billing Credits** shall mean the applicable Billing Credits as described in Section (G) following.

(8) **Delayed Billing Grace Period** shall mean the sixty (60) day period immediately following the end of each Plan Year. (N)

(x) Issued under authority of Special Permission No. 14-009 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)
(B) Specific Terms (Cont'd)

(9) **Delayed Billing Revenue** shall mean customer identified amounts billed during the Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services should have occurred during the immediately preceding Plan Year. (N)

(10) **Delayed Billing Preceding Plan Year** shall mean the Plan Year immediately preceding the Delayed Billing Grace Period.

(11) **Disputed Amounts** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by customer.

(12) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on August 1, 2014 and end on July 31, 2015; (2) Plan Year 2 shall commence on August 1, 2015 and end on July 31, 2016; (3) Plan Year 3 shall commence on August 1, 2016 and end on July 31, 2017.

(13) **Qualifying Monthly Recurring Charges** shall have the meaning as described in Section (F) following.

(14) **Qualifying TDM Service** shall mean Special Access DS1 Service, Special Access DS3 CLF Service, and Special Access DS3 CLS Service.

(15) **Qualifying TDM Services Annual Revenue Commitment** shall mean the annual minimum required Billed Qualifying TDM Service Revenue and shall be equal to $19.0M.

(16) **Regulatory Change** shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or action or any change in applicable laws which affects any term or condition of Option 66, or otherwise prohibits or interferes with the Telephone Company's ability to offer the Services, or prohibits or interferes with the Telephone Company's ability to perform its obligations under this Option 66.

(17) **Regulatory Termination** shall mean the termination or withdrawal of this Option 66, Option 66 of FCC 11 and Option 35 of FCC 14 as a result of a Regulatory Change as defined in Section (B)(17) preceding. (x) (N)

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)
(B) Specific Terms (Cont'd)

(18) **Service Period** shall have the meaning set forth in Section (D) following. (N)

(19) **Special Access DS1 Services** shall mean DS1 Service of 1.544 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1), but shall not include MetroLAN service. (x) (x) (x)

(20) **Special Access DS3 CLF Services** shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18). (x) (x) (x)

(21) **Special Access DS3 CLS Services** shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 95.HFGS.634683..NE. (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)

(C) Eligibility (N)

The customer must meet all of the following criteria in order to be eligible to receive the rates, terms, and other benefits of this Option 66. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000), and all references to amounts represented in dollars followed by the letter "K" shall refer to such number in thousands (e.g., $10K shall mean $10,000.00).

(1) As of August 1, 2014, the customer must:

(a) have billed a minimum of $24.0M of Billed Qualifying TDM Service Revenue for the twelve (12) months immediately prior to August 1, 2014; and

(b) be subscribed to the Commitment Discount Plan (Section 25.1 of this tariff and FCC 11, Section 25.1), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)) (collectively, **Existing Plans**) and the Term Payment Plan (TPP) (FCC 16, Section 7.2.1(G)); and (x) (x) (x)

(c) not have been required in connection with the most recent true-up to pay any shortfall payments or penalties as a result of a failure to maintain volume commitments under any of the Existing Plans or the TPP.

(2) Except for Existing Plans and the TPP, customer may not concurrently subscribe to, or within three (3) years prior to August 1, 2014, have subscribed to, an Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon the achievement of total billed revenue. If customer wishes to subscribe to such an Alternative Tariff Arrangement, then customer shall not receive any Billing Credits under this Option 66, and such subscription shall be considered a termination by customer of this Option 66, subject to Section (L) following.

(3) The customer must subscribe to this Option 66 in a manner designated by the Telephone Company during the thirty (30) day period beginning August 1, 2014 and ending August 31, 2014. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNA(s)**) that the Telephone Company agrees to, in writing, for inclusion in this Option 66. Subscription to this Option 66 shall be an automatic subscription to Option 66 of FCC 11 and Option 35 of FCC 14. (x)

(D) Service Period

The Service Period of this Option 66 shall commence on August 1, 2014 and end on July 31, 2017, unless this Option 66 is earlier terminated. (N)

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)

(E) Serving Area (N)

The Billing Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC 11, or FCC 14. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14) that occur during the Service Period will apply. No Billing Credits will be provided in the operating territories of FCC 16. (x) (x) (x) (x) (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following as well as all other terms of this Option 66 (including Section (H) following), Qualifying Monthly Recurring Charges include total monthly recurring charges (**MRCs**) billed to customer by the Telephone Company with respect to a particular Qualifying TDM Service for a particular Plan Year. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list is by way of example only):

(1) Charges for special construction;

(2) Nonrecurring charges, surcharges, interest, late payment charges, credits (including any credits provided under the Contract Tariffs), fractional debit/credit amounts, adjustments, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Plan Year of the Service Period;

(3) Taxes, fees, surcharges, charges, or other tax-like amounts imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(4) Service or administrative fees or charges (e.g., interest penalty, late payment penalty);

(5) Any other billed amount for which payment is being withheld or under dispute by the customer or that is otherwise a Disputed Amount; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount paid by the customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the month in which the customer pays such amount; (N)

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)
(F) Qualifying Monthly Recurring Charges (Cont'd) (N)

(6) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and

(7) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

(G) Annual Review; Billing Credits

The Telephone Company shall determine Billing Credits as follows:

(1) Plan Year 1

(a) By October 1, 2015, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 1.

(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $19.7M, the Telephone Company shall apply a Billing Credit of $200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 1.

(c) If the customer's Billed Qualifying TDM Service Revenue is less than $19.0M for Plan Year 1, Option 66 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(2) Plan Year 2

(a) By October 1, 2016, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 2.

(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $19.7M, the Telephone Company shall apply a Billing Credit of $200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 2.

(c) If the customer's Billed Qualifying TDM Service Revenue is less than $19.0M for Plan Year 2, Option 66 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(3) Plan Year 3

(a) By October 1, 2017, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 3.

(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $19.7M, the Telephone Company shall apply a Billing Credit of $200K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 3. (N)

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21. Contract Tariffs (Cont'd)
21.67 Contract Tariff Option 66 (Cont'd)
(G) Annual Review; Billing Credits (Cont'd) (N)
(3) Plan Year 3 (Cont'd)

(c) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $19.0M, the customer will have the option of resetting its CDP and TVP commitment levels in accordance with the guidelines established in the Commitment Discount Plan (Section 25.1.3 of this tariff and FCC11) and the Term Volume Plan (Section 5.6.14(F) of FCC14). (x) (x)

(H) Disputes

Notwithstanding any other provisions of this Option 66 and except as otherwise provided in FCC 16, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue shall be subject to the following additional requirements (as well as other terms of this Option 66): (x)

(1) The Telephone Company shall not include in the calculation of the customer's Billed Qualifying TDM Service Revenue any amounts which are unpaid and/or disputed by customer as of the sixtieth (60^{th}) day following the applicable Plan Year.

(2) If any portion of an amount invoiced to customer under this Option 66 is subject to a good faith dispute, customer shall give written notice to the Telephone Company of the amounts it disputes (**Disputed Amount**) through the Telephone Company dispute submission process and include in such notice the specific details and reasons for disputing each item. Customer shall undertake a reasonable good faith effort to review an invoice received from the Telephone Company under this Option 66 within sixty (60) days following the due date to determine whether there are any Disputed Amounts. Customer shall pay on or before the due date all undisputed amounts.

(3) If the Telephone Company denies a dispute submitted by customer, customer shall have thirty (30) days by which either to pay the Disputed Amount or escalate the dispute no higher than the Vice President level. The Telephone Company may deny such escalation if customer does not provide new or additional detailed information supporting its dispute.

(4) Charges due to the Telephone Company that are not paid on or before the due date shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by the Telephone Company through the dispute submission process or to Disputed Amounts not owed to the Telephone Company after resolution of the dispute. (N)

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21. Contract Tariffs (Cont'd)

21.67 Contract Tariff Option 66 (Cont'd) (N)

(I) Delayed Billing

(1) If, during a period of sixty (60) days after the end of an applicable Plan Year (**Delayed Billing Grace Period**), customer identifies amounts billed during that Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services, should have occurred during the immediately preceding Plan Year (**Delayed Billing Preceding Plan Year**) of the Service Period, then customer, no later than the end of the Delayed Billing Grace Period, may request in writing that the Telephone Company treat such amounts as Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. For the avoidance of doubt, an amount may qualify for treatment as Delayed Billing Revenue as described in this Section (I)(1) only if the amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis.

(2) The Telephone Company will verify customer's request and include in the Plan Year calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year any amounts verified as meeting the definition of Delayed Billing Revenue. Any Delayed Billing Revenue used for purposes of calculating the Billed Qualifying TDM Service Revenue for Plan Year shall not be used for purposes of calculating the Plan Year Billed Qualifying TDM Service Revenue for any subsequent Plan Year, nor may it be used to reopen the Billing Credit calculation for any Plan Year prior to the Delayed Billing Preceding Plan Year.

(3) If customer wishes to have any Delayed Billing Revenue used for purposes of the Billed Qualifying TDM Service Revenue calculation under Section (G) preceding, customer must, within the Delayed Billing Grace Period during which the Delayed Billing Revenue was billed, submit a written request for inclusion of the Delayed Billing Revenue in the calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. Subject to Section (I)(4) following, if customer does not claim the Delayed Billing Revenue in a written request to the Telephone Company during the Delayed Billing Grace Period in which the Delayed Billing Revenue was billed, then customer may not later request that the Delayed Billing Revenue be used for purposes of calculating any Plan Year Billing Credit. (N)

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21. Contract Tariffs (Cont'd)

21.67 Contract Tariff Option 66 (Cont'd) (N)

(J) Remedial Billing Credits and Related Provisions

(1) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 66, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer before the end of Plan Year 3, then any credit issued by the Telephone Company to remedy the dispute (**Remedial Billing Credit**) prior to the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for the purposes of calculating the Billing Credit for the Plan Year in which such Remedial Billing Credit is issued by the Telephone Company.

(2) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 66, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer after the end of Plan Year 3, then any Remedial Billing Credit issued by the Telephone Company to remedy the dispute after the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for Plan Year 3 for a final revenue adjustment. To the extent such final revenue adjustment produces a change in the Billing Credit, then (a) if the Telephone Company has not yet issued a Billing Credit for the last Plan Year of Option 66, then the Telephone Company shall take account of the final revenue adjustment for purposes of the Billing Credit for Plan Year 3, and (b) if the Telephone Company has already issued the Billing Credit for Plan Year 3, then the Telephone Company will issue an adjustment in an amount necessary to reflect recalculation of the Billing Credit for Plan Year 3 to take account of the final revenue adjustment.

(3) Once a Billing Credit is issued by the Telephone Company, customer may not thereafter dispute such Billing Credit regardless of the outcome of any Disputed Amounts; provided, however, that, for the avoidance of any doubt, the foregoing prohibition against disputes by customer shall not be deemed (a) to preclude any adjustments by the Telephone Company to take account of Remedial Billing Credits as described in Sections (J)(1) and (J)(2) preceding or (b) to preclude customer from disputing the amount of a Billing Credit in any case where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon amount of the Billing Credit. The Telephone Company will not issue any Billing Credit until the applicable Billing Credit amount is agreed to by customer.

(4) In no event shall the Telephone Company be subject to any late payment, interest, or penalty with respect to any Billing Credit. (N)

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21. Contract Tariffs (Cont'd)

21.67 Contract Tariff Option 66 (Cont'd)

(K) Mergers and Acquisitions of Customer (N)

If, after August 1, 2014, the customer merges with another company, acquires a company or a portion of the business of another company (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding)(the company with which customer merges and the company or portion of the business thereof that customer acquires (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying TDM Services in connection with such Customer Acquired Properties, then customer shall notify the Telephone Company in writing (the **Acquisition Notice)** prior to the closing date of the Acquisition (the **Acquisition Closing Date**), and the customer and the Telephone Company shall determine whether such Customer Acquired Properties shall be included in or excluded from Option 66.

(L) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the TDM Services Annual Revenue Commitment.

Illustrative Example:

Assume the following information for Plan Year 2:

(1) The Qualifying TDM Services Annual Revenue Commitment is $19.0M.
(2) The Telephone Company sells Verizon New York to a third party at the end of month 8 of Plan Year 2.
(3) During the three month period prior to the sale, Verizon New York accounted for $3.0M in Billed Qualifying TDM Service Revenue.

Based on the above assumptions:

(1) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is $1.0M ($3.0M / 3).
(2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).
(3) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by $4.0M ($1.0M * 4).
(4) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is $15.0M ($19.0M – $4.0M).
(5) The Qualifying TDM Services Annual Revenue Commitment for Plan Year 3 will be reduced by the $12.0M ($1.0M * 12), resulting in a revised Qualifying TDM Services Annual Revenue Commitment of $7.0M ($19.0M - $12.0M). (N)

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21. Contract Tariffs (Cont'd)

21.67 Contract Tariff Option 66 (Cont'd) (N)

(M) Termination of Option 66

(1) Subject to the terms set forth in this Section (M), customer may terminate this Option 66 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination of this Option 66. Termination of less than all of the Contract Tariffs (i.e., terminations of the contract option under this tariff or FCC 11 or FCC 14 only) shall be deemed to be an automatic termination of all Contract Tariffs. If customer terminates or cancels this Option 66 at any time during the Service Period for any reason other than by Regulatory Termination (as defined in Section (B) preceding), or a default by the Telephone Company, or if customer breaches the terms or conditions of the Option 66 and fails to cure such breach within thirty (30) days' written notice, then customer shall pay to the Telephone Company by no later than thirty (30) days after such date of termination or breach an amount equal to the percentage of the Billing Credit issued to customer for the prior Plan Year as indicated in the following table. (x)

Month of Termination/Breach	Termination Percentage
13-24	60%
25-36	40%

(2) Customer will not receive any Billing Credits after receipt of notice of termination.

(3) The customer and the Telephone Company, by mutual written agreement, may terminate this Option 66 at any time. Except as otherwise mutually agreed in writing by the customer and the Telephone Company: (a) any termination under this Section (M)(3) in Plan Year 1 shall be effective as of August 1, 2014 and customer shall not be eligible for any Billing Credits for Plan Year 1; (b) any termination under this Section (M)(3) in Plan Year 2 or Plan Year 3 shall be effective as of the end of the applicable Plan Year preceding the termination, and customer shall be charged for all Billing Credits applied for the Plan Year preceding termination and shall not be eligible for any Billing Credits for any period of time after the end of such Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.67 Contract Tariff Option 66 (Cont'd) (N)

(N) Suspension of True-Ups During Service Period

During the Service Period, the customer and the Telephone Company agree to suspend the true-up requirements for the Existing Plans, including any shortfall payments or penalties that would otherwise result for failure to maintain volume commitments under the Commitment Discount Plan (FCC 1 and FCC 11, Section 25.1.7), and (x)
the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). Upon (x)
termination of Option 66 for any reason other than noted in Section (G)(3)(c) preceding, the true-up process will be re-activated for the underlying Existing Plans based on original commitments under Existing Plans. Upon expiration of this Option 66 in compliance with Section (G)(3)(c) preceding, the true-up process will be re-activated for the underlying Existing Plans based on then current quantities of TDM Services under Existing Plans. (N)

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21. Contract Tariffs (Cont'd)
21.68 Contract Tariff Option 67

(N)

(A) Scope

Contract Tariff Option 67 (**Option 67**) provides a customer with certain Billing Credits (as defined following) on certain services offered by the Telephone Company when the customer satisfies the terms and conditions of this Option 67.

(B) Specific Terms

Unless otherwise defined in this Section 21.68, the following terms are used in this Option 67:

(1) **Alternative Tariff Arrangement** shall mean collectively any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis (**ICB**) tariff arrangement offered by the Telephone Company and available to the customer pursuant to this tariff, Tariff FCC No. 11 (FCC 11), and Tariff FCC No. 14 (FCC 14) with respect to any of the services covered by this Option 67. (x) (x)

(2) **BANs** shall mean Billing Account Numbers of the customer which shall be used to provide the Billing Credits, if any, to the customer.

(3) **Billed DS1 Service Revenue** shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS1 Services which are paid by the customer.

(4) **Billed DS3 CLF Service Revenue** shall mean the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLF Services which are paid by the customer.

(5) **Billed DS3 CLS Service Revenue** shall mean the Qualifying Monthly Recurring Charges billed under one of the Customer ACNAs provided under Section (C)(3) following for Special Access DS3 CLS Services which are paid by the customer.

(6) **Billed Qualifying TDM Service Revenue** shall mean the sum of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue, and Billed DS3 CLS Service Revenue.

(7) **Billing Credits** shall mean the applicable Billing Credits as described in Section (G) following.

(8) **Buy-Up Amount** shall mean the applicable Buy-Up Amount as described in Section (O) following.

(9) **Delayed Billing Grace Period** shall mean the sixty (60) day period immediately following the end of each Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd)

(B) Specific Terms (Cont'd)

(10) **Delayed Billing Revenue** shall mean customer identified amounts billed during the Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services should have occurred during the immediately preceding Plan Year. (N)

(11) **Delayed Billing Preceding Plan Year** shall mean the Plan Year immediately preceding the Delayed Billing Grace Period.

(12) **Disputed Amounts** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by customer.

(13) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on October 1, 2014 and end on September 30, 2015; (2) Plan Year 2 shall commence on October 1, 2015 and end on September 30, 2016; (3) Plan Year 3 shall commence on October 1, 2016 and end on September 30, 2017.

(14) **Qualifying Monthly Recurring Charges** shall have the meaning as described in Section (F) following.

(15) **Qualifying TDM Service** shall mean Special Access DS1 Service, Special Access DS3 CLF Service, and Special Access DS3 CLS Service.

(16) **Qualifying TDM Services Annual Revenue Commitment** shall mean the annual minimum required Billed Qualifying TDM Service Revenue and shall be equal to $14.0M.

(17) **Regulatory Change** shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or action or any change in applicable laws which affects any term or condition of Option 67, or otherwise prohibits or interferes with the Telephone Company's ability to offer the Services, or prohibits or interferes with the Telephone Company's ability to perform its obligations under this Option 67.

(18) **Regulatory Termination** shall mean the termination or withdrawal of this Option 67, Option 67 of FCC 11 and Option 36 of FCC 14 as a result of a Regulatory Change as defined in Section (B)(16) preceding. (x) (N)

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd)

(B) Specific Terms (Cont'd)

(19) **Service Period** shall have the meaning set forth in Section (D) following. (N)

(20) **Special Access DS1 Services** shall mean DS1 Service of 1.544 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and Tariff FCC No. 16 (FCC 16) (Section 7.11.1), but shall not include MetroLAN service. (x) (x) (x)

(21) **Special Access DS3 CLF Services** shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18). (x) (x) (x)

(22) **Special Access DS3 CLS Services** shall mean DS3 Service of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI™) format administered by Telcordia (e.g., 95.HFGS.634683..NE. (x) (x) (x)

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21. Contract Tariffs (Cont'd)
21.68 Contract Tariff Option 67 (Cont'd)

(C) Eligibility (N)

The customer must meet all of the following criteria in order to be eligible to receive the rates, terms, and conditions of this Option 67. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000.00), and all references to amounts represented in dollars followed by the letter "K" shall refer to such number in thousands (e.g., $10K shall mean $10,000.00).

(1) As of October 1, 2014, the customer must:

(a) have billed a minimum of $14.0M of Billed Qualifying TDM Service Revenue for the twelve (12) months immediately prior to October 1, 2014; and

(b) be subscribed to the Commitment Discount Plan (Section 25.1 of this tariff and FCC 11, Section 25.1), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)) (collectively, **Existing Plans**); and (x) (x) (x)

(c) have at least five thousand (5,000) circuits of Special Access DS1 Service at locations other than Commercial Mobile Radio Service (CMRS) cell sites.

(2) Except for Existing Plans, customer may not concurrently subscribe to, or within three (3) years prior to October 1, 2014, have subscribed to, an Alternative Tariff Arrangement which provides discounts, credits, or other reductions in rates or terms based upon the achievement of total billed revenue. If customer wishes to subscribe to such an Alternative Tariff Arrangement, then customer shall not receive any Billing Credits under this Option 67, and such subscription shall be considered a termination by customer of this Option 67, subject to Section (L) following.

(3) The customer must subscribe to this Option 67 in a manner designated by the Telephone Company during the thirty (30) day period beginning October 1, 2014 and ending October 31, 2014. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNA(s)**) that the Telephone Company agrees to, in writing, for inclusion in this Option 67. Subscription to this Option 67 shall be an automatic subscription to Option 67 of FCC 11 and Option 36 of FCC 14. (x)

(D) Service Period

The Service Period of this Option 67 shall commence on October 1, 2014 and end on September 30, 2017, unless this Option 67 is earlier terminated. (N)

(x) Issued under authority of Special Permission No. 14-010 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.68 Contract Tariff Option 67 (Cont'd)

(E) Serving Area (N)

The Billing Credits and the Buy-Up Amount will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under this tariff, FCC 11, or FCC 14. Wire centers for the Phase II MSAs are listed in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 14.7 preceding of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14) that occur during the Service Period will apply. No Billing Credits and no Buy-Up Amount will be provided in the operating territories of FCC 16. (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following as well as all other terms of this Option 67 (including Section (H) following), Qualifying Monthly Recurring Charges include total monthly recurring charges (**MRCs**) billed to customer by the Telephone Company with respect to a particular service for a particular timeframe. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list is by way of example only):

(1) Charges for special construction;

(2) Nonrecurring charges, surcharges, interest, late payment charges, credits (including any credits provided under the Contract Tariffs), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Plan Year of the Service Period;

(3) Taxes, fees, surcharges, charges, or other tax-like amounts imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(4) Service or administrative fees or charges (e.g., interest penalty, late payment penalty);

(5) Any other billed amount for which payment is being withheld or under dispute by the customer or that is otherwise a Disputed Amount; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount paid by the customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the month in which the customer pays such amount; (N)

(x) Issued under authority of Special Permission No. 14-010 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.68 Contract Tariff Option 67 (Cont'd)
(F) Qualifying Monthly Recurring Charges (Cont'd) (N)

(6) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and

(7) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

(G) Annual Review; Billing Credits

The Telephone Company shall determine Billing Credits as follows:

(1) Plan Year 1

(a) By December 1, 2015, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 1.
(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $14.5M, the Telephone Company shall apply a Billing Credit of $100K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 1.
(c) Subject to Section (O) following, if the customer's Billed Qualifying TDM Service Revenue is less than $14.0M for Plan Year 1, Option 67 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(2) Plan Year 2

(a) By December 1, 2016, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 2.
(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $14.5M, the Telephone Company shall apply a Billing Credit of $300K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 2.
(c) Subject to Section (O) following, if the customer's Billed Qualifying TDM Service Revenue is less than $14.0M for Plan Year 2, Option 67 shall immediately terminate, and the true-up process will be re-activated for Existing Plans.

(3) Plan Year 3

(a) By December 1, 2017, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 3.
(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $14.5M, the Telephone Company shall apply a Billing Credit of $600K to customer's CABS billing by no later than ninety (90) days following the end of Plan Year 3. (N)

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21. Contract Tariffs (Cont'd)
21.68 Contract Tariff Option 67 (Cont'd)
(G) Annual Review; Billing Credits (Cont'd) (N)
(3) Plan Year 3 (Cont'd)

(c) Subject to Section (O) following, if the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $14.0M, the customer will have the option of resetting its CDP and TVP commitment levels in accordance with the guidelines established in the Commitment Discount Plan (Section 25.1.3 of this tariff and FCC11) and the Term Volume Plan (Section 5.6.14(F) of FCC14). (x) (x)

(H) Disputes

Notwithstanding any other provisions of this Option 67 and except as otherwise provided in FCC 16, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue shall be subject to the following additional requirements (as well as other terms of this Option 67): (x)

(1) The Telephone Company shall not include in the calculation of the customer's Billed Qualifying TDM Service Revenue any amounts which are unpaid and/or disputed by customer as of the sixtieth (60^{th}) day following the applicable Plan Year.

(2) If any portion of an amount invoiced to customer under this Option 67 is subject to a good faith dispute, customer shall give written notice to the Telephone Company of the amounts it disputes (**Disputed Amount**) through the Telephone Company dispute submission process and include in such notice the specific details and reasons for disputing each item. Customer shall undertake a reasonable good faith effort to review an invoice received from the Telephone Company under this Option 67 within sixty (60) days following the due date to determine whether there are any Disputed Amounts. Customer shall pay on or before the due date all undisputed amounts.

(3) If the Telephone Company denies a dispute submitted by customer, customer shall have thirty (30) days by which either to pay the Disputed Amount or escalate the dispute no higher than the Vice President level. The Telephone Company may deny such escalation if customer does not provide new or additional detailed information supporting its dispute.

(4) Charges due to the Telephone Company that are not paid on or before the due date shall be subject to a late payment charge. The late payment charge shall be calculated utilizing a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. No late payment charge shall apply to Disputed Amounts that are allowed by the Telephone Company through the dispute submission process or to Disputed Amounts not owed to the Telephone Company after resolution of the dispute. (N)

(x) Issued under authority of Special Permission No. 14-010 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd) (N)

(I) Delayed Billing

(1) If, during a period of sixty (60) days after the end of an applicable Plan Year (**Delayed Billing Grace Period**), customer identifies amounts billed during that Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services, should have occurred during the immediately preceding Plan Year (**Delayed Billing Preceding Plan Year**) of the Service Period, then customer, no later than the end of the Delayed Billing Grace Period, may request in writing that the Telephone Company treat such amounts as Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. For the avoidance of doubt, an amount may qualify for treatment as Delayed Billing Revenue as described in this Section (I)(1) only if the amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis.

(2) The Telephone Company will verify customer's request and include in the Plan Year calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year any amounts verified as meeting the definition of Delayed Billing Revenue. Any Delayed Billing Revenue used for purposes of calculating the Billed Qualifying TDM Service Revenue for Plan Year shall not be used for purposes of calculating the Plan Year Billed Qualifying TDM Service Revenue for any subsequent Plan Year, nor may it be used to reopen the Billing Credit calculation for any Plan Year prior to the Delayed Billing Preceding Plan Year.

(3) If customer wishes to have any Delayed Billing Revenue used for purposes of the Billed Qualifying TDM Service Revenue calculation under Section (G) preceding, customer must, within the Delayed Billing Grace Period during which the Delayed Billing Revenue was billed, submit a written request for inclusion of the Delayed Billing Revenue in the calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. Subject to Section (I)(4) following, if customer does not claim the Delayed Billing Revenue in a written request to the Telephone Company during the Delayed Billing Grace Period in which the Delayed Billing Revenue was billed, then customer may not later request that the Delayed Billing Revenue be used for purposes of calculating any Plan Year Billing Credit. (N)

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd) (N)

(J) Remedial Billing Credits and Related Provisions

(1) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 67, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer before the end of Plan Year 3, then any credit issued by the Telephone Company to remedy the dispute (**Remedial Billing Credit**) prior to the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for the purposes of calculating the Billing Credit for the Plan Year in which such Remedial Billing Credit is issued by the Telephone Company.

(2) In the event that (a) customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (b) any such Disputed Amounts were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 67, and (c) the Telephone Company resolves all or a portion of the dispute in favor of customer after the end of Plan Year 3, then any Remedial Billing Credit issued by the Telephone Company to remedy the dispute after the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for Plan Year 3 for a final revenue adjustment. To the extent such final revenue adjustment produces a change in the Billing Credit, then (a) if the Telephone Company has not yet issued a Billing Credit for the last Plan Year of Option 67, then the Telephone Company shall take account of the final revenue adjustment for purposes of the Billing Credit for Plan Year 3, and (b) if the Telephone Company has already issued the Billing Credit for Plan Year 3, then the Telephone Company will issue an adjustment in an amount necessary to reflect recalculation of the Billing Credit for Plan Year 3 to take account of the final revenue adjustment.

(3) Once a Billing Credit is issued by the Telephone Company, customer may not thereafter dispute such Billing Credit regardless of the outcome of any Disputed Amounts; provided, however, that, for the avoidance of any doubt, the foregoing prohibition against disputes by customer shall not be deemed (a) to preclude any adjustments by the Telephone Company to take account of Remedial Billing Credits as described in Sections (J)(1) and (J)(2) preceding or (b) to preclude customer from disputing the amount of a Billing Credit in any case where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon amount of the Billing Credit. The Telephone Company will not issue any Billing Credit until the applicable Billing Credit amount is agreed to by customer.

(4) In no event shall the Telephone Company be subject to any late payment, interest, or penalty with respect to any Billing Credit. (N)

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd)

(K) Mergers and Acquisitions of Customer (N)

If, after October 1, 2014, the customer merges with another company, acquires a company or a portion of the business of another company (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding)(the company with which customer merges and the company or portion of the business thereof that customer acquires (including, by way of example, any ACNA(s) not provided under Section (C)(3) preceding) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as an **Acquisition**), and the Telephone Company provides any Qualifying TDM Services in connection with such Customer Acquired Properties, then customer shall notify the Telephone Company in writing (the **Acquisition Notice)** prior to the closing date of the Acquisition (the **Acquisition Closing Date**), and the customer and the Telephone Company shall determine whether such Customer Acquired Properties shall be included in or excluded from Option 67.

(L) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Qualifying TDM Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the Qualifying TDM Services Annual Revenue Commitment.

Illustrative Example:

Assume the following information for Plan Year 2:

(1) The Qualifying TDM Services Annual Revenue Commitment is $14.0M.
(2) The Telephone Company sells Verizon New York to a third party at the end of month 8 of Plan Year 2.
(3) During the three month period prior to the sale, Verizon New York accounted for $3.0M in Billed Qualifying TDM Service Revenue.

Based on the above assumptions:

(1) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is $1.0M ($3.0M / 3).
(2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months).
(3) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by $4.0M ($1.0M * 4).
(4) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is $10.0M ($14.0M – $4.0M).
(5) The Qualifying TDM Services Annual Revenue Commitment for Plan Year 3 will be reduced by the $12.0M ($1.0M * 12), resulting in a revised Qualifying TDM Services Annual Revenue Commitment of $2.0M ($14.0M - $12.0M). (N)

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd) (N)

(M) Termination of Option 67

(1) Subject to the terms set forth in this Section (M), customer may terminate this Option 67 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination of this Option 67. Termination of less than all of the Contract Tariffs (i.e., terminations of the contract option under this tariff or FCC 11 or FCC 14 only) shall be (x) deemed to be an automatic termination of all Contract Tariffs. If customer terminates or cancels this Option 67 at any time during the Service Period for any reason other than by Regulatory Termination (as defined in Section (B) preceding), or a default by the Telephone Company, or if customer breaches the terms or conditions of the Option 67 and fails to cure such breach within thirty (30) days' written notice, then customer shall pay to the Telephone Company by no later than thirty (30) days after such date of termination or breach an amount equal to the percentage of the Billing Credit issued to customer for the prior Plan Year as indicated in the following table.

Month of Termination/Breach	Termination Percentage
13-24	60%
25-36	40%

(2) Customer will not receive any Billing Credits after receipt of notice of termination.

(3) The customer and the Telephone Company, by mutual written agreement, may terminate this Option 67 at any time. Except as otherwise mutually agreed in writing by the customer and the Telephone Company: (a) any termination under this Section (M)(3) in Plan Year 1 shall be effective as of and customer shall not be eligible for any Billing Credits for Plan Year 1; (b) any termination under this Section (M)(3) in Plan Year 2 or Plan Year 3 shall be effective as of the end of the applicable Plan Year preceding the termination, and customer shall be charged for all Billing Credits applied for the Plan Year preceding termination and shall not be eligible for any Billing Credits for any period of time after the end of such Plan Year.

(4) CDP and TVP true-up calculations will resume beginning for the tariff review period in which the termination occurred. The review period for TVP true-up calculations is twelve (12) months, and the tariff review period for CDP true-up calculations is six (6) months, both based on the effective date of the contracts. (N)

(x) Issued under authority of Special Permission No. 14-010 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.68 Contract Tariff Option 67 (Cont'd) (N)

(N) Suspension of True-Ups During Service Period

During the Service Period, the customer and the Telephone Company agree to suspend the true-up requirements for the Existing Plans, including any shortfall payments or penalties that would otherwise result for failure to maintain volume commitments under the Commitment Discount Plan (FCC 1 and FCC 11, Section 25.1.7), and (x)
the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). (x)
Upon termination of Option 67 for any reason other than noted in Section (G)(3)(c) preceding, the true-up process will be re-activated for the underlying Existing Plans based on original commitments under Existing Plans. Upon expiration of this Option 67 in compliance with Section (G)(3)(c) preceding, the true-up process will be re-activated for the underlying Existing Plans based on then current quantities of TDM Services under Existing Plans.

(O) Buy-Up Amount

(1) In the event that the Customer's Billed Qualifying TDM Service Revenue during any Plan Year falls short of the Customer's Qualifying TDM Services Annual Revenue Commitment, the Customer may, subject to the limitation set forth in (2) following, pay an amount equal to the amount by which the Customer's Billed Qualifying TDM Service Revenue fell short of the Customer's Qualifying TDM Services Annual Revenue Commitment (the **Buy-Up Amount**). In the event that the Customer pays a Buy-Up Amount within sixty (60) calendar days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to Customer of the Buy-Up Amount of such Plan Year, whichever is later, it will be deemed to have met the Customer's Qualifying TDM Services Annual Revenue Commitment for such Plan Year, and Customer's Billed Qualifying TDM Service Revenue for such Plan Year will be deemed to be $14.0M. In the event that the Customer does not pay the Buy-Up Amount within sixty (60) calendar days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to Customer of the Buy-Up Amount of such Plan Year, whichever is later, this Service Agreement shall immediately terminate and the true-up process will be re-activated for Existing Plans as of the close date of such Plan Year.

(2) The Customer shall not be entitled to pay a Buy-Up Amount if the amount of the Buy-Up Amount exceeds $1.0M. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (N)

(A) Scope

Contract Tariff Option 68 (**Option 68**) provides Billing Credits on certain services.

(B) Specific Terms

Unless otherwise defined in this Section 21.69, the following terms are used in this Option 68:

(1) **Affiliate** shall mean an individual, partnership, association, joint-stock company, trust, or corporation that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, Customer. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

(2) **Baseline DS1 Average Mileage** shall mean DS1 Average Mileage of 4.8 miles.

(3) **Reserved**

(4) **Billing Credits** shall mean, collectively, the Price Flex Base Credit, the SPA DS1 Flat Rate Credit, the TDM Shortfall Credit, and the One-Time DS1 Performance Credit.

(5) **Disputed Charges** shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by Customer.

(6) **DS1 Average Mileage** shall mean the total DS1 Mileage billed to Customer for a given time period divided by the DS1 Billed Units with charges for DS1 Mileage for that same time period.

(7) **DS1 Billed Revenues** shall mean Qualifying Monthly Recurring Charges billed to Customer, under the ACNAs included with the Customer's subscription to this Option 68 for Special Access DS1 Services of 1.544 Mbps bandwidth as described in Section 7.2.9 of this tariff, Section 7.2.9 of Telephone Company FCC Tariff No. 11 (**FCC 11**), Section 5.3.6 of Telephone Company FCC Tariff No. 14 (**FCC 14**), and Section 7.11.1 of Telephone Company FCC Tariff No. 16 (**FCC 16**) with respect to a particular time period for purposes of determining whether Customer qualified for a Price Flex Base Credit and calculating any such credit earned and for purposes of calculating any SPA DS1 Flat Rate Credit that Customer may earn. (x) (x) (x) (x) (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(8) **DS1 Billed Unit** shall mean, with respect to each month during the Service Period, a DS1 Unit for which the Telephone Company billed Qualifying Monthly Recurring Charges to Customer under the ACNAs included with the Customer's subscription to this Option 68 for that month.

(9) **DS1 Mileage** shall mean the channel mileage for DS1 Services (as described in Section 7.1.2(B) of this tariff and Section 7.1.2(B) of FCC 11), special transport for DS1 Services (as described in Section 5.1.1(B) of FCC 14), and circuit mileage for DS1 Services (as described in Section 7.2.1(B) of FCC 16). (x) (x) (x) (x)

(10) **DS1 Unit** shall mean Special Access DS1 Services that meet the following definitions: (i) a DS1 "Channel Termination" as defined in Section 7.1.2(A) of this tariff, (ii) a DS1 "Channel Termination" as defined in FCC 11, Section 7.1.2(A), (iii) a DS1 "Special Access Line" as defined in FCC 14, Section 5.1.1(C), (iv) a DS1 "Circuit Termination" as defined in FCC 16, Section 7.2.1(A), (v) a DS1 to Voice "Central Office Multiplexing" as defined in Section 7.2.9(D)(3)(c) of this tariff, (vi) a DS1 to Voice "Central Office Multiplexing BSE" as defined in FCC 11, Section 7.2.9(D)(3)(c) and (d), (vii) a DS1 to Voice "Multiplexing Arrangement" as defined in FCC 14, Section 5.5(D), and (viii) a DS1 to Voice "Central Office Multiplexing" as defined in FCC 16, Section 7.11.4(3)(e). (x) (x) (x) (x) (x) (x) (x) (x)

(11) **Effective Date** and the start of the Service Period shall be April 1, 2015, provided that the contract tariffs are deemed effective as of such date following a fifteen-day filing period with the FCC. The Telephone Company will inform the customer in writing upon filing of such contract tariffs.

(12) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on April 1, 2015 and end on June 30, 2015; (2) Plan Year 2 shall commence on July 1, 2015 and end on June 30, 2016; and (3) Plan Year 3 shall commence on July 1, 2016 and end on June 30, 2017.

(13) **Quarter** shall mean either of the following periods, as applicable: (i) the first (1st) Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last calendar day of the second month after the month in which the first date occurs (i.e., approximately ninety (90) days thereafter); or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last calendar day of the second month after the month in which the first day occurs (with Plan Year 1 having only two Quarters as indicated under the definition of "Plan Year" preceding). (N)

(x) Issued under authority of Special Permission No. 15-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(14) **Qualifying TDM Base Credit Revenues** shall mean Qualifying Monthly Recurring Charges, as defined in Section (F) following, billed to Customer under the ACNAs provided to the Telephone Company under Section (C) following, for Qualifying TDM Base Credit Services under this tariff and FCC 11, FCC 14 and FCC 16, with respect to a particular time period for purposes of determining whether Customer qualifies for the Price Flex Base Credit and calculating any such credit earned. (x)

(15) **Qualifying TDM Base Credit Services** shall mean Special Access Voice Grade Services, Special Access DDS Services, Special Access DS1 Services, Special Access DS3 Services, and SwA Direct Trunked Transport Services.

(16) **Service Period** shall have the meaning set forth in Section (D) following.

(17) **Special Access Voice Grade Services** shall mean Voice Grade Services as described in Section 7.2.3 of this tariff, Section 7.2.3 of FCC 11, Section 5.2.1 of FCC 14 and Section 7.5 of FCC 16. (x) (x)

(18) **Special Access DDS Services** shall mean Digital Data Services as described in Section 7.2.8 of this tariff, Sections 7.2.8 and 7.2.11 of FCC 11, Section 5.2.9 of FCC 14, and Section 7.10 of FCC 16. (x) (x) (x)

(19) **Special Access DS1 Services** shall mean DS1 Services of 1.544 Mbps bandwidth, as described in Section 7.2.9 of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16. (x) (x)

(20) **Special Access DS3 Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 7.2.9 of this tariff, Section 7.2.9 of FCC 11, Section 5.3.6 of FCC 14, and Section 7.11.1 of FCC 16. (x) (x)

(21) **SwA Direct Trunked Transport Services** shall mean transport services as described in Section 6.1.2(A)(2) of this tariff, Section 6.1.3(A) of FCC 11, Section 4.2.3(C) of FCC 14, and Section 6.5.2(C) of FCC 16. (x) (N) (x)

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21. Contract Tariffs (Cont'd)
21.69 Contract Tariff Option 68 (Cont'd)
(C) Eligibility for Benefits (N)

Customer must meet all of the following criteria in order to be eligible for Option 68. In this Option 68, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000).

(1) The customer must subscribe to Option 68 in a manner designated by the Telephone Company no later than fifteen (15) days following the Effective Date. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 68. Subscription to Option 68 shall be an automatic subscription to Option 68 of FCC 11 and (x)
Option 37 of FCC 14. (x)

(2) For the full calendar month prior to the Effective Date, the customer must have achieved a minimum of $10M in aggregate monthly billed recurring charges for Special Access Voice Grade Services, Special Access DDS Services, Special Access DS1 Services, and Special Access DS3 Services purchased by customer from Telephone Company (**Eligibility Minimum Monthly Revenue**).

(3) The percentage of revenues included in Eligibility Minimum Monthly Revenue billed to a subsidiary or Affiliate of the customer that is a provider of mobile wireless telecommunications services must be no more than fifty percent (50%).

(4) Customer must be concurrently subscribed as of the Effective Date to one or more of, and must remain concurrently subscribed during the Service Period, to one or more of, the following plans or their equivalents if these plans cease to be offered under the applicable tariffs: the Commitment Discount Plan (**CDP**) (Section 25.1 of this tariff and FCC 11); the National (x)
Discount Plan (**NDP**) (Section 25.3 of this tariff, Section 25.2 (x)
of FCC 11, Section 23.1 of FCC 14, and Section 22.1 of FCC 16); (x)
Term Pricing Plan (**TPP**) (Section 7.4.17 of this tariff and (x)
Section 7.2.1(G) of FCC 16); and Term Volume Plan (**TVP**) (Section (x)
5.6.14 of FCC 14)(**Existing Plans**). For the avoidance of any (x)
doubt, at any time during the Service Period, Customer may elect to terminate its subscription to any of the Existing Plans and subscribe to a different Existing Plan.

(5) Customer may not be subscribed, at any time during the Service Period, to any other contract tariff option contained in this tariff or in FCC 11 or FCC 14. Any contract tariff options to (x)
which customer is subscribed immediately prior to the Effective Date under this tariff, FCC 11 or FCC 14 shall be deemed (x)
terminated as of the day that is one day prior to the Effective Date, with no further action by either the customer or the Telephone Company to effectuate such termination. (N)

(x) Issued under authority of Special Permission No. 15-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(C) Eligibility for Benefits (Cont'd)

(6) During the Service Period, in order to receive any Price Flex Base Credits, SPA DS1 Flat Rate Credits, or TDM Shortfall Credits, Customer must achieve the required amounts of Qualifying TDM Base Credit Revenues and DS1 Billed Units as described in more detail in Sections (G), (H) and (I) following.

(D) Service Period

The Service Period of Option 68 shall be the period commencing on the Effective Date and ending on June 30, 2017.

(E) Serving Area

The Billing Credits (to the extent any are earned by Customer) will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable law. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. (x) Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the Tariffs) that occur during the Service Period of this Option 68 will automatically apply. For the avoidance of doubt, no Billing Credits will be provided in the operating territories of FCC 16. (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following, as well as other terms of this Option 68 (including Section (L), Disputes, following), **Qualifying Monthly Recurring Charges** include total monthly recurring charges (**MRCs**) billed to Customer with respect to a particular service for a particular timeframe. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list being illustrative only):

(1) Any NRCs, surcharges, taxes, late payment charges, credits, fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, and any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period;

(2) Taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(3) Service or administrative fees or charges imposed by the Telephone Company (e.g., interest charges, late payment charges); (N)

(x) Issued under authority of Special Permission No. 15-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(F) Qualifying Monthly Recurring Charges (Cont'd)

(4) Any amount that appears in the "Other Charges and Credits" section of the Telephone Company's invoice (other than a backbilled MRC of greater than $50,000 on a particular invoice) for which the billed charges would have been Qualifying Monthly Recurring Charges had the charges been billed in the appropriate billing period within the Service Period. For the purposes of this Section (F)(4), the term "invoice" shall mean the aggregate of all billing in invoices issued by the Telephone Company to Customer for Qualifying TDM Base Credit Services under the ACNAs included with Customer's subscription to this Option 68 in any calendar month;

(5) Any amount for which payment is being withheld by Customer or that is otherwise a Disputed Charge; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount credited to Customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the Quarter in which the Telephone Company issues such credit; and

(6) Shortfall or overage charges associated with term plan true-ups (e.g., for failure to satisfy commitment levels).

(G) Price Flex Base Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 68, at the end of each Quarter of the Service Period, the Telephone Company will determine whether Customer qualifies to receive a Price Flex Base Credit based on Steps 1 through 3 set forth following. If Customer satisfies all applicable requirements to receive the Price Flex Base Credit for a particular Quarter, then the Telephone Company will apply such credit to one or more of Customer's applicable special access billing accounts within ninety (90) days after the end of the applicable Quarter. All calculations under this Section (G) shall take account of any adjustments resulting from Section (L)(3) (Treatment of Remedial Billing Credits) following.

(**Step 1**) The Telephone Company will calculate the Qualifying TDM Base Credit Revenues for the Quarter.

(**Step 2**) Using the Price Flex Base Credit Table 1 following, the Telephone Company will determine which TDM Base Credit Percentage corresponds to the Qualifying TDM Base Credit Revenues that Customer achieved for that Quarter. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd)

(G) Price Flex Base Credit (Cont'd) (N)

Price Flex Base Credit Table 1

Minimum Qualifying TDM Base Credit Revenue	Maximum Qualifying TDM Base Credit Revenue	TDM Base Credit Percentage
$0	$32.99M	0.0%
$33.00M	$33.89M	1.0%
$33.90M	$34.79M	2.0%
$34.80M	$35.39M	3.0%
$35.40M	$35.99M	3.7%
$36.00M	$36.59M	4.4%
$36.60M	$37.19M	5.1%
$37.20M	$37.79M	5.8%
$37.80M	$38.39M	7.00%
$38.40M	$38.99M	8.00%
$39.00M	$39.59M	9.00%
$39.60M	$40.19M	10.00%
$40.20M	+	11.00%

(**Step 3**) The Price Flex Base Credit shall be equal to the Qualifying TDM Base Credit Percentage identified in Step 2 times the TDM Base Credit Revenues for the applicable Quarter.

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 68, at the end of each Quarter of the Service Period, the Telephone Company will determine whether Customer qualifies to receive a volume discount, applied using the SPA DS1 Flat Rate Credit, based on the following provisions, subject to the annual true-up described following. For the avoidance of any doubt, before reaching a determination of whether Customer qualifies for the SPA DS1 Flat Rate Credit under Sections (H)(1), (H)(2) and (H)(3) following, Customer must first satisfy the threshold requirements set forth in Section (H)(4) following. All calculations under Section (H) shall take account of any adjustments resulting from Section (L)(3) (Treatment of Remedial Billing Credits) following. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit (Cont'd)

(1) After each Quarter, the Telephone Company shall determine the DS1 Billed Revenue and DS1 Billed Units that Customer achieved for that Quarter. The SPA DS1 Flat Rate Credit will be in an amount equal to the applicable DS1 Billed Revenues for the applicable Quarter minus the applicable flat rate revenue (i.e., "applicable flat rate revenue" means the applicable DS1 Billed Units multiplied by the applicable flat rate for the Plan Year from Table 2 following. If Customer satisfies all applicable requirements to receive the SPA DS1 Flat Rate Credit for a particular Quarter, the Telephone Company shall apply such credit to one or more of Customer's applicable special access billing accounts within ninety (90) days after the end of the applicable Quarter.

SPA DS1 Flat Rate Table 2

Credit Tier	Plan Year 1 SPA DS1 Flat Rate	Plan Year 2 SPA DS1 Flat Rate	Plan Year 3 SPA DS1 Flat Rate
Tier 1	$173.00	$173.00	$173.00
Tier 2	$162.00	$161.00	$160.00

(N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(H) DS1 Volume Discount Rates and Associated SPA DS1 Flat Rate Credit (Cont'd)

(2) Eligibility for Tier 1

If the total volume of DS1 Billed Units that Customer achieved for the Quarter (i.e., the monthly totals added together for a sum) is equal to or greater than ninety thousand (90,000) and less than one hundred five thousand (105,000), then Customer will qualify (subject to meeting all other eligibility requirements) for the DS1 flat rates for Tier 1 in Table 2 preceding.

(3) Eligibility for Tier 2

If the total volume of DS1 Billed Units that Customer achieved for the Quarter (i.e., the monthly totals added together for a sum) is equal to or greater than one hundred five thousand (105,000), then Customer will qualify for the DS1 flat rates for Tier 2 in Table 2 preceding.

(4) In order to qualify for any SPA DS1 Flat Rate Credit in any Quarter under the preceding provisions, Customer must satisfy all of the following conditions (as well as all other eligibility requirements set forth in this Option 68):

(a) Customer must qualify for a discount (i.e., greater than 0%) for the Price Flex Base Credit for that same Quarter; and

(b) As of the end of that same Quarter (i.e., a snapshot view, not a quarterly total), Customer must have had DS1 Billed Units in volumes equal to or greater than thirty thousand (30,000). (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(I) TDM Shortfall Credit

Provided that Customer has satisfied all applicable eligibility requirements and subject to all other terms set forth in this Option 68, at the end of each Plan Year of the Service Period, Customer may qualify to receive a TDM Shortfall Credit as described in this Section (I).

(1) After the end of each Plan Year, the Telephone Company will determine whether Customer achieved a total volume of DS1 Billed Units of at least one hundred five thousand (105,000) in each of the Quarters of that Plan Year (the **TDM Shortfall Credit Threshold**).

(2) If, for a given Plan Year, Customer has met the applicable TDM Shortfall Credit Threshold set forth in Section (I)(1) preceding, then the Telephone Company will determine the total amount that Customer, during that just-completed Plan Year, paid to the Telephone Company in the form of shortfall payments for Special Access DS1 Services under Customer's Existing Plans for CDP, NDP and TVP pursuant to Sections 25.1 and 25.3 of this tariff, Sections 25.1 and 25.2 of FCC 11, and Sections 5.6.14 and 23.1 of FCC 14 (the **Total Annual Shortfall Payment**). The Telephone Company will issue a credit (**TDM Shortfall Credit**) in an amount equal to the lesser of: (i) the Total Annual Shortfall Payment and (ii) Two Million and 00/100 U.S. Dollars ($2,000,000). (x) (x) (N)

(x) Issued under authority of Special Permission No. 15-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(I) TDM Shortfall Credit (Cont'd)

(3) If Customer did not meet the applicable TDM Shortfall Credit Threshold with respect to each Quarter of a given Plan Year, or did not pay any CDP, NDP or TVP shortfall payments to the Telephone Company during that Plan Year as described in Section (I)(2) preceding, then Customer will not receive a TDM Shortfall Credit for that Plan Year. If Customer receives a TDM Shortfall Credit for a given Plan Year, Customer may not thereafter dispute or receive a refund of any shortfall payments that were paid during the Plan Year for which Customer received a TDM Shortfall Credit. Once the Telephone Company issues a TDM Shortfall Credit, Customer may not later dispute the amount of such credit.

(J) One-Time DS1 Performance Credit

If, as of the Effective Date, Customer has achieved a total of thirty-five thousand (35,000) DS1 Billed Units, then the Telephone Company, no later than sixty (60) days after the Effective Date, will provide Customer with a one-time billing credit equal to Three Million Seven-Hundred Fifty Thousand and 00/100 U.S. Dollars ($3,750,000) (**One-Time DS1 Performance Credit**). Customer will determine and communicate to the Telephone Company within fifteen (15) days after the Effective Date the special access billing account on which Customer wishes the credit to appear. The One-Time DS1 Performance Credit is a single credit provided for Customer's collective subscription to this Option 68, Option 68 of FCC 11, and Option 37 of FCC 14 (i.e., Customer may not receive a One-Time DS1 Performance Credit under more than one of the three Options). (x)

(K) Excessive DS1 Mileage Surcharge

At the end of each Quarter of the Service Period, the Telephone Company will follow the steps set forth below to calculate the **Excessive DS1 Mileage Surcharge** that Customer will owe for that Quarter:

(**Step 1**) The Telephone Company will calculate the DS1 Average Mileage as defined in Section (B) preceding.

(**Step 2**) Divide the DS1 Average Mileage from Step 1 by the Baseline DS1 Average Mileage to determine the ratio of DS1 Average Mileage to the Baseline DS1 Average Mileage (**Baseline DS1 Mileage Ratio**).

(**Step 3**) Using Table 3 following, the Telephone Company will determine what DS1 Mileage Surcharge Percent applies based on the Baseline DS1 Mileage Ratio calculated in Step 2. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(K) Excessive DS1 Mileage Surcharge (Cont'd)

Table 3 DS1 Mileage Surcharge Table

Minimum Baseline DS1 Mileage Ratio	Maximum Baseline DS1 Mileage Ratio	DS1 Mileage Surcharge Percent
0	1.39	0.00%
1.40	1.59	10.00%
1.60	1.79	15.00%
1.80	1.99	20.00%
2.00	+	25.00%

(**Step 4**) The Excessive DS1 Mileage Surcharge for the Quarter shall be calculated by multiplying (i) the SPA DS1 Flat Rate Credit earned during that Quarter under Section (H) preceding times (ii) the DS1 Mileage Surcharge Percent identified in Step 3.

(**Step 5**) If the Excessive DS1 Mileage Surcharge is greater than $0, the Telephone Company, within ninety (90) days after the Quarter for which the Excessive DS1 Mileage Surcharge is owed, will apply the Excessive DS1 Mileage Surcharge by issuing a debit(s) (**Excessive DS1 Mileage Surcharge Debits**) to one or more of Customer's applicable special access billing accounts.

Example 1: Assume that Customer's DS1 Average Mileage achieved for Quarter 2 of Plan Year 1 is 4.9 miles and the SPA DS1 Flat Rate Credit achieved for that same Quarter is $1.30M. The Baseline DS1 Mileage Ratio is 1.02. The Excessive DS1 Mileage Surcharge is $0 ($1.3M x 0.00% = $0).

Example 2: Assume that Customer's DS1 Average Mileage achieved for Quarter 3 of Plan Year 2 is 7.0 miles and the SPA DS1 Flat Rate Credit achieved for that same Quarter is $1.60M. The Baseline DS1 Mileage Ratio is 1.46. The Excessive DS1 Mileage Surcharge is $0.16M ($1.6M x 10.00% = $0.16M). (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(L) Disputes

Notwithstanding any other provision of this Option 68, the Telephone Company's calculation of the Billing Credits and Excessive DS1 Mileage Surcharges under this Option 68 shall be subject to the following additional requirements (as well as all other terms of this Option 68):

(1) For the purposes of calculating the Price Flex Base Credit and the SPA DS1 Flat Rate Credit, the Telephone Company shall not include any credits or debits for Services provided during any periods prior to the Effective Date (regardless of whether such credits or debits were the result of a valid dispute by Customer or were the result of a billing error by the Telephone Company).

(2) Customer agrees to undertake a good faith effort to review, within forty-five (45) calendar days of receipt, each bill from the Telephone Company that includes amounts to be included in Qualifying Monthly Recurring Charges and, at such time that Customer determines there is a dispute, to promptly raise the dispute with the Telephone Company. For the avoidance of any doubt, Customer is not obligated or required to raise billing disputes within forty-five (45) calendar days of receipt of a bill.

(3) Treatment of Remedial Billing Credits

(a) In the event that (i) Customer disputes charges that it believes were improperly billed for Services billed in prior Quarters, (ii) any such disputed charges were included as Qualifying Monthly Recurring Charges for purposes of calculating any Price Flex Base Credits or SPA DS1 Flat Rate Credits under this Option 68, and (iii) the Telephone Company honors all or a portion of the dispute in favor of Customer, then any billing credit issued by the Telephone Company to remedy the dispute (**Remedial Billing Credit**) shall be included as an offset to Qualifying Monthly Recurring Charges for the purpose of calculating the Price Flex Base Credits and SPA DS1 Flat Rate Credits for the Quarter in which such Remedial Billing Credit is issued by the Telephone Company. For the avoidance of any doubt, if a Remedial Billing Credit results in Customer falling below the Minimum Qualifying TDM Base Credit Revenue necessary to qualify for a Price Flex Base Credit, but for which Customer would have otherwise qualified for a Price Flex Base Credit for each Quarter to which the underlying dispute is attributable, Customer will still qualify for the SPA DS1 Flat Rate Credit if all other requirements have been met to do so for the Quarter in which the Remedial Billing Credit is offset against Qualifying Monthly Recurring Charges; provided, however that any (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(L) Disputes (Cont'd)

(3) Treatment of Remedial Billing Credits (Cont'd)

(a) (Cont'd)

Remedial Billing Credit relating to DS1 Billed Revenues will be included as an offset to DS1 Billed Revenue for purposes of calculating the SPA DS1 Flat Rate Credit (and thus could cause Customer to be ineligible for the SPA DS1 Flat Rate Credit). For the avoidance of any doubt, if the Telephone Company offsets a Remedial Billing Credit against Billed DS1 Revenue set forth above, such offsetting shall not result in any adjustment to any Excessive DS1 Mileage Surcharge assessed with respect to any previous Quarter, but such offsetting will affect the Excessive DS1 Mileage Surcharge for the then current Quarter insofar as the Excessive DS1 Mileage Surcharge calculation is, as set forth in Section (K) above, based in part on the amount of the SPA DS1 Flat Rate credit (which in turn is based in part on DS1 Billed Revenues) for the then current Quarter.

(b) The provisions set forth in Section (L)(3)(a) preceding apply in cases where Customer disputes charges up to six (6) months after the end of the Service Period. In the event of any such disputes, any Remedial Billing Credit that the Telephone Company issues shall be included as an offset to Qualifying Monthly Recurring Charges for the last Quarter of the Service Period for the purpose of calculating the Price Flex Base Credits and SPA DS1 Flat Rate Credits for the last Quarter of the Service Period. To the extent the inclusion of the Remedial Billing Credit produces a lower Price Flex Base Credit or SPA DS1 Flat Rate Credit (or disqualifies Customer from either or both of such credits) for the last Quarter of the Service Period, the Telephone Company will issue a debit in an amount equal to (i) the Price Flex Base Credit and SPA DS1 Flat Rate Credit actually provided by the Telephone Company for the last Quarter of the Service Period minus (ii) the Price Flex Base Credit and SPA DS1 Flat Rate Credit (if any, in either case) due to Customer once the Remedial Billing Credit is included as an offset to the Qualifying Monthly Recurring Charges for the last Quarter of the Service Period. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(L) Disputes (Cont'd)

(4) The Price Flex Base Credits and SPA DS1 Flat Rate Credits, as determined by the Telephone Company and agreed to by Customer, and the Excessive DS1 Mileage Surcharge are not subject to dispute after being issued by the Telephone Company, regardless of the outcome of any Disputed Charges; provided, however, that the foregoing prohibition against disputes shall not be deemed (i) to preclude any adjustment pursuant to Section (L)(3) preceding; or (ii) to apply in a situation where the Telephone Company applies a Price Flex Base Credit or SPA DS1 Flat Rate Credit that does not match the mutually agreed upon credit amount. For the avoidance of any doubt, the Telephone Company will not issue any Price Flex Base Credits or SPA DS1 Flat Rate Credits until the applicable credit amount is agreed to by Customer.

(5) In no event shall the Telephone Company be subject to any late payment, interest or penalty with respect to any Billing Credits.

(M) Termination and Termination Liability

(1) Subject to the terms set forth in this Section (M), Customer may terminate this Option 68 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination. Termination of less than all of the Contract Tariff options (i.e., terminations of Option 68 of this tariff, or Option 68 of FCC 11, or Option 37 of FCC 14) shall be deemed to be an automatic termination of all contract tariff options. All obligations under the tariffs with respect to the Services shall continue to apply. (x)

(2) In the event of a termination by Customer under Section (M)(1) preceding, or a termination by the Telephone Company under Section (N)(2) following, Customer shall be liable for payment of termination liability to be calculated as follows:

(a) Termination During Plan Years 1 or 2:

(i) Customer shall receive no further Billing Credits for the Plan Year in which termination occurs;
(ii) Customer must return one hundred percent (100%) of all Billing Credits (which, for the avoidance of any doubt includes the One-Time DS1 Performance Credit) previously received at any time under Option 68; and
(iii) Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs. (N)

(x) Issued under authority of Special Permission No. 15-001 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(M) Termination and Termination Liability (Cont'd)

(2) (Cont'd)

(b) Termination During Plan Year 3:

(i) Customer shall receive Price Flex Base Credits and SPA DS1 Flat Rate Credits of zero dollars ($0) for Plan Year 3 (including, by way of example, that Customer must repay to the Telephone Company any Price Flex Base Credits and SPA DS1 Flat Rate Credits already received in that Plan Year);
(ii) Customer must return fifty percent (50%) of any Price Flex Base Credits and SPA DS1 Flat Rate Credits received for Plan Year 2;
(iii) Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs.

Any termination liability payment owed by Customer under any of the preceding provisions shall be due and payable by Customer to the Telephone Company no later than sixty (60) days after the termination date.

(3) The Customer and the Telephone Company, by mutual written agreement in their sole discretion, may terminate this Option 68. Except as otherwise mutually agreed in writing by Customer and the Telephone Company: (i) any termination under this Section (M)(3) in Plan Year 1 shall be effective as of the Effective Date, and Customer shall not be eligible for any Billing Credits, including the One-Time DS1 Performance Credit, for Plan Year 1; (ii) if the termination under this Section (M)(3) is in Plan Years 2 through 3, such termination shall be effective as of the end of the Plan Year preceding the termination, and the Customer shall be entitled to all Billing Credits earned for the Plan Year preceding the termination, but shall not be eligible for any Billing Credits for any period of time after the end of such Plan Year; and (iii) regardless of the Plan Year in which the termination occurs, Customer shall not receive any refunds or credits with respect to any Excessive DS1 Mileage Surcharges owed for any previous Quarters, but Customer shall not be responsible for any Excessive DS1 Mileage Surcharge with respect to the Quarter in which termination occurs. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd)

(N) Mergers and Acquisitions of Customer (N)

(1) In the event that after the Effective Date, Customer or its direct or indirect parent company merges with another company, acquires a company or a portion of the business of another company (including, by way of example, acquisition of any ACNAs other than those submitted with Customer's subscription to Option 68), becomes an Affiliate of another company, or is acquired in whole or in part by another company, the terms and conditions set forth in this Section (N) will apply in addition to all other terms and conditions set forth in this Option 68. Customer may not combine or include any DS1 Billed Revenues, DS1 Billed Units, DS1 Mileage, DS1 Units, Qualifying TDM Base Credit Revenues, or Qualifying Monthly Recurring Charges from the merged, acquiring, or acquired company, or from the assets of such merged, acquiring, or acquired company, for any purposes hereunder.

(2) Except where the Customer and the Telephone Company elect otherwise pursuant to Section (N)(3) following, Customer's DS1 Billed Revenues, DS1 Billed Units, DS1 Mileage, DS1 Units, Qualifying TDM Base Credit Revenues, and Qualifying Monthly Recurring Charges shall be calculated based on Customer's business and revenue with the Telephone Company using the ACNAs submitted with Customer's subscription to this Option 68, without adding any revenues, units, DS1 Mileage, and/or ACNAs attributable to expansion of Customer's purchase of any services from the Telephone Company through merger, transfer, assignment, or acquisition. If Customer violates the provisions of this Section (N)(2), then the Telephone Company may terminate Option 68 without liability upon written notice to Customer. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(N) Mergers and Acquisitions of Customer (Cont'd)

(3) In lieu of excluding the acquired business, revenue, DS1 Mileage, units, and the like as described in Section (N)(2) preceding, the Customer and the Telephone Company, in order to reflect the impact of mergers, acquisitions, divestitures or other transactions described in Section (N)(1) preceding, may in their sole discretion mutually agree in writing to make proportionate adjustments to Customer's Baseline DS1 Average Mileage, the amounts and/or percentages set forth in Table 1 (Price Flex Base Credit Table) in Section (G) preceding, and/or the volume of DS1 Billed Units required for Customer to receive the Tier 1 or Tier 2 rates set forth in Table 2 (SPA DS1 Flat Rate Table) of Section (H) preceding. For the avoidance of any doubt, no revenue, units or DS1 Mileage of the acquired business shall be included in the calculation of the Price Flex Base Credit or SPA DS1 Flat Rate Credit for any period prior to the effective date to which the parties mutually agree in writing.

(4) Customer shall provide the Telephone Company written notice no later than twenty (20) business days after filing any request with the FCC for approval of a transaction that is the subject of Section (N)(1) and, to the extent provided in writing publicly by the date of such notice, shall include a good faith estimate of the expected close date so that Customer and the Telephone Company can assess and implement their associated rights and obligations under this Option 68. Once the transaction closes, Customer shall further notify the Telephone Company of such closing within thirty (30) days after such closing occurs. Under no circumstance shall this Section (N) require Customer to provide the Telephone Company written notice of mergers solely between Customer entities holding, as of the Effective Date, the ACNAs submitted with Customer's subscription to this Option 68, such as Customer's internal merging of legal entities. For the avoidance of any doubt, the above reference to notice following an FCC filing affects only the notice that Customer is required to provide under this Section (N)(4), and does not alter application of the substantive provisions set forth in Sections (N)(1) through (N)(3) (e.g., prohibition against including acquired business, revenue, units and the like as described in Sections (N)(1) and (N)(2)) to transactions that are not subject to an FCC filing. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(O) Sale of Telephone Company Telephone Operating Company

(1) If some or all of the assets or stock of a Telephone Company Operating Telephone Company that provides DS1 Units are acquired by an unaffiliated third party during the Service Period, then effective with the closing of such transaction, the Telephone Company will make proportionate adjustments to Customer's DS1 Billed Revenues, DS1 Billed Units, DS1 Units, Qualifying TDM Base Credit Revenues, Qualifying Monthly Recurring Charges, or Baseline DS1 Average Mileage, the amounts and/or percentages set forth in Table 1 (Price Flex Base Credit Table) in Section (G) preceding, and/or the volume of DS1 Billed Units required for Customer to receive the Tier 1 or Tier 2 rates set forth in Table 2 (SPA DS1 Flat Rate Table) of Section (H) preceding. For the avoidance of any doubt, no such adjustments shall apply to any period prior to the effective date of the closing of such acquisition transaction.

(2) If the Telephone Company acquires another company (or portion thereof) that provides any services similar to DS1 Units, the Customer and the Telephone Company may mutually agree in writing to adjust any of the items described in Section (O)(1) preceding and DS1 Mileage on a proportionate basis to account for Customer's purchases from the acquired company (or portion thereof). For the avoidance of any doubt, no Customer purchases from the acquired company (or portion thereof) shall be included in DS1 Billed Revenues, DS1 Billed Units, DS1 Mileage, or Qualifying TDM Base Credit Revenues for any period prior to the effective date for such inclusion to which the Customer and the Telephone Company mutually agree in writing. (N)

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21. Contract Tariffs (Cont'd)

21.69 Contract Tariff Option 68 (Cont'd) (N)

(P) Orders for Unbundled Network Elements

(1) Customer, as a material condition of the Telephone Company's offering the Billing Credits described in this Option 68, agrees that during the Service Period it may not submit orders for any of the following unbundled network elements (UNEs) that the Telephone Company offers: (i) UNE DS1 loops; (ii) UNE DS1 dedicated transport; (iii) any combination of any of the foregoing UNEs (which combinations are sometimes referred to as **Enhanced Extended Loops** or **EELs** or (iv) any of the foregoing UNEs commingled with special access services or other services ((i), (ii), (iii) and (iv), collectively **Prohibited UNEs**). The foregoing prohibition includes both orders for new Prohibited UNEs as well as orders for the conversion of special access services to Prohibited UNEs (collectively, **Prohibited UNE Orders**).

(2) Accordingly, the Telephone Company and Customer agree that if either the Telephone Company or Customer discovers any Prohibited UNE Orders submitted during the Service Period, then such discovering party shall notify the other party and Customer, no later than sixty (60) days after either the Telephone Company's or Customer's provision of such notice, shall promptly request conversion of such Prohibited UNEs to a Special Access service. The Telephone Company shall reasonably assist in this effort. The rates applicable to the Special Access service to which a Prohibited UNE is converted shall apply retroactively for the full period during which the Prohibited UNE was billed at UNE rates. For the avoidance of any doubt, no Billing Credits or Excessive DS1 Mileage Surcharge for any past Quarters or Plan Years shall be recalculated as a result of any such conversions of Prohibited UNEs to Special Access services. If Customer fails to submit an order to convert a Prohibited UNE to a Special Access service (**Conversion Order**) within sixty (60) days after notifying the Telephone Company of a Prohibited UNE Order (or, in cases where the Telephone Company discovers a Prohibited UNE Order and notifies Customer, within sixty (60) days after the date on which the Telephone Company provides such notice), then, without limiting Customer's continuing obligation to submit such Conversion Order, the Telephone Company shall have the right (but not the obligation) to submit such Conversion Order on Customer's behalf and take such other steps as necessary to complete the conversion. For the avoidance of any doubt, Customer shall bear the sole responsibility for monitoring its internal ordering processes to ensure that no Prohibited UNE Orders are submitted during the Service Period. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (N)

(A) Scope

Contract Tariff Option 69 (**Option 69**) provides certain Billing Credits, the Initial Credit, ETL Credits and TDM True-Up Credits (as defined in (B) following) on certain services.

(B) Definitions

The following terms are used in this Option 69:

(1) Alternative Tariff Arrangement shall mean collectively any contract tariff option or other tariff arrangement or option offered by the Telephone Company that provides a discount, credit, or other reduction in rates or terms with respect to any Qualifying Services, but shall not include the Commitment Discount Plan (CDP), National Discount Plan (NDP), Service Discount Plan (SDP), or Term Payment Plan (TPP), each as set forth in this tariff and in Tariff F.C.C. No. 11 (FCC11), or their substantial equivalent. (x)

(2) Billing Credits shall mean the applicable Billing Credits as described in Section (G) following.

(3) Billed DS1 Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS1 Service and which are paid by the customer.

(4) Billed DS3 CLF Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS3 CLF Service and which are paid by the customer.

(5) Billed DS3 CLS Service Revenue shall mean the Qualifying Monthly Recurring Charges billed under one of the customer ACNAs provided to the Telephone Company under Section (C)(1) following for Special Access DS3 CLS Service and which are paid by the customer.

(6) Billed Qualifying TDM Service Revenue shall mean the sum of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue and Billed DS3 CLS Service Revenue.

(7) Buy-Up Amount shall mean the applicable Buy-Up Amount as described in Section (O) following. (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(8) Channel Mileage Rate Elements shall mean the Special Access Per Mile Channel Mileage rate elements, as such rate elements are described in this tariff (Section 7.1.2(B)) and FCC11 (Section 7.1.2(B). (x)

(9) Delayed Billing Grace Period shall mean the ninety (90) day period immediately following the end of each of the Plan Years.

(10) Delayed Billing Revenue shall mean customer identified amounts billed during Plan Year 2 or later for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services should have occurred during a preceding Plan Year.

(11) Delayed Billing Preceding Plan Year shall mean the Plan Year immediately preceding the Delayed Billing Grace Period.

(12) Disputed Charges shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by customer.

(13) DS1 Channel Mileage Rate Elements shall mean the Per Mile component of one of the following Universal Service Order Codes (USOCs): 1A5ZS, 1A8ZS, 1J53S, 1J54S, 1L5LS, 1L5XX, 1T58S; provided that such component has a Network Channel (NC) Code of HC (DS1) and is billed as one of the following Classes of Service (COSs): XDH1X, XZH1R, XZH18, XZH1H.

(14) Effective Date and the start of the Service Period shall be June 2, 2015, provided that the contract tariffs are deemed effective on or before June 2, 2015. The Telephone Company will provide information to customer in writing upon filing of such contract tariffs.

(15) Eligible LATAs shall mean LATAs 130, 132, 134, 136, 140 and 228.

(16) ETL Credits shall mean an amount equal to the total amount of Termination Liability charges applicable to customer for termination of any of its Existing Plans.

(17) Force Majeure Event shall mean any event beyond the reasonable control of the Telephone Company or the customer, whether reasonably foreseeable or not, including, by way of example, an act of God; fire; flood; shortages or unavailability of facilities, equipment, software, or other materials; lack of or delay in transportation; laws, rules, regulations or restrictions; war, acts of terrorism, civil disorder, strikes, or other labor disputes. Force Majeure Events shall include all force majeure events declared by the Telephone Company. (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(18) Plan Year shall mean each of the following periods during the Service Period: (1) Plan Year 1 (PY1) shall commence on the Effective Date and end on December 31 2015; (2) Plan Year 2 (PY2) shall commence on January 1, 2016 and end on December 31, 2016; (3) Plan Year 3 (PY3) shall commence on January 1, 2017 and end on December 31, 2017.

(19) Qualifying Monthly Recurring Charges shall have the meaning as described in Section (F) following.

(20) Qualifying TDM Service shall mean Special Access DS1 Service, Special Access DS3 CLF Service and Special Access DS3 CLS Service.

(21) Qualifying TDM Services Annual Revenue Commitment shall mean the annual minimum required Billed Qualifying TDM Service Revenue and shall be equal to $7.6M for PY1, $13.0M for PY2, and $13.0M for PY3.

(22) Regulatory Change shall mean any legislative, regulatory, judicial, or other governmental decision, order, determination, complaint (whether formal or informal) or action or any change in applicable laws which affects any term of condition of this Option 69, or otherwise prohibits or interferes with the Telephone Company's ability to offer the Services, or prohibits or interferes with the Telephone Company's ability to perform its obligations under this Option 69. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(23) Regulatory Termination shall mean the termination or withdrawal of this Option 69 as a result of a Regulatory Change as defined in Section (B)(22) preceding.

(24) Service Period shall have the meaning set forth in Section (D) following.

(25) Special Access DS1 Service shall mean DS1 Service of 1.544 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC11 (Section 7.2.9). (x) (x)

(26) Special Access DS3 CLF Service shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC11 (Section 7.2.9) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 967 T3Z PITBPADTHPE PITBPADTK18). (x)

(27) Special Access DS3 CLS Service shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9) and FCC11 (Section 7.2.9) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 95.HFGS.634683..NE). (x)

(28) TDM True-Up Credits shall mean the applicable TDM True-Up Credits as described in Section (I) following.

(29) Initial Credit shall mean a credit of $120K as described in Section (G) following. (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)
(C) Eligibility (N)

Customer must meet all of the criteria set forth in this Section (C) in order to be eligible to receive the rates, terms, and conditions under this Option 69. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $10M shall mean $10,000,000.00), and all references to amounts represented in dollars followed by the letter "K" shall refer to such number in thousands (e.g., $10K shall mean $10,000.00).

(1) The customer must subscribe to Option 69 in a manner designated by the Telephone Company no later than fifteen (15) days following the Effective Date. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 69. Subscription to Option 69 shall be an automatic subscription to Option 69 of FCC 11. (x)

(2) As of the Effective Date, customer must:

(a) have been billed a minimum of $24.0M of Billed Qualifying TDM Service Revenue in calendar year 2014;
(b) be subscribed to the Commitment Discount Plan (this tariff and FCC11, Section 25.1) (collectively, Existing Plans); and (x)
(c) not have been required in connection with the most recent true-up to pay any shortfall payments or penalties as a result of a failure to maintain volume commitments, under any of the Existing Plans.

(3) The percentage of revenues included in Qualifying TDM Services billed to a subsidiary or affiliate of customer that is a provider of mobile wireless telecommunications services must be no more than fifty percent (50%).

(4) Except for the Existing Plans, customer may not be subscribed, either immediately prior to the Effective Date or any time during the Service Period, to any other contract tariff option contained in this tariff or FCC11. (x)

(5) Except for Existing Plans, customer may not concurrently subscribe to an Alternative Tariff Arrangement that provides discounts, credits or other reductions in rates or terms based on billed revenue. If customer subscribes to such an Alternative Tariff Arrangement, then customer shall not receive any Billing Credits, ETL Credits, Initial Credit, or TDM True-Up Credits under this Option 69, and such subscription shall be considered a termination by customer of this Option 69, subject to Section (N) following. (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(D) Service Period

The Service Period of Option 69 shall commence on the Effective Date and end on December 31, 2017, unless this Option 69 is earlier terminated.

(E) Serving Area

The Discounted Mileage Rate, Billing Credits, ETL Credits, TDM True-up Credits, if applicable, will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable laws. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff and Section 15.3 of FCC 11. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the Tariffs) that occur during the Service Period of this Option 69 will automatically apply. (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following, as well as other terms of this Option 69 (including Section (J), Disputes, following), **Qualifying Monthly Recurring Charges** include total monthly recurring charges (**MRCs**) billed to customer by the Telephone Company with respect to a particular Qualifying TDM Service for a particular Plan Year. Except as otherwise provided in Section (J), Disputes, Qualifying Monthly Recurring Charges shall include any Delayed Billing Revenue applicable to Qualifying TDM Service for a particular Plan Year. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list being illustrative only):

(1) Charges for special construction;
(2) Nonrecurring charges, surcharges, interest, late payment charges, and credits provided under this Option 69
(3) Fractional debit/credit amounts, adjustments or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Plan Year of the Service Period;
(4) Taxes, fees, surcharges, charges or other tax-like amounts imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
(5) Service or administrative fees or charges (e.g., interest penalty, late payment penalty); (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(F) Qualifying Monthly Recurring Charges (Cont'd)

(6) Any other billed amount for which payment is being withheld or disputed by the customer; provided, however, that billed amounts that are disputed and paid shall be treated as set forth in Section (J), Disputes;

(7) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and

(8) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

(G) Annual Review Process: Billing Credits

Verizon shall determine for Billing Credits as follows:

(1) Plan Year 1

(a) Within sixty (60) days of the Effective Date of this Option 69, the Telephone Company will issue an Initial Credit for $120K (on a mutually agreed BAN).
(b) By April 1, 2016, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 1.
(c) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $7.6M, the Telephone Company shall apply a Billing Credit of $30K to customer's Carrier Access Billing System (CABS) billing (on a mutually agreed BAN) by no later than one hundred twenty (120) days following the end of Plan Year 1.
(d) Subject to Section (N) following, if the customer's Billed Qualifying TDM Service Revenue is less than $7.6M for Plan Year 1, this Option 69 shall immediately terminate.

(2) Plan Year 2

(a) By April 1, 2017, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 2.
(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $13.0M, the Telephone Company shall apply a Billing Credit of $100K to customer's CABS billing (on a mutually agreed BAN) by no later than one hundred twenty (120) days following the end of Plan Year 2.
(c) Subject to Section (N) following, if the customer's Billed Qualifying TDM Service Revenue is less than $13.0M for Plan Year 2, this Option 69 shall immediately terminate. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)
(G) Annual Review: Billing Credits (Cont'd) (N)

(3) Plan Year 3

(a) By April 1, 2018, the Telephone Company shall calculate the customer's Billed Qualifying TDM Service Revenue for Plan Year 3.
(b) If the customer's Billed Qualifying TDM Service Revenue is equal to or greater than $13.0M, the Telephone Company shall apply a Billing Credit of $100K to Customer's CABS billing (on a BAN to be designated by the customer) by no later than one hundred twenty (120) days following the end of Plan Year 3.
(c) Subject to Section (N) following, if the Customer's Billed Qualifying TDM Service Revenue is less than $13.0M this Option 69 shall be deemed to have terminated at the end of Plan Year 3.

(H) Force Majeure Adjustment

In the event (a) a Force Majeure Event occurs; (b) the Telephone Company ceases to offer or materially reduces the availability of a Qualifying TDM Service; or (c) installation intervals for Qualifying TDM Service are, for a period of time, on average, three times or more the length of the Telephone Company's standard installation interval for such Service, the Telephone Company and customer shall promptly meet and discuss in good faith, what, if any, "Revenue Credits" should be recognized to offset the impact of (a), (b), and (c) above, on customer. Such mutually agreed Revenue Credits, if any, shall be used as Billed Qualifying TDM Service Revenue solely for the purpose of determining whether customer has satisfied the Qualifying TDM Services Annual Revenue Commitment in the pertinent Plan Year as if they were Qualifying MRCs. In no event shall Revenue Credits be used to calculate Billing Credits in any Plan Year.

(I) TDM True-Up Credits

Provided that customer has satisfied all applicable eligibility requirements set forth in Section (C) preceding and has not terminated this Option 69, customer may qualify to receive TDM True-Up Credits as described in this Section (I).

(1) As a result of the calculations performed during the true-up process for Special Access DS1 Services, Special Access DS3 CLF Services, and Special Access DS3 CLS Services under customer's Existing Plans, the Telephone Company will determine whether the customer is subject to either a Shortfall Adjustment or Charge-Up Adjustment. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)
(I) TDM True-Up Credits (Cont'd) (N)

(2) If customer has not terminated Option 69 and is billed a Shortfall Adjustment or Charge-Up Adjustment (the "CDP Billing Adjustment") as a result of its true-up process for Special Access DS1 Services, Special Access DS3 CLF Services, and Special Access DS3 CLS Services under customer's Existing Plans, then the Telephone Company will determine the total amount of the CDP Billing Adjustment that the Telephone Company billed to customer for that same specific true-up period. The Telephone Company will issue a credit ("TDM True-Up Credit") in an amount equal to the CDP Billing Adjustment for that same specific true-up period.

(3) If customer has no CDP Billing Adjustment for a specific true-up period, then customer will not receive a TDM True-Up Credit for that specific true-up period.

(4) If customer receives a TDM True-Up Credit for a specific true-up period, customer may not thereafter dispute the CDP Billing Adjustment or any part thereof or receive a refund of the CDP Billing Adjustment or any part thereof. Once the Telephone Company issues a TDM True-Up Credit, neither the Telephone Company nor customer may later dispute the amount of such TDM True-Up Credit.

(J) Disputes

Notwithstanding any other provisions of this Option 69, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue under this Option 69 shall be subject to the following additional requirements (as well as all other terms of this Option 69):

(1) The Telephone Company shall not include in the calculation of the customer's Billed Qualifying TDM Service Revenue any amounts which are unpaid and/or disputed by customer as of the ninetieth (90th) day following the applicable Plan Year.

(2) If any portion of an amount invoiced to customer under this Option 69 is subject to a good faith dispute between the parties, customer shall give written notice to the Telephone Company of the amounts it disputes ("Disputed Charges") through the Telephone Company dispute submission process and include in such notice the specific details and reasons for disputing each item. Customer shall pay on or before the due date all undisputed charges.

(3) If the Telephone Company denies a dispute submitted by customer, customer shall have thirty (30) days by which either to pay the Disputed Charges or escalate the dispute in accordance with the Telephone Company's dispute submission process. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(J) Disputes (Cont'd)

(4) Charges due to the Telephone Company that are not paid on or before the due date shall be subject to a late payment charge as set forth in Section 2.4.1 preceding.

(5) If customer disputes, in good faith, Qualifying MRCs, but nonetheless pays such Qualifying MRCs, such payment shall constitute Billed Qualifying TDM Service Revenue when received by the Telephone Company for the limited purposes set forth in this Section (J)(5). Such disputed, but nonetheless paid, amounts shall be used solely for the purpose of determining whether customer has satisfied the Qualifying TDM Service Annual Revenue Commitment in the Plan Year in which such disputed amounts were paid. In no event shall such paid disputed amounts be used for the purposes of calculating Billing Credits until such time as the dispute is resolved in favor of the Telephone Company or withdrawn by customer. Such Billing Credit calculation shall occur in the Plan Year in which the dispute is resolved or withdrawn.

(6) Delayed Billing

(a) If, during a period of ninety (90) days after the end of an applicable Plan Year ("Delayed Billing Grace Period"), customer identifies amounts billed during that Delayed Billing Grace Period for Qualifying TDM Services that, in the ordinary course of the Telephone Company's standard billing practice for the subject Qualifying TDM Services, should have occurred during the immediately preceding Plan Year ("Delayed Billing Preceding Plan Year") of the Service Period, then customer, no later than the end of the Delayed Billing Grace Period, may request in writing that the Telephone Company treat such amounts as Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. For the avoidance of any doubt, an amount may qualify for treatment as Delayed Billing Revenue as described in this Section (J)(6)(a) only if the amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis.

(b) The Telephone Company will verify customer's request and include in the Plan Year calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year any amounts verified as meeting the definition of Delayed Billing Revenue. Any Delayed Billing Revenue used for purposes of calculating the Billed Qualifying TDM Service Revenue for Plan Year shall not be used for purposes of calculating the Plan Year Billed Qualifying TDM Service Revenue for any subsequent Plan Year, nor may it be used to reopen the Billing Credit calculation for any Plan Year prior to the Delayed Billing Preceding Plan Year. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)
(J) Disputes (Cont'd) (N)

(5) Delayed Billing (Cont'd)

(c) If customer wishes to have any Delayed Billing Revenue used for purposes of the Billed Qualifying TDM Service Revenue calculation under Section (G), customer must, within the Delayed Billing Grace Period during which the Delayed Billing Revenue was billed, submit a written request for inclusion of the Delayed Billing Revenue in the calculation of the Billed Qualifying TDM Service Revenue for the Delayed Billing Preceding Plan Year. Subject to Section (J)(5)(d) of this Option 69, if customer does not claim the Delayed Billing Revenue in a written request to the Telephone Company during the Delayed Billing Grace Period in which the Delayed Billing Revenue was billed, then the Delayed Billing Revenue will be used for purposes of calculating any Plan Year Billing Credit in the Plan Year it was billed.

(d) Notwithstanding the foregoing, if (1) during a Delayed Billing Grace Period, the Telephone Company bills an amount that could have been treated as Delayed Billing Revenue, (2) such amount would have qualified as Billed Qualifying TDM Service Revenue if it had been billed on a timely basis, and (3) Customer does not submit a written request for the amount to be treated as Delayed Billing Revenue prior to the end of the Delayed Billing Grace Period and the amount is not included as Delayed Billing Revenue for purposes of the Plan Year immediately preceding the Delayed Billing Grace Period, then the amount shall be included as Billed Qualifying TDM Service Revenue in the applicable Plan Year in which the Telephone Company issued the invoice in which the Telephone Company billed the amount in question. If Delayed Billing Revenue is billed after the Delayed Billing Grace Period, then the Delayed Billing Revenue will be used for purposes of calculating any Plan Year Billing Credit in the Plan Year it was billed.

(K) Remedial Billing Credits and Related Provisions

(1) In the event that (i) Customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (ii) any such Disputed Charges were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 69, and (iii) the Telephone Company resolves all or a portion of the dispute in favor of customer before the end of Plan Year 3, then any credit issued by the Telephone Company to remedy the dispute ("Remedial Billing Credit") prior to the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for the purposes of calculating the Billing Credit for the Plan Year in which such Remedial Billing Credit is issued by the Telephone Company. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)
(K) Remedial Billing Credits and Related Provisions (Cont'd) (N)

(2) In the event that (i) Customer disputes charges that it believes were improperly billed for Qualifying TDM Services, (ii) any such Disputed Charges were included as Billed Qualifying TDM Service Revenue for purposes of calculating a Billing Credit under this Option 69, and (iii) the Telephone Company resolves all or a portion of the dispute in favor of customer after the end of Plan Year 3, then any Remedial Billing Credit issued by the Telephone Company to remedy the dispute after the end of Plan Year 3 shall be included as an offset to Billed Qualifying TDM Service Revenue for Plan Year 3 for a final revenue adjustment. To the extent such final revenue adjustment produces a change in the Billing Credit, then (i) if the Telephone Company has not yet issued a Billing Credit for the last Plan Year of Option 69, then the Telephone Company shall take account of the final revenue adjustment for purposes of the Billing Credit for Plan Year 3, and (ii) if the Telephone Company has already issued the Billing Credit for Plan Year 3, then the Telephone Company will issue an adjustment in an amount necessary to reflect recalculation of the Billing Credit for Plan Year 3 to take account of the final revenue adjustment; provided, however, that adjustments shall only be permitted for one (1) year following the end of Plan Year 3.

(3) Once a Billing Credit is issued by the Telephone Company, customer may not thereafter dispute such Billing Credit regardless of the outcome of any Disputed Charges; provided, however, that, for the avoidance of any doubt, the foregoing prohibition against disputes by customer shall not be deemed (i) to preclude any adjustments by the Telephone Company to take account of Remedial Billing Credits as described in Section (K)(1) and (2) or (ii) to preclude customer from disputing the amount of a Billing Credit in any case where the Telephone Company applies a Billing Credit that does not match the mutually agreed upon amount of the Billing Credit. The Telephone Company will not issue any Billing Credit until the applicable Billing Credit amount is agreed to by customer. The Telephone Company and the customer will work in good faith to resolve any disputes regarding the Billing Credit.

(4) In no event shall the Telephone Company be subject to any late payment, interest or penalty with respect to any Billing Credit. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)

(L) Mergers and Acquisitions of Customer (N)

If, after the Effective Date, customer merges with another company, acquires a company or a portion of the business of another company (including, but not limited to, any ACNA(s) not provided to the Telephone Company under Section (C)(1) preceding (the company with which customer merges and the company or portion of the business thereof that customer acquires (including, but not limited to, an ACNA(s) not provided to the Telephone Company under Section (C)(1) preceding) may be referred to collectively as the "**Customer Acquired Properties**" and such merger or acquisition may be referred to in either case as an "**Acquisition**"), and the Telephone Company provides any Qualifying TDM Services in connection with such Customer Acquired Properties, then Customer Acquired Properties shall not be included in calculations associated with the Billing Credits or TDM True-Up Credits in this Option 69.

(M) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Qualifying TDM Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, Verizon will proportionally adjust the Qualifying TDM Services Annual Revenue Commitment.

Illustrative Example:
Assume the following information for Plan Year 2:

(a) The Qualifying TDM Services Annual Revenue Commitment is $13.0M;
(b) The Telephone Company sells Verizon New York to a third-party at the end of month 8 of Plan Year 2;
(c) During the three month period prior to the sale, Verizon New York accounted for $300K in Billed Qualifying TDM Service Revenue.

Based on the above assumptions:

(a) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is $100K ($300K / 3);
(b) There are four (4) months remaining in Plan Year 2 (12 months – 8 months);
(c) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by $400K ($100K * 4);
(d) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is $12.6M ($13.0M - $400K);
(e) The Qualifying TDM Services Annual Revenue Commitment for the Plan Year 3 will be reduced by the $1.2M ($100K x 12) resulting in a revised Qualifying TDM Services Annual Revenue Commitment of $11.8M ($13.0M - $1.2M). (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.70 Contract Tariff Option 69 (Cont'd) (N)

(N) Termination of Option 69

(1) Subject to the terms set forth in this Section (N), customer may terminate this Option 69 at any time during the Service Period. Customer must provide written notice of termination at least ninety (90) days prior to the requested date of termination. Termination of less than all of the Contract Tariffs (i.e., terminations of the contract option under this tariff or FCC11 only) shall be deemed to be an automatic termination of all Contract Tariffs. If customer terminates or cancels this Option 69 at any time during the Service Period for any reason other than by Regulatory Termination (as defined in Section (B) preceding) or a default by the Telephone Company, or if customer breaches the terms or conditions of this Option 69 and fails to cure such breach within thirty (30) days' written notice, then customer shall pay to the Telephone Company by no later than thirty (30) days after such date of termination or breach an amount equal to the percentage of the Billing Credits, Initial Credit, ETL Credits, and TDM True-Up Credit issued to Customer for the prior Plan Year as indicated following: (x)

Month of Termination/Breach	Termination Percentage
0-12	100% of Initial Credit
13-24	60% of Billing Credits and Initial Credit
25-36	40% of Billing Credits

(2) Customer will not receive any Billing Credits and the Discounted Mileage Rate will not apply to new circuits ordered by customer after the effective date of the termination of Option 69.

(3) The parties, by mutual written agreement, may terminate this Option 69 at any time. Any termination under this Section (N)(3) shall be effective as agreed in writing by customer and the Telephone Company, and customer shall not be eligible for any Billing Credits, ETL Credits, or TDM True-Up Credits for any Plan Year after the effective date of such termination.

(4) In the event that Option 69 is terminated (i) by the Telephone Company or customer as a result of a Regulatory Change; (ii) by the Telephone Company or customer because the parties fail to mutually agree to a provision to replace an illegal, invalid or otherwise prohibited provision; or (iii) by customer as a result of a default by the Telephone Company, customer may, at its option, elect to terminate the Existing Plans prior to the effective date of the termination of Option 69, in which event, customer shall be eligible for ETL Credits. If customer does not so elect prior to the effective date, customer shall not be eligible for any ETL Credits. (N)

(x) Issued under authority of Special Permission No. 15-004 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.70 Contract Tariff Option 69 (Cont'd)

(N) Termination of Option 69 (Cont'd)

(5) Upon the earlier of the expiration of the Service Period or termination of Option 69, all benefits provided to customer hereunder shall cease to apply, except that any circuit that was established prior to, and is eligible for the Discounted Mileage Rate, upon expiration of the Service Period or termination of Option 69, shall remain eligible for the Discounted Mileage Rate so long as that circuit remains in service, and so long as such circuit is not subject to an Alternative Tariff Arrangement.

(O) Buy-Up Amount

(1) In the event that the customer's Billed Qualifying TDM Service Revenue during any Plan Year falls short of the customer's Qualifying TDM Services Annual Revenue Commitment, the customer may, subject to the limitation set forth in Section (O)(2) following, pay an amount equal to the amount by which the customer's Billed Qualifying TDM Service Revenue fell short of the Customer's Qualifying TDM Services Annual Revenue Commitment (the "Buy-Up Amount"). In the event that the customer pays a Buy-Up Amount within sixty (60) days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to customer of the Buy-Up Amount of such Plan Year, whichever is later, it will be deemed to have met the customer's Qualifying TDM Services Annual Revenue Commitment for such Plan Year. In the event that the customer does not pay the Buy-Up Amount within sixty (60) days after (i) the close of such Plan Year or (ii) the date of the Telephone Company's notice to customer of the Buy-Up Amount of such Plan Year, whichever is later, this Option 69 shall immediately terminate.

(2) The customer shall not be eligible to pay a Buy-Up Amount if the amount of the customer's Billed Qualifying TDM Service Revenue fell short of the customer's Qualifying TDM Services Annual Revenue Commitment by more than $1M.

(P) Discounted Mileage Rate

The Telephone Company will charge a discounted rate for DS1 Per Mile Channel Mileage rate elements ordered by customer in an Eligible LATA (the "**Discounted Mileage Rate**"). The Discounted Mileage Rate will be five and 00/100 Dollars ($5.00) per mile for DS1 Channel Mileage rate elements. The fixed component of Channel Mileage will not be discounted and will continue to apply at standard tariffed rates (including such discounts as may be applicable if customer is subject to a tariffed discount plan as may be permitted by Option 69). The Discounted Mileage Rate will apply for the full life of any circuit ordered prior to termination of Option 69. The Discounted Mileage Rate will apply in lieu of all other discounts, and will not be subject to any further discounts under this Option 69 or the tariff. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (N)

(A) Scope

Contract Tariff Option 70 (**Option 70**) provides Billing Credits on certain services.

(B) Specific Terms

Unless otherwise defined in this Section 21.71, the following terms are used in this Option 70:

(1) Alternative Tariff Arrangement shall mean collectively any other generally available tariff arrangement, contract tariff option, specialized service or arrangement, or Individual Case Basis ("ICB") tariff arrangement offered by the Telephone Company and available to Customer pursuant to this tariff, Tariff FCC No. 11 (FCC11), Tariff FCC No. 14 (FCC14) with respect to any of the Services covered by this Option 70. (x) (x)

(2) Billed DS1 Service Revenue shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the customer ACNAs provided under Section (C)(1) following for Special Access DS1 Service and which are paid by the Customer.

(3) Billed DS3 CLF Service Revenue shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the customer ACNAs provided under Section (C)(1) following for Special Access DS3 CLF Service and which are paid by the Customer.

(4) Billed DS3 CLS Service Revenue shall mean the Qualifying Monthly Recurring Charges (as defined in Section (F) following) billed under one of the customer ACNAs provided under Section (C)(1) following for Special Access DS3 CLS Service and which are paid by the Customer.

(5) Billed Qualifying TDM Service Revenue shall mean the sum of Billed DS1 Service Revenue, Billed DS3 CLF Service Revenue and Billed DS3 CLS Service Revenue.

(6) Billing Credits shall mean the applicable TDM Shortfall Credits as described in Section (I) following.

(7) Disputed Amounts shall mean Qualifying Monthly Recurring Charge amounts billed for any time period during the Service Period that are under dispute, regardless of whether the amounts have been paid in full by Customer. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(8) DS1 Equivalent Circuit shall mean Equivalent DS1 Channel Termination as defined in Section 25.3.4(a) of this tariff, FCC11 (Section 25.2.4), FCC14 (Section 23.1.4) and FCC16 (Section 22.1.4). (x) (x) (x)

(9) Effective Date and the start of the Service Period shall be the first day following the date that the contract tariffs are deemed effective. The Telephone Company will inform the customer in writing upon filing of such contract tariffs.

(10) Groom(s) shall mean a change in the connecting facility assignment ("CFA") or termination point of a DS3 Service, and shall include, without limitation, any of the following types of moves, rearrangements, re-terminations, and disconnection and subsequent reconnection, to the DS3 Service: (i) a change in the CFA or termination point within a single Telephone Company wire center; (ii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be a Telephone Company provided facility or a collocation).

(11) Initial DS1 Equivalent Circuit Quantity shall mean the number of DS1 Equivalent Circuits that the Customer had in service as of February 28, 2015.

(12) Plan Year shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on the Effective Date and end on the date that is one day prior to the first anniversary of the Effective Date; (2) Plan Year 2 shall commence on the date that is the first anniversary of the Effective Date and end on the date that is one day prior to the second anniversary of the Effective Date; (3) Plan Year 3 shall commence on the date that is the second anniversary of the Effective Date and end on the date that is one day prior to the third anniversary of the Effective Date.

(13) Qualifying Monthly Recurring Charges shall have the meaning as described in Section (F) following.

(14) Qualifying TDM Service shall mean Special Access DS1 Service, Special Access DS3 CLF Service and Special Access DS3 CLS Service. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd) (N)

(B) Specific Terms (Cont'd)

(15) Qualifying TDM Services Annual Revenue Commitment shall mean the annual minimum required Billed Qualifying TDM Service Revenue for each Plan Year during the Service Period, and shall be equal to the aggregate amount of Qualifying Monthly Recurring Charges the Customer was billed for the Qualifying TDM Services during the twelve (12) month period commencing on January 1, 2014 and ending on December 31, 2014.

(16) Service Plan Requirements shall mean the three (3) requirements (i.e., the Minimum Annual Revenue Commitment, the Minimum Average DS1 Equivalent Circuit Quantity and Grooms Limitations) set forth in Section (G) following.

(17) Service Period shall have the meaning set forth in Section (D) following.

(18) Special Access DS1 Service shall mean DS1 Service of 1.544 Mbps bandwidth, as described in this tariff (Section 7.2.9), FCC11 (Section 7.2.9), FCC14 (Section 5.3.6) and FCC16 (Section 7.11.1). (x) (x) (x)

(19) Special Access DS3 CLF Service shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9), FCC11 (Section 7.2.9), FCC14 (Section 5.3.6), and FCC16 (Section 7.11.1) which has a facilities formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 968 T3Z PITBPADTHPE PITBPABTK18). (x) (x)

(20) Special Access DS3 CLS Service shall mean DS3 Service of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9), FCC11 (Section 7.2.9), FCC14 (Section 5.3.6), and FCC16 (Section 7.11.1) which has a serial number formatted circuit identifier in accordance with the Common Language Circuit Identifier (CLCI) format administered by Telcordia (e.g., 94.HFGS.634783..NE). (x) (x)

(21) TDM Shortfall Credit Threshold shall mean seventy-five percent (75%) of Customer's total Initial DS1 Equivalent Circuit Quantity. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.71 Contract Tariff Option 70 (Cont'd)

(N)

(C) Eligibility for Benefits

Customer must meet all of the following criteria in order to be eligible for Option 70. In this Option 70, all references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $1M shall mean $1,000,000), and all references to amounts represented in dollars followed by the letter "K" shall refer to such number in thousands (e.g., $10K shall mean $10,000.00).

(1) The customer must subscribe to Option 70 in a manner designated by the Telephone Company no later than fifteen (15) days following the Effective Date. Such subscription must include a list of the customer's access customer name abbreviations (**Customer ACNAs**) that the Telephone Company agrees to, in writing, for inclusion in this Option 70. Subscription to Option 70 shall be an automatic subscription to Option 70 of FCC 11 and (x)
Option 38 of FCC 14. (x)

(2) As of the Effective Date, customer must:

(a) During the twelve (12) month period commencing on January 1, 2014 and ending on December 31, 2014, Customer must have purchased from the Telephone Company a minimum of $6M in aggregate Billed Qualifying TDM Service Revenue;

(b) be subscribed to the National Discount Plan at the Deluxe Commitment Level as defined in this tariff (Section 25.3), FCC11 (Section 25.2), FCC14 (Section 23.1) and FCC16 (Section (x)
22.1) ("Existing Plan"); and (x)

(c) have been subscribed to the Existing Plan for at least the twelve (12) months immediately prior to the Effective Date.

(3) Except for the Existing Plan, customer may not concurrently subscribe to an Alternative Tariff Arrangement which provides discounts, credits or other reductions in rates or terms based upon the achievement of total billed revenue. If customer wishes to subscribe to such an Alternative Tariff Arrangement, then customer shall not be eligible to receive any Billing Credits under this Option 70, and such subscription shall be considered a termination by customer of this Option 70, subject to Section (L) following. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd) (N)

(D) Service Period

The Service Period of Option 70 shall be the period commencing on the Effective Date and ending on the date that is one day prior to the third anniversary of the Effective Date, unless this Option 70 is earlier terminated.

(E) Serving Area

The Billing Credits (if applicable) will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable law. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. Any additions of, or changes to, (x)
the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the Tariffs) that occur during the Service Period of this Option 70 will apply. For the avoidance of doubt, no Billing Credits will be provided in the operating territories of FCC 16. (x)

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following, as well as other terms of this Option 70 (including, by way of example, Section (L), Disputes, following), **Qualifying Monthly Recurring Charges** include total monthly recurring charges (**MRCs**) billed to Customer with respect to a particular Qualifying TDM Service for a particular Plan Year. Qualifying Monthly Recurring Charges do not include any of the following (among other items that are not MRCs, the following list being illustrative only):

(1) Charges for special construction;
(2) Nonrecurring charges, surcharges, interest, late payment charges, credits (including any credits provided under this Option 70), fractional debit/credit amounts, adjustments or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Plan Year of the Service Period;
(3) Taxes, fees, surcharges, charges or other tax-like amounts imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);
(4) Service or administrative fees or charges (e.g., interest penalty, late payment penalty); (N)

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd) (N)

(F) Qualifying Monthly Recurring Charges (Cont'd)

(5) Any other billed amount for which payment is being withheld or under dispute by the customer or that is otherwise a Disputed Amount; provided, however, that if an amount would have been included in Qualifying Monthly Recurring Charges but for the fact that it was disputed, and if such dispute is then resolved in favor of the Telephone Company, then the amount paid by the customer as a result of such resolution shall be included in Qualifying Monthly Recurring Charges in the month in which the customer pays such amount;

(6) Shortfall or overage charges associated with term plan true-ups (e.g., charges assessed for failure to satisfy commitment levels); and

(7) Any amounts associated with any service (or any portion of a service) that is not a Qualifying TDM Service.

(G) Service Plan Requirements

(1) Customer must satisfy each of the three (3) following Service Plan Requirements during each of the Plan Years during the Service Period to continue to be eligible for the terms and conditions of Option 70 for each Plan Year.

(a) Qualifying Minimum Annual Service Revenue Commitment. Customer must for each Plan Year meet or exceed the Qualifying Minimum Annual Revenue Commitment, which is an amount equal to the aggregate amount of Qualifying Monthly Recurring Charges the Customer was billed for the Qualifying Services during the twelve (12) month period commencing on January 1, 2014 and ending on December 31, 2014.

(b) Minimum Average DS1 Equivalent Circuit Quantity

(i) Each Plan Year during the Term Customer must meet or exceed the "Minimum Average DS1 Equivalent Circuit Quantity" (as defined in the following sentence) for that Plan Year. The Telephone Company will calculate the Minimum Average DS1 Equivalent Circuit Quantity by taking the number of DS1 Equivalent Circuits Customer has in service as of the first day of the subject Plan Year and multiplying that number by 92%. The Telephone Company will then calculate the actual average DS1 Equivalent Circuit quantity for that Plan Year by adding the number of DS1 Equivalent Circuits in service at the end of each month during the twelve (12) month period of that Plan Year and dividing that total by twelve (12) (the "Actual Average DS1 Equivalent Circuit Quantity" for that Plan Year). The Actual Average DS1 Circuit Quantity for the subject Plan Year must meet or exceed the Minimum Average DS1 Equivalent Circuit Quantity for that Plan Year. (N)

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd)

(G) Service Plan Requirements (Cont'd) (N)

(1) (Cont'd)

(b) (Cont'd)

(ii) Example 1: Customer has 2,500 DS1 Equivalent Circuits in service at the beginning of Plan Year 1. The Minimum Average DS1 Equivalent Circuit Quantity for Plan Year 1 is 2,300 DS1 Equivalent Circuits (2,500 x 0.92). During Plan Year 1 Customer's Actual Average DS1 Equivalent Circuit Quantity is 2,400. Accordingly, Customer under this example would have exceeded the Minimum Average DS1 Equivalent Circuit Quantity for Plan Year 1.

(iii) Example 2: Customer has 2,400 DS1 Equivalent Circuits in service at the beginning of Plan Year 2. The Minimum Average DS1 Equivalent Circuit Quantity for Plan Year 2 is 2,208 DS1 Equivalent Circuits (2,400 x 0.92). During Plan Year 2 Customer's Actual Average DS1 Equivalent Circuit Quantity is 2,150. Accordingly, Customer under this example would not have met the Minimum Average DS1 Equivalent Circuit Quantity for Plan Year 2.

(c) Grooms Limitation

During each Plan Year, subject to the exceptions listed below, Customer may not order more than twelve (12) Grooms of Special Access CLF DS3 Services per Plan Year ("Maximum Annual Grooms"). The following types of Grooms shall not be included in the Maximum Annual Grooms and shall be performed by the Telephone Company in accordance with its normal business practices:

(i) Any Groom initiated by the Telephone Company and not requested by Customer;
(ii) Any Grooms where a DS3 Service rides a Telephone Company optical service provided to Customer, which optical service terminates at or, originates from, a Customer Point-of-Presence (PoP);
(iii) A disconnection of a multiplexed DS3 Service that does not (at the time of the Groom) have any DS1 riders on such DS3 Service; and
(iv) Any other Grooms that the Parties mutually agree in writing to not include in the count of Maximum Annual Grooms, which may include Grooms associated with the elimination or decommissioning of a Customer POP. (N)

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd) (N)

(H) Annual Review

(1) Within ninety (90) days of the end of each Plan Year, the Telephone Company shall determine whether customer has met or exceeded the Service Plan Requirements set forth in Section (G) preceding, i.e., the Minimum Annual Revenue Commitment, the Minimum Average DS1 Equivalent Circuit Quantity and Grooms Limitations.

(2) Notwithstanding any other provisions of this Option 70, the Telephone Company's calculation of the customer's Billed Qualifying TDM Service Revenue under this Option 70 shall not include any amounts which are unpaid and/or disputed by Customer as of the forty-fifth (45th) day following end of the applicable Plan Year.

(3) If customer has satisfied each of the Service Plan Requirements for a given Plan Year, then subject to the terms of this Option 70, customer shall remain in Option 70 for the following Plan Year (subject to this Option 70 terminating by its terms at the end of Plan Year 3).

(4) If the customer does not satisfy the Service Plan Requirements, then the Telephone Company may terminate Option 70 in accordance with Section (L) following. (N)

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21. Contract Tariffs (Cont'd)
21.71 Contract Tariff Option 70 (Cont'd)

(N)

(I) TDM Shortfall Credit

Provided that customer has satisfied all applicable eligibility requirements and subject to all other applicable terms set forth in this Option 70, at the end of each Plan Year of the Service Period, customer shall qualify to receive a TDM Shortfall Credit as described in this Section (I).

(1) After the end of each Plan Year, the Telephone Company will determine whether, for each month during the subject Plan Year, customer achieved the TDM Shortfall Credit Threshold.

(2) If, for a given Plan Year, customer has met the TDM Shortfall Credit Threshold with respect to each month of that Plan Year, then the Telephone Company will determine the total amount that customer, during that just-completed Plan Year, paid to the Telephone Company in the form of shortfall payments for Special Access DS1 and DS3 Services under customer's Existing Plan pursuant to this tariff (Section 25.3), FCC11 (Section 25.2), FCC14 (Section 23.1, and FCC16 (Section 22.1) (the "Total Annual Shortfall Payment"), and the Telephone Company will issue a credit ("TDM Shortfall Credit") in an amount equal to the Total Annual Shortfall Payment that customer paid to the Telephone Company during that just-completed Plan Year. For example, if the customer met the TDM Shortfall Credit Threshold with respect to each month of Plan Year 2, and the customer incurred and paid to the Telephone Company a shortfall payment for Special Access DS1 and DS3 Services with respect to the "Plan Year" under customer's Existing Plan that ended on January 31 of Plan Year 2, then the Telephone Company will issue a TDM Shortfall Credit in an amount equal to the Total Annual Shortfall Payment that customer paid to the Telephone Company with respect to the "Plan Year" under customer's Existing Plan that ended on January 31 of Plan Year 2. (x) (x)

(3) If customer did not meet the TDM Shortfall Credit Threshold with respect to each month of a given Plan Year, or did not pay any NDP shortfall payments to the Telephone Company during that Plan Year as described in Section (I)(2) preceding, then customer will not receive a TDM Shortfall Credit for that Plan Year.

(4) If customer receives a TDM Shortfall Credit for a given Plan Year, customer may not thereafter dispute or receive a refund of any shortfall payments that were paid during the Plan Year for which customer received a TDM Shortfall Credit. Once the Telephone Company issues a TDM Shortfall Credit, customer may not later dispute the amount of such credit. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd)

(J) Mergers and Acquisitions of Customer (N)

If, after the Effective Date, customer merges with another company, acquires a company or a portion of the business of another company (including, by way of example, acquisition of any ACNAs other than those submitted with customer's subscription to Option 70), the company with which customer merges and the company or portion of the business thereof that customer acquires (including, by way of example, acquisition of any ACNAs other than those submitted with customer's subscription to Option 70) may be referred to collectively as the "Customer Acquired Properties", and such merger or acquisition may be referred to in either case as an "Acquisition", and the Telephone Company provides any Qualifying TDM Services in connection with such Customer Acquired Properties, then such Customer Acquired Properties shall not be included in calculations associated with the Service Plan Requirements or the TDM Shortfall Credit Threshold in this Option 70.

(K) Sale of Verizon Operating Telephone Company

If some or all of the assets or stock of a Verizon Operating Telephone Company that provides Qualifying TDM Services are acquired by an unaffiliated third party during the Service Period, effective with the closing of such transaction, the Telephone Company will proportionally adjust the Qualifying TDM Services Annual Revenue Commitment.

Illustrative Example:

Assume the following information for Plan Year 2:

(1) The Qualifying TDM Services Annual Revenue Commitment is $5.9M

(2) The Telephone Company sells Verizon New York to a third-party at the end of month 8 of Plan Year 2;

(3) During the three month period prior to the sale, Verizon New York accounted for $900K in Billed Qualifying TDM Service Revenue. (N)

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21. Contract Tariffs (Cont'd)

21.71 Contract Tariff Option 70 (Cont'd)

(K) Sale of Verizon Operating Telephone Company (Cont'd) (N)

Based on the above assumptions:

(1) The average monthly Billed Qualifying TDM Service Revenue for Verizon New York is $300K ($900K / 3)

(2) There are four (4) months remaining in Plan Year 2 (12 months – 8 months)

(3) The Plan Year 2 Qualifying TDM Services Annual Revenue Commitment would be reduced by $1.2M ($300K * 4)

(4) The adjusted Qualifying TDM Services Annual Revenue Commitment for Plan Year 2 is $4.7M ($5.9.0M - $1.2M)

(5) The Qualifying TDM Services Annual Revenue Commitment for the Plan Year 3 will be reduced by the $3.6M ($300K x 12) resulting in a revised Qualifying TDM Services Annual Revenue Commitment of $2.3M ($5.9M - $3.6M)

(L) Termination of Option 70

If Customer fails to satisfy any of the Service Plan Requirements set forth in this Option 70 as determined by the Telephone Company in its sole discretion at the conclusion of an Annual Review conducted in accordance with Section (H) preceding, then the Telephone Company may immediately terminate this Option 70. The Telephone Company shall provide notice of its termination intent to terminate Option 70 within one hundred twenty (120) calendar days after the end of the applicable Plan Year. In the event of termination of Option 70 under this Section (L)(1), customer shall not be eligible to receive the TDM Shortfall Credit for the Plan Year in which Option 70 is terminated (e.g., if in Plan Year 2 customer fails to satisfy any of the Service Plan Requirements and the Telephone Company accordingly provides notice of termination under (L), then customer shall not receive any TDM Shortfall Credit for Plan Year 2 nor for Plan Year 3).

(1) Termination of Option 70 shall be deemed to be an automatic termination of Option 70 of FCC11 and Option 38 of FCC14. (x)

(2) The benefits of Option 70 shall cease to apply upon its termination. (N)

(x) Issued under authority of Special Permission No. 15-013 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71

(A) Scope (N)

Contract Tariff Option 71 (**Option 71**) provides discounts, to be effected by the issuance of Quarterly Credits (as defined in Section (G) following) on certain services offered by the Telephone Company pursuant to its tariffs. In consideration for such discounts and credits, Customer agrees to abide by the requirements set forth in this Option 71. All references to amounts represented in dollars followed by the letter "M" shall refer to such number in millions (e.g., $17.25M shall mean $17,250,000).

(B) Definitions

The following terms are used in this Option 71:

(1) **BANs** shall mean Billing Account Numbers of Customer.

(2) **Billed Qualifying Service Revenue** has the meaning set forth in Section (E)(2) following (subject to the exclusions set forth in Section (E)(3) following).

(3) **Disputed Amount** shall mean any amount (or portion thereof) billed by the Telephone Company and disputed and/or not paid when due by Customer.

(4) **Grooms** shall mean a change in the connecting facility assignment (**CFA**) or termination point of a DS1 Service or a DS3 Service, and shall include, by way of example, any of the following types of moves, rearrangements, re-terminations, and disconnection and subsequent reconnection, to the DS1 Service or DS3 Service: (i) a change in the CFA or termination point within a single Telephone Company wire center; (ii) a change in the CFA or termination point from one Telephone Company wire center to CFA in another Telephone Company wire center (CFA can be a Telephone Company provided facility or a collocation). Solely for the purposes of defining the term Groom(s) and using such term in Section (H) following: **DS1 Service** as used above includes (in addition to the services captured by the definitions of **DS1 Service** and **DS3 Service** set forth in Qualifying SPA Services following) Switched Transport DS1 Service as described in The Verizon Telephone Companies FCC Tariff No. 1 (FCC 1) (Section 6), The Verizon Telephone Companies FCC Tariff No. 11 (FCC 11) (x)
(Section 6), and The Verizon Telephone Companies FCC Tariff No. 14 (FCC 14) (Section 4) and **DS3 Service** as used above includes (x)
Switched Transport DS3 Service as described in the FCC 1 (Section 6), FCC 11 (Section 6), and FCC 14 (Section 4). (N)(x)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(B) Definitions (Cont'd) (N)

(5) **Special Access Minimum Annual Revenue Commitment** (**SPAMARC**) means the following amounts of Billed Qualifying Service Revenue (before application of Quarterly Credits) for the annual periods indicated, as revised from time to time, if applicable, pursuant to Section (J) or (K) following (**SPAMARC Amounts**):

Plan Year	Plan Year 1	Plan Year 2	Plan Year 3	Plan Year 4	Plan Year 5*	Plan Year 6*
SPAMARC Amounts	$445M	$356M	$238M	$178M	$135M	$110M

* Plan Years 5 and 6 will occur only upon mutual agreement by the Parties pursuant to Section (D)(2)-(3) following.

(6) **Plan Year** shall mean each of the following periods during the Service Period: (1) Plan Year 1 shall commence on January 1, 2016 (the **Effective Date**) and end on December 31, 2016; (2) Plan Year 2 shall commence on January 1, 2017 and end on December 31, 2017; (3) Plan Year 3 shall commence on January 1, 2018 and end on December 31, 2018; and (4) Plan Year 4 shall commence on January 1, 2019 and end on December 31, 2019. In the event of any extension(s) of the Service Period pursuant to Section (D)(2)-(3) following, Plan Year may also be used to refer to an applicable calendar year (i.e., January 1 through December 31) subsequent to Plan Year 4.

(7) **Quarter** shall mean either of the following periods, as applicable: (i) the first Quarter of each Plan Year is the period beginning with the first date of the applicable Plan Year and ending on the last day of the second calendar month after the month in which the first date occurs (i.e., approximately ninety (90) calendar days thereafter, depending on the number of days in the applicable calendar months); or (ii) each consecutive three (3) month period thereafter commencing on the first day of the calendar month following the end of the prior Quarter and ending on the last day of the second calendar month after the month in which the first day occurs.

(8) **Quarterly Credit** means the quarterly credits described in Section (G) following. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(C) Eligibility (N)

Customer must meet all of the criteria set forth in this Section (C) to be eligible to receive the rates, terms, and conditions under this Option 71:

(1) The customer must subscribe to Option 71 in a manner designated by the Telephone Company no later than thirty (30) days following the effective date of Option 71. Such subscription must include a list of the customer's access customer name abbreviations (Customer ACNAs) that the Telephone Company agrees to, in writing, for inclusion in this Option 71. Subscription to Option 71 shall be an automatic subscription to Option 71 of FCC 11 and Option 39 of FCC 14. (x) (x)

(2) During the twelve (12) month period ending on October 1, 2015 (**Eligibility Measuring Period**), Customer must have achieved a minimum of $620M in aggregate monthly billed recurring charges for all Qualifying Services purchased by Customer from the Telephone Company.

(3) Customer (a) must be concurrently subscribed as of the Effective Date and must remain concurrently subscribed during the Service Period, to the same DS1 and DS3 Commitment Discount Plans under Section 25.1 of this tariff and FCC 11 for the same commitment periods to which Customer was subscribed as of October 1, 2015, and the Ten-Year DS1 Term Volume Plan (**ETTVP**) under Section 5.6.14 of FCC 14 (**Existing Plans**), and (b) unless already subscribed as of October 1, 2015, may not be subscribed, as of the Effective Date or at any time during the Service Period, to a DS3 Term Volume Plan under Section 5.6.19 of FCC 14. To the extent Customer, as of the Effective Date or at any time during the Service Period, fails to comply with any of the requirements set forth in the immediately preceding sentence, Customer shall not be eligible to receive the Quarterly Credits set forth in Section (G) following. (x) (x) (x) (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(C) Eligibility (Cont'd)

(4) To receive the Quarterly Credits described in Section (G) following without incurring Shortfall Payments, Customer must (a) continue to achieve Billed Qualifying Service Revenue of no less than the SPAMARC Amounts specified in Section (B)(5) preceding, and (b) comply with the subscription provisions under Section (C)(3) preceding. (N)

(5) Except for the Existing Plans and any FMS Services to which Customer subscribes as of the Effective Date, Customer may not concurrently subscribe to any other tariff arrangement, contract tariff option, special service arrangement, or Individual Case Basis (**ICB**) arrangement offered by the Telephone Company under this tariff, FCC 11, or FCC 14 and available to Customer either currently or at any time during the Service Period, which tariff arrangement, contract tariff option, special service arrangement, or ICB provides a discount, credit, or other reduction in rates or terms based on achievement of revenue or volume targets/levels by Customer for any of the Qualifying Services. For the avoidance of any doubt, this provision does not apply to services not covered by Option 71. (x)

(6) Except as set forth herein, nothing herein shall modify the terms and conditions of the tariffs, including by way of example under any Commitment Discount Plan (**CDP**) and/or ETTVP plans.

(D) Service Period

(1) Subject to the terms of Section (D)(2)-(3) following and all other applicable terms in this Option 71 (including, by way of example, terms regarding early termination of this Option 71), the **Service Period** for the purchase of all DS1 and DS3 Qualifying Services under this Option 71 shall commence on the Effective Date (as defined above) and end on December 31, 2019 (except that the Service Period shall include any extensions that take effect pursuant to Section (D)(2)-(3) following).

(2) At the expiration of Plan Year 4, and unless this Option 71 is otherwise terminated, the Parties in their sole discretion might, but shall have no obligation to, mutually agree in writing to up to two (2) additional extensions of one (1) year each. If Customer wishes to request the Telephone Company's consent to such an extension(s), Customer must notify the Telephone Company in writing of such request at least ninety (90) calendar days prior to the date on which Option 71 will expire.

(3) If FCC approval is required but not received for any extension described in Section (D)(2) preceding, this Option 71 shall terminate as of the expiration date that would apply in the absence of such extension. (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (N)

(1) The following Special Access services are **Qualifying Services** under this Option 71:

(a) Special Access DS1 Services (collectively, **DS1 Services**) of 1.544 Mbps bandwidth, as described in this tariff (Section 7.2.9), FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1); (x) (x)

(b) Special Access DS3 Services (collectively, **DS3 Services**) of 44.736 Mbps bandwidth, as described in this tariff (Section 7.2.9), FCC 11 (Section 7.2.9), FCC 14 (Section 5.3.6) and FCC 16 (Section 7.11.1); (x) (x)

(c) Special Access Facilities Management Service (DS1 (only bandwidth of 1.544 Mbps) and DS3 (only bandwidth of 44.736 Mbps)), as described in this tariff (Section 7.2.13) and FCC 11 (Section 7.2.16) (collectively, **FMS Services**); and (x) (x)

(d) IntelliLight Entrance Facilities Service (only DS3 (bandwidth of 44.736 Mbps) as described in this tariff (Section 7.2.15), FCC 11 (Section 26.1.4), FCC 14 (Section 20.4) and FCC 16 (Section 20.4) (collectively, **IEF Services**). (x)

Any services other than the services explicitly listed above (including, by way of example, any SONET entrance facility service provided by the Telephone Company pursuant to an agreement or arrangement other than the tariffs) are not included herein as a Qualifying Service. Qualifying Services do not include any Switched Access services.

The tariffs are as amended from time to time, and such amended rates, terms and conditions for the Qualifying Services shall apply to this Option 71 upon the effectiveness of such change to the tariff(s) except as set forth in this Option 71, and subject to any termination of Option 71 (and/or customer's subscription thereto).

For purposes of this Option 71: (i) all Qualifying Service volumes and revenues are quantified according to three categories (DS1, DS3 CLF, and DS3 CLS) as described further following; and (ii) subject to Section (E)(2)(b)(iii) and Section (E)(5) following, the CoS-USOC combinations set forth in Section (E)(2) following reflect the entire list of CoS-USOC combinations included in the definition of Qualifying Services and counted as contributory toward Billed Qualifying Service Revenue. (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(2) Revenues included in Calculation of Billed Qualifying Service Revenue

Subject to the exceptions and requirements set forth below in Section (E)(2) and in Section (E)(3) following, Billed Qualifying Service Revenue includes monthly recurring charges billed to Customer, under the ACNAs provided in accordance with Section (C)(1) preceding (**Qualifying ACNAs**) for Billed Qualifying Services under the tariffs (including both price flex and price cap MSAs) in the following CoS-USOC combinations:

(a) With respect to DS1 Services, Billed Qualifying Service Revenue includes only monthly recurring charges (**MRCs**) billed in the following CoS-USOC combinations:

CoS: XDH1X, XZH18, XZH1H, XZH1R.

USOCs: 1A4YS, 1A5ZS, 1CF21, 1CF22, 1CF23, 1CF25, 1CF33, 1CF35, 1CF3W, 1CF41, 1CF42, 1CF43, 1CF45, 1CF51, 1CF52, 1CF53, 1CF55, 1CF61, 1CF62, 1CF63, 1CF65, 1CF71, 1CF72, 1CF73, 1CF75, 1CF81, 1CF82, 1CF83, 1CF85, 1CF91, 1CF92, 1CF93, 1CF95, 1CFA1, 1CFA2, 1CFA3, 1CFA5, 1CFB1, 1CFB2, 1CFB3, 1CFB5, 1CFC1, 1CFC2, 1CFC3, 1CFC5, 1CFR8, 1CFRJ, 1CFS8, 1CFSJ, 1CFT8, 1CFTJ, 1CFU8, 1CFUJ, 1CFV8, 1CFVJ, 1CKDF, 1CKDX, 1J53S, 1J54S, 1L5LS, 1L5XX, 1LFMX, 1LFSX, 1OX1X, 1OX2X, 1OX3X, 1OX5X, 1OXTX, 1T58S, 1X7VX, 1XCDX, 1Y3AC, 1YWPS, A1VA1, A1VXZ, AVY, C2X9A, C6H6X, C6H7X, CCO, CTG, DVA, EU4DF, EU4DX, EU7VX, EUU21, EUU22, EUU23, EUU25, EUU33, EUU35, EUU3W, EUU41, EUU42, EUU43, EUU45, EUU51, EUU52, EUU53, EUU55, EUU61, EUU62, EUU63, EUU65, EUU71, EUU72, EUU73, EUU75, EUU81, EUU82, EUU83, EUU85, EUU91, EUU92, EUU93, EUU95, EUUA1, EUUA2, EUUA3, EUUA5, EUUB1, EUUB2, EUUB3, EUUB5, EUUC1, EUUC2, EUUC3, EUUC5, EUUR8, EUURJ, EUUS8, EUUSJ, EUUT8, EUUTJ, EUUU8, EUUUJ, EUUV8, EUUVJ, EUW, HGV1X, HGVTX, MQ1, MQK, MXN12, MXN13, MXN15, MXN17, PR9PX, PR9SX, QMU, TJ4DX, TJ4DY, TJ4DZ, TMECS, TNJZX, TNT3X, TNT4X, TNT8X, TQ2KM, TRG, TSP, TWTF6, TYF1X, TZGHX, VPQSP. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(2) Revenues included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(b) With respect to DS3 Services, Billed Qualifying Service Revenue includes only MRCs billed in the CoS-USOC combinations shown in Sections (E)(2)(b) (i) and (ii) following:

(i) **DS3 CLF:**

CoS: EGCFX, XDH3X, XZH38, XZH3H, XZH3R, XDH1X, XZH18, XDH3X, XSHDX, XSHHX, XSWWX.

USOCs: 1A4ZS, 1A59S, 1A5LX, 1A5YS, 1A87S, 1A88S, 1A89S, 1C4A3, 1C4A5, 1C4A7, 1C4B3, 1C4B5, 1C4B7, 1C4C3, 1C4C5, 1C4C7, 1C4D3, 1C4D5, 1C4D7, 1C4E3, 1C4E5, 1C4E7, 1C4F3, 1C4F5, 1C4F7, 1C4G3, 1C4G5, 1C4G7, 1C4H3, 1C4H5, 1C4H7, 1C4J3, 1C4J5, 1C4J7, 1C4K3, 1C4K5, 1C4K7, 1CFD1, 1CFD3, 1CFD5, 1CFD7, 1CFE1, 1CFE3, 1CFE5, 1CFE7, 1CFF1, 1CFF3, 1CFF5, 1CFF7, 1CFG1, 1CFG3, 1CFG5, 1CFG7, 1CFH1, 1CFH3, 1CFH5, 1CFH7, 1CFJ1, 1CFJ3, 1CFJ5, 1CFJ7, 1CFK1, 1CFK3, 1CFK5, 1CFK7, 1CFL1, 1CFL3, 1CFL5, 1CFL7, 1CFM1, 1CFM3, 1CFM5, 1CFM7, 1CFN1, 1CFN3, 1CFN5, 1CFN7, 1CKMF, 1CKNX, 1CKPF, 1CKSX, 1L5LS, 1L5RS, 1L5XX, 1LFSX, 1U5PS, 1Y3AD, 1YA8S, 1YAMS, 1YWQS, A1VXG, ABVBA, B2CDP, B2CDV, B2CEP, B2CEV, B2CFP, BXCQX, C2X8A, CCO, DVA, EQUA3, EQUA5, EQUA7, EQUB3, EQUB5, EQUB7, EQUC3, EQUC5, EQUC7, EQUD3, EQUD5, EQUD7, EQUE3, EQUE5, EQUE7, EQUF3, EQUF5, EQUF7, EQUG3, EQUG5, EQUG7, EQUH3, EQUH5, EQUH7, EQUJ3, EQUJ5, EQUJ7, EQUK3, EQUK5, EQUK7, EU4MF, EU4NX, EU4PF, EU4SX, EUUD1, EUUD3, EUUD5, EUUD7, EUUE1, EUUE3, EUUE5, EUUE7, EUUF1, EUUF3, EUUF5, EUUF7, EUUG1, EUUG3, EUUG5, EUUG7, EUUH1, EUUH3, EUUH5, EUUH7, EUUJ1, EUUJ3, EUUJ5, EUUJ7, EUUK1, EUUK3, EUUK5, EUUK7, EUUL1, EUUL3, EUUL5, EUUL7, EUUM1, EUUM3, EUUM5, EUUM7, EUUN1, EUUN3, EUUN5, EUUN7, FQYU1, FQYU2, FQYU3, FQYU4, FQYU5, FQYU6, GMGX3, HKTJS, HKTJX, HKTLS, MKM, MQ3, MQ6, MXNF3, MXNF5, MXNFX, MXNM3, MXNM5, MXNMX, MXNRX, N2M, P8T33, P8T35, PR9SX, SLHA1, SLHA3, SLHA5, SLHA7, SLHB1, SLHB3, SLHB5, SLHB7, SLHC1, SLHC3, SLHC5, SLHC7, SLHD1, SLHD3, SLHD5, SLHD7, SLHE1, SLHE3, SLHE5, SLHE7, T8XJ5, TJ4EX, TJ4EY, TJ4EZ, TJ59X, TKTPX, TNW3X, TNW5X, TNWZX, TQ2LM, TRG, TSP, TUTPX, TWBNX, TWBPX, TWTF7, TYF3S, TYF3X, TYF8S, TYF8X, TYFLS, TYFLX, TYFMS, TYFMX, TYFNX, TYFOX, TYFPX, TYFQX, TYFRX, TYFSX, TYFTX, TYFUX, TYFVS, TYFVX, TYFWS, TYFWX.

IEF USOCs mapped to the above DS3 Services will be included in Billed Qualifying Service Revenue. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(2) Revenues included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(b) (Cont'd)

(ii) **DS3 CLS:**

CoS: EGCFX, XDH3X, XZH38, XZH3H, XZH3R, XDH3X, XSHDX, XSHHX, XSWWX.

USOCs: 1A4ZS, 1A5LX, 1A87S, 1A88S, 1A89S, 1C4A3, 1C4A5, 1C4A7, 1C4B3, 1C4B5, 1C4B7, 1C4C3, 1C4C5, 1C4C7, 1C4D3, 1C4D5, 1C4D7, 1C4E3, 1C4E5, 1C4E7, 1C4F3, 1C4F5, 1C4F7, 1C4G3, 1C4G5, 1C4G7, 1C4H3, 1C4H5, 1C4H7, 1C4J3, 1C4J5, 1C4J7, 1C4K3, 1C4K5, 1C4K7, 1CFD1, 1CFD3, 1CFD5, 1CFD7, 1CFE1, 1CFE3, 1CFE5, 1CFE7, 1CFF1, 1CFF3, 1CFF5, 1CFF7, 1CFG1, 1CFG3, 1CFG5, 1CFG7, 1CFH1, 1CFH3, 1CFH5, 1CFH7, 1CFJ1, 1CFJ3, 1CFJ5, 1CFJ7, 1CFK1, 1CFK3, 1CFK5, 1CFK7, 1CFL1, 1CFL3, 1CFL5, 1CFL7, 1CFM1, 1CFM3, 1CFM5, 1CFM7, 1CFN1, 1CFN3, 1CFN5, 1CFN7, 1CKMF, 1CKNX, 1CKPF, 1CKSX, 1L5LS, 1L5RS, 1L5XX, 1LFSX, 1U5PS, 1Y3AD, 1YA8S, 1YAMS, 1YWQS, A1VXG, ABVBA, B2CDP, B2CDV, B2CEP, B2CEV, B2CFP, BXCQX, C2X8A, CCO, DVA, EQUA3, EQUA5, EQUA7, EQUB3, EQUB5, EQUB7, EQUC3, EQUC5, EQUC7, EQUD3, EQUD5, EQUD7, EQUE3, EQUE5, EQUE7, EQUF3, EQUF5, EQUF7, EQUG3, EQUG5, EQUG7, EQUH3, EQUH5, EQUH7, EQUJ3, EQUJ5, EQUJ7, EQUK3, EQUK5, EQUK7, EU4MF, EU4NX, EU4PF, EU4SX, EUUD1, EUUD3, EUUD5, EUUD7, EUUE1, EUUE3, EUUE5, EUUE7, EUUF1, EUUF3, EUUF5, EUUF7, EUUG1, EUUG3, EUUG5, EUUG7, EUUH1, EUUH3, EUUH5, EUUH7, EUUJ1, EUUJ3, EUUJ5, EUUJ7, EUUK1, EUUK3, EUUK5, EUUK7, EUUL1, EUUL3, EUUL5, EUUL7, EUUM1, EUUM3, EUUM5, EUUM7, EUUN1, EUUN3, EUUN5, EUUN7, FQYU1, FQYU2, FQYU3, FQYU4, FQYU5, FQYU6, GMGX3, HKTJS, HKTJX, HKTLS, N2M, P8T33, P8T35, PR9SX, SLHA1, SLHA3, SLHA5, SLHA7, SLHB1, SLHB3, SLHB5, SLHB7, SLHC1, SLHC3, SLHC5, SLHC7, SLHD1, SLHD3, SLHD5, SLHD7, SLHE1, SLHE3, SLHE5, SLHE7, T8XJ5, TJ4EX, TJ4EY, TJ4EZ, TJ59X, TKTPX, TNW3X, TNW5X, TNWZX, TQ2LM, TRG, TSP, TUTPX, TWBNX, TWBPX, TWTF7, TYF3S, TYF3X, TYF8S, TYF8X, TYFLS, TYFLX, TYFMS, TYFMX, TYFNX, TYFOX, TYFPX, TYFQX, TYFRX, TYFSX, TYFTX, TYFUX, TYFVS, TYFVX, TYFWS, TYFWX.

IEF USOCs mapped to the above DS3 Services will be included in Billed Qualifying Service Revenue. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(2) Revenues included in Calculation of Billed Qualifying Service Revenue (Cont'd)

(b) (Cont'd)

(iii) If any of the USOCs listed in Sections (E)(2)(b(i)-(ii) preceding bill both MRCs and/or other charges (e.g., NRCs), then only the MRC amounts (i.e., only those amounts appearing in the MRC section of the invoice) of such USOCs shall be counted towards the calculation of Billed Qualifying Service Revenue.

(3) Examples of Revenues Not Included in Calculation of Billed Qualifying Service Revenue. Billed Qualifying Service Revenue does not include (among other possible items, the following list being illustrative only) any of the following:

(a) any non-recurring charges (**NRCs**), surcharges, taxes, late payment charges, credits (including, by way of example, any credits provided under the Contract Tariffs), fractional debit/credit amounts, adjustments, minimum period charges, termination liabilities, or any other billings other than billed amounts that are applied on a recurring monthly basis for the applicable Quarter or Plan Year of the Service Period;

(b) taxes, or other charges imposed by a federal, state, local, or other governmental entity (e.g., Federal Universal Service Fund);

(c) service or administrative fees or charges imposed by the Telephone Company (e.g. interest penalty, late payment penalty);

(d) any amount that appears in the "Other Charges and Credits" section of the Telephone Company's invoice;

(e) any other charges that are not applied on a recurring monthly basis and/or do not appear in the MRC section (typically labeled "Monthly Access Charges") of the Telephone Company's invoice;

(f) Disputed Amounts, except as set forth in Section (E)(4) following;

(g) any amount billed under a particular invoice for services provided outside of the service period that is ordinarily covered by such invoice;

(h) shortfall or overage charges associated with term plan true-ups (e.g., for failure to satisfy commitment levels pursuant to a CDP); (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(3) (Cont'd)

(i) billed amounts associated with any service (or any portion of a service) that is not a Qualifying Service (including, but not limited to, any service provided under a private carriage arrangement);

(j) any Quarterly Credits or Existing Plan True-up Credits that Customer receives in connection with this Option 71; and

(k) any Shortfall Payments under Section (G)(2) following.

(4) Disputed Amounts

(a) The Telephone Company shall not include in Billed Qualifying Service Revenue for a particular Plan Year any amounts that are unpaid and disputed by Customer as of the forty-fifth (45th) day following the end of that Plan Year (**Year End Resolution Period**). For any Disputed Amounts that Customer has paid prior to the end of the Year End Resolution Period, such amounts will be included in Billed Qualifying Service Revenue for the Plan Year that just ended, subject to Section (E)(4)(d) following.

Example: Assume that the Telephone Company billed Customer MRCs totaling $50,000,000 for Qualifying Services in October of Plan Year 1. Assume further that Customer disputed and did not pay $2,000,000 of such billed MRCs as of the end of the Year End Resolution Period for Plan Year 1. Thus, in determining whether Customer met the SPAMARC Amount required to avoid a Shortfall Payment under Section (G)(2) following for Plan Year 1, the Telephone Company would exclude $2,000,000 from Customer's Achieved Annual Revenue.

Example #2: Assume that the Telephone Company billed Customer MRCs totaling $50,000,000 for Qualifying Services in October of Plan Year 1. Assume further that Customer disputed but paid the $2,000,000 of such billed MRCs as of forty-five (45) days after the end of Plan Year 1. Thus, in determining whether Customer met the SPAMARC Amount required to avoid a Shortfall Payment under Section (G)(2) following for Plan Year 1, the Telephone Company would include the disputed but paid $2,000,000 in Customer's Achieved Annual Revenue. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(E) Qualifying Services (Cont'd) (N)

(4) Disputed Amounts (Cont'd)

(b) Except as set forth in Sections (E)(4)(e) and (f) following, for purposes of the annual true-up under Section (G)(2) following, the Telephone Company shall exclude from Billed Qualifying Service Revenue any credits or debits for Services billed during Plan Years prior to the Plan Year that is the subject of the true-up (regardless of whether such credits or debits were the result of a valid dispute by Customer or were the result of a billing error by the Telephone Company).

Example: Assume that the Telephone Company billed Customer MRCs totaling $50,000,000 for Qualifying Services in October of Plan Year 1. Assume further that Customer disputed and did not pay $2,000,000 of such billed MRCs, and the dispute remains unresolved as of February 20 of Plan Year 2. Thus, in determining whether Customer met the SPAMARC Amount required to avoid a Shortfall Payment under Section (G)(2) following for Plan Year 1, the Telephone Company would exclude $2,000,000 from Customer's Achieved Annual Revenue. Assume (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(E) Qualifying Services (Cont'd)
(4) Disputed Amounts (Cont'd)

(N)

(b) Example (Cont'd)

further that in March of Plan Year 2, the Telephone Company and Customer agree that such billing was partially in error; and the dispute is resolved by Customer paying $1,800,000 and the Telephone Company issuing Customer a credit of $200,000 for the applicable Qualifying Services in March of Plan Year 2. For purposes of the Plan Year 2 true-up under Section (G)(2) following, the $1,800,000 payment by Customer would be included in Customer's Billed Qualifying Service Revenue for Plan Year 2, but the $200,000 credit by the Telephone Company would not be included in Customer's Billed Qualifying Service Revenue for Plan Year 2 or any other Plan Year in the Service Period.

(c) Claim Period. To the extent that Customer disputes any amount billed for any Special Access services that are Qualifying Services as defined in Section (E)(1) preceding (or any portion of such a billed amount), Customer must submit such disputes to the Telephone Company no later than three hundred sixty five (365) days after the date of the invoice on which the Disputed Amount first appeared (such 365-day period, the **Claim Period**). Each dispute must be submitted on a claim description form as provided by the Telephone Company, must describe in detail Customer's basis for the dispute, and must clearly state next to the circuit ID and amount under dispute the following: "Dispute Associated with 2016 Contract Tariff." For the avoidance of any doubt, the Telephone Company shall not be required to consider any dispute regarding any Disputed Amount not submitted within the Claim Period, and Customer shall be deemed to waive any disputes not submitted prior to the end of the Claim Period. Customer (using a Claim Description Form or otherwise) may not: (i) retroactively dispute any amounts that first appeared on an invoice more than three hundred sixty five (365) days prior to the date on which Customer submits the dispute to the Telephone Company or (ii) prospectively dispute amounts to be billed in future invoices. Customer shall pay, on or before the due date that applies under the tariffs, all amounts that are not subject to a bona fide dispute that Customer has submitted in accordance with the terms of this Section (E)(4)(c). To the extent that the terms of FCC 16 conflict with the Claim Period terms set forth in this Section (E)(4)(c) with respect to amounts billed for Qualifying Services under FCC 16, the terms of FCC 16 shall apply instead of the conflicting term(s) of this Section (E)(4)(c). (x) (x) (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

Vice President, Federal Regulatory
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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(E) Qualifying Services (Cont'd)
(4) Disputed Amounts (Cont'd)

(N)

(d) If any Disputed Amounts that were billed during a particular Plan Year remain disputed and unpaid as of the end of the Year End Resolution Period for that Plan Year, then such Disputed Amounts shall be excluded from Billed Qualifying Service Revenue for purposes of the annual true-up for that Plan Year under Section (G)(2) following, regardless of whether the Claim Period for the subject amount has expired as of the end of the Year End Resolution Period. If the dispute is resolved and Customer pays the Disputed Amount prior to the end of the Year End Resolution Period, then the Telephone Company will include the amount paid by Customer in Billed Qualifying Service Revenues for purposes of the annual true-up under Section (G)(2) following for the just-concluded Plan Year, in which case Customer may not thereafter raise any further disputes regarding the Disputed Amounts (regardless of whether there would otherwise still be time remaining for Customer to raise such a dispute under the Claim Period, other provisions of the tariffs, applicable law or elsewhere).

(e) If a Disputed Amount is excluded from Billed Qualifying Service Revenue for a given Plan Year because the Disputed Amount remained unpaid as of the Year-End Resolution Period, and if Customer, in a subsequent Plan Year, withdraws or settles the dispute and pays any withheld Disputed Amount (the amount of the Disputed Amount with respect to which Customer withdraws or settles the dispute and pays any withheld Disputed Amount may be referred to as a **Resolved Disputed Amount**), then that Resolved Disputed Amount (if it otherwise qualifies to be treated as Billed Qualifying Service Revenue) will be included in Billed Qualifying Service Revenue for the Plan Year in which the dispute is withdrawn or settled and Customer pays any withheld Disputed Amount; provided, however, that in no event shall Billed Qualifying Service Revenue for a given Plan Year include more than five million U.S. Dollars ($5M) in Resolved Disputed Amounts from a previous Plan Year (**Resolved Disputed Amount Cap**), and any excess Resolved Disputed Amount above the Resolved Disputed Amount Cap shall be carried over and included in Billed Qualifying Service Revenue in the next Plan Year (but not beyond that next Plan Year) and shall count toward the Resolved Disputed Amount Cap for that next Plan Year. If a Resolved Disputed Amount is included in Billed Qualifying Service Revenue pursuant to the preceding sentence (or was a Resolved Disputed Amount in excess of the Resolved Disputed Amount Cap and, therefore, carried over to the next Plan Year), then Customer may not at any time thereafter raise, and Customer shall waive, any further claims or disputes regarding the Disputed Amount (regardless of whether there would otherwise still be time remaining for Customer to raise such a dispute under the Claim Period, other provisions of the tariffs, applicable law or elsewhere).

(N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(E) Qualifying Services (Cont'd)
(4) Disputed Amounts (Cont'd)
(e) (Cont'd)

Example: Assume that the Telephone Company billed Customer MRCs totaling $50,000,000 for Qualifying Services in October of Plan Year 1. Assume further that Customer disputed and did not pay $6,000,000 of such billed MRCs and the dispute remains unresolved as of February 20 of Plan Year 2. Thus, in determining whether Customer met the SPAMARC Amount required to avoid a Shortfall Payment under Section (G)(2) following for Plan Year 1, the Telephone Company would exclude $6,000,000 from Customer's Achieved Annual Revenue. Assume further that in March of Plan Year 2, the Telephone Company and Customer agree that such billing was partially in error; and the dispute is resolved by Customer paying $5,500,000 and the Telephone Company issuing Customer a credit of $500,000 for the applicable Qualifying Services in March of Plan Year 2. For purposes of the Plan Year 2 true-up under Section (G)(2) following, $5,000,000 of the $5,500,000 paid by Customer in March of Plan Year 2 would be included in Customer's Billed Qualifying Service Revenue for Plan Year 2, but the remaining $500,000 paid by Customer exceeds the Resolved Disputed Amount Cap and will not be included in Customer's Billed Qualifying Service Revenue for Plan Year 2 but will be carried over and included in Billed Qualifying Service Revenue for Plan Year 3 (subject to the Resolved Disputed Amount Cap for Plan Year 3. Also, the $500,000 credit by the Telephone Company would be subtracted from Customer's Billed Qualifying Service Revenue for Plan Year 2 pursuant to Section (E)(4)(f) following. (N)

(f) If a Disputed Amount is included in Billed Qualifying Service Revenue for a given Plan Year because Customer paid the Disputed Amount pending resolution of the dispute, and if Customer later prevails in the dispute (because the Telephone Company allows the claim in the claims process or Customer prevails through dispute resolution) and the Telephone Company issues Customer a credit in a subsequent Plan Year (the amount of such credit, the **Resolution Credit Amount**), then that Resolution Credit Amount (if it otherwise qualifies to be treated as Billed Qualifying Service Revenue) will be subtracted from Billed Qualifying Service Revenue for the Plan Year in which the Telephone Company issues the credit. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(E) Qualifying Services (Cont'd)
(4) Disputed Amounts (Cont'd)

(N)

(g) In the event that Customer withholds payment of any amounts billed for Qualifying Services, then, except as otherwise agreed in writing by the parties, the Telephone Company shall offset (i.e., withhold) such amounts from any Quarterly Credits owed to Customer until such time as Customer pays the disputed amount or the dispute is resolved in Customer's favor. For the avoidance of any doubt, Customer shall be liable for late payment charges as set forth in the tariffs with respect to any billed amounts that Customer does not pay by the date on which payment is due.

(5) USOC Updates

If, during the Service Period of this Option 71, a tariff is revised to include a USOC that is a replacement or substitution, in part or in whole, for one of the USOCs set forth in Section (E)(2) preceding or to include a USOC that was inadvertently omitted from such tariff, then (effective as of the date on which such revision to the tariff becomes effective) such new USOC shall be included in the definition of the applicable Qualifying Service(s) and such new USOC, provided it otherwise qualifies to be contributory under Sections (E)(2) and (E)(3) preceding and all other terms of this Option 71, will be counted as contributory towards Billed Qualifying Service Revenue.

(F) Serving Area

Notwithstanding any other provision of this Option 71, any Quarterly Credits will be provided only in the Metropolitan Statistical Areas (**MSAs**) that have achieved Phase I or Phase II pricing flexibility under the Telephone Company's tariffs in accordance with applicable law. Wire centers for the Phase II MSAs are listed in Section 14.7 of this tariff, Section 15.3 of FCC 11, and Section 19.1 of FCC 14. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the tariff) that occur during the Service Period will apply. For the avoidance of doubt, no Quarterly Credits will be provided in the operating territories of FCC 16.

(x) (x) (N) (x)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(G) Quarterly Credits and Annual True-up (N)
(1) Quarterly Credits

(a) If Customer satisfies the eligibility criteria set forth in Section (C) preceding, and subject to the annual true-up described in Section (G)(2) following and any withholding by the Telephone Company under Section (E)(4)(f) preceding (and subject further to any termination of this Option 71), Customer shall receive quarterly billing credits in amounts to be calculated as set forth in Table 1 below (**Quarterly Credits**). The Telephone Company will provide the Quarterly Credits on Customer's bills within one hundred twenty (120) calendar days after the end of the applicable Quarter. The Quarterly Credits are calculated using the formulas set forth in Table 1 following based on the **Quarterly Credit Revenue Basis**, which is defined as the amount of Billed Qualifying Service Revenue, as defined in Sections (E)(2) and (E)(3) preceding, but excluding revenue for DS1 Services as defined in Section (E)(2)(a), that Customer achieved during the period from (and including) July 2014 through June 2015. . The Quarterly Credits are provided for Customer's collective subscription to this Option 71, Option 71 of FCC 11, and Option 39 of FCC 14 (i.e., Customer may not receive Quarterly Credits under more than one of the three Options). (x) (x)

Table 1

Plan Year 1 – Per Quarter	**Plan Year 2 – Per Quarter**	**Plan Year 3 – Per Quarter**	**Plan Year 4 – Per Quarter**	**Plan Year 5 – Per Quarter***	**Plan Year 6 – Per Quarter***
Quarterly Credit Revenue Basis multiplied by 9.68%.	Quarterly Credit Revenue Basis multiplied by 8.34%.	Quarterly Credit Revenue Basis multiplied by 6.85%.	Quarterly Credit Revenue Basis multiplied by 4.25%.	Quarterly Credit Revenue Basis multiplied by 1.31%.	Quarterly Credit Revenue Basis multiplied by 1.31%.

(N)

* Plan Years 5 and 6 will occur only upon mutual agreement by the parties pursuant to Section (D)(2)-(3) preceding. (N) (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(G) Quarterly Credits and Annual True-up (Cont'd) (N)

(2) Annual True-up

At the end of each Plan Year the Telephone Company shall determine the total amount of Billed Qualifying Service Revenue (as determined under Section (E) preceding) that Customer achieved for the just-concluded Plan Year (**Achieved Annual Revenue**). If Customer's Achieved Annual Revenue is equal to or greater than the SPAMARC Amount for the Plan Year being reviewed, then Customer will owe no Shortfall Payment. If Customer's Achieved Annual Revenue is less than the SPAMARC Amount, then Customer will owe a shortfall payment equal to the difference between the SPAMARC Amount for the applicable plan year and Customer's Achieved Annual Revenue for that Plan Year (**Shortfall Payment**) and the Telephone Company shall issue a debit to account for such payment obligation and Customer shall pay such debited amount.

Example: Assume that in Plan Year 1, the SPAMARC Amount is $445,000,000 and in Plan Year 2, the SPAMARC Amount is $356,000,000. Also assume that, Customer achieved $446,000,000 in Billed Qualifying Service Revenue in Plan Year 1. Customer would not owe a Shortfall Payment at the end of Plan Year 1 because Customer's Achieved Annual Revenue was greater than the Plan Year 1 SPAMARC Amount. Assume further that, in Plan Year 2, Customer achieved $355,000,000 in Billed Qualifying Service Revenue. Customer would owe a Shortfall Payment of $1,000,000 (the difference between Customer's Achieved Annual Revenue and the Plan Year 2 SPAMARC Amount of $356,000,000).

(H) Limitation on Grooms

(1) During each Plan Year, Customer shall not order more than a total of twenty-four thousand eight hundred (24,800) Grooms of DS1 Services and DS3 Services (**Maximum Annual Grooms**). The Telephone Company shall be required to accommodate the Maximum Annual Grooms in any Plan Year if requested by the Customer in accordance with the Agreed Throughput Volumes (as defined following). Customer (if it has not already done so prior to the Effective Date), upon determination of the need to initiate a groom project, shall provide the Telephone Company with a written notice indicating how Customer wishes to allocate the Maximum Annual Grooms according to (i) DS1, DS3, special access, and switched access services, (ii) per day order volumes, (iii) order volumes per each Telephone Company ordering center region, and (iv) order volumes per each Telephone Company ordering center (**Customer Groom Notice**). The Parties, no later than sixty (60) days after the Telephone Company's receipt of the Customer Groom Notice, shall discuss Customer's proposed allocation and arrive at a written mutually-agreed allocation (collectively, the **Agreed Throughput Volumes** (which will not be any more than 2,250 Grooms in a given month and up to the Maximum Annual Grooms of 24,800 for the full Plan Year), and, together with the Annual Maximum Grooms limit, (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(H) Limitation on Grooms (Cont'd)
(1) (Cont'd)

(N)

the **Groom Limitations**). This same process shall be used throughout the Plan Year to manage Customer's Grooms up to the Maximum Annual Grooms. The Groom volumes will be paced so as to be spread evenly over the Plan Year unless the Parties mutually agree in writing to a different pace. The Telephone Company will make a good faith effort to accommodate Customer's requested volumes by Telephone Company ordering center. The Telephone Company shall reject any Groom orders that are not placed in accordance with the Groom Limitations. The Maximum Annual Grooms are specific to each Plan Year; thus, for example, if in a particular Plan Year Customer ordered 500 fewer Grooms than would be allowed by the Grooms Limitations for that Plan Year, Customer could not carry forward those 500 unused Groom orders to the next Plan Year. Any Grooms that Customer requested but were not completed prior to the Service Period are not exempt from the Maximum Annual Grooms and any such Grooms that Customer wishes to complete during a Plan Year in the Service Period shall count toward the Maximum Annual Grooms for that Plan Year.

(2) ACNAs Subject to Limitation on Grooms. The Groom Limitations shall apply to all ACNAs provided in accordance with Section (C)(1) preceding. When determining whether Customer has exceeded the Groom Limitations, the Telephone Company shall count all Grooms ordered during the applicable time period (day or Plan Year) in any of the operating territories for such ACNAs.

(3) Exceptions to the Grooms Limitations

The following types of Grooms shall not be included in the Grooms Limitations and shall be performed by the Telephone Company in accordance with its normal business practices:

(a) Any Groom initiated by the Telephone Company and not requested by Customer;

(b) Any Grooms where a DS3 Service rides a Verizon optical service provided to Customer, which optical service terminates at or, originates from, a Customer Point-of-Presence (**PoP**);

(c) Any other Grooms that the Parties mutually agree in writing to not include in the count of Maximum Daily Grooms or Maximum Annual Grooms.

(4) Other than as set forth herein, all Grooms shall remain subject to the terms of the tariffs. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(I) Existing Plan True-Up Credits (N)

(1) Existing Plan True-Up Credits

During the Service Period and unless this Option 71 is terminated earlier, Customer may qualify to receive Existing Plan True-up Credits (as defined below) as described in this Section (I)(1).

(a) If, as a result of the true-up process for Qualifying Services set forth in Section 25.1.7 of this tariff and FCC 11 or Section 5.6.14 of FCC 14, Customer is billed a shortfall adjustment or charge-up adjustment or a shortfall penalty (collectively, a **True-Up Adjustment Charge**), then the Telephone Company will issue a credit equal to the amount of the True-Up Adjustment Charge for the applicable true-up period (**Existing Plan True-Up Credit**). Any such credits owed for any true-up periods in a particular Plan Year shall be made within one hundred twenty (120) days after the end of that Plan Year in conjunction with the annual true-up under Section (G)(2) preceding. (x) (x)

(b) If Customer does not pay a True-Up Adjustment Charge for a particular true-up period, then Customer will not receive an Existing Plan True-Up Credit for that true-up period.

(c) If Customer receives an Existing Plan True-Up Credit for a particular true-up period, Customer may not thereafter dispute the amount of True-Up Adjustment Charge or the Existing Plan True-up Credit.

(d) For the avoidance of any doubt, this Section (I)(1) does not affect Existing Plan provisions except as expressly set forth preceding (thus, for example, Existing Plan provisions regarding minimum periods and early termination liability, and charges associated with each, shall continue to apply as set forth in the tariffs, and Customer shall receive no credits with respect to any such charges under this Section (I)(1)). (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(I) Existing Plan True-Up Credits (Cont'd) (N)

(2) Other Tariff Provisions

All other tariff provisions applicable to the Existing Plans (including, by way of example, discounts and minimum period requirements) remain unchanged by this Section (I); provided, however, that:

(a) Except where the Parties otherwise agree in writing in the event that any Acquired Properties are included in Option 71 pursuant to Section (K)(3) following, Customer may not consolidate or combine the Existing Plans with any other CDPs or term plans (including, by way of example, by adding to the Existing Plans any companies, assets or ACNAs acquired by the Telephone Company after the Effective Date) in cases where such consolidation or combination is optional under the applicable tariff terms; thus, among other things, any such other CDPs and term plans shall remain subject to any true-up and shortfall/overage payment provisions contained therein, and such provisions are not affected by Section (I)(1) preceding; and

(b) In cases where a tariff requires (i.e., non-optional, thus not covered by Section (I)(2)(a) preceding) Customer to include Acquired Properties in an Existing Plan, then the Existing Plan True-up Credits under Section (I)(1) preceding shall cease until such time as the Parties agree in writing to include such Acquired Properties in Option 71 pursuant to Section (K)(3) following. In the event the Parties are unable to reach such written agreement within ninety (90) days after the date on which the Acquired Properties were added to an Existing Plan, then either Party may seek dispute resolution to resolve any disagreement regarding the terms and conditions that may be necessary to equitably include the Acquired Properties in this Option 71 based on the proportionality of the Acquired Properties as compared to Customer's then-embedded base of Qualifying Services that contribute to Customer's Billed Qualifying Service Revenue (including, but not limited to, any terms to adjust the SPAMARC Amounts, Quarterly Credits and Grooms Limitations). (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(J) Divestitures by the Parties (N)

(1) Notice of Divestiture

(a) Notice of Customer Divestiture

If Customer sells to an unaffiliated third party, or otherwise transfers to an unaffiliated third party its ownership of (collectively, a **Customer Divestiture**), one or more ACNA(s), or a line of business, division, affiliate, or license to operate in a particular geographic area (e.g., a CMRS license) (collectively, **Customer Sold Properties**), then Customer, prior to closure of the Customer Divestiture, or as expeditiously as practical after such closure, shall notify the Telephone Company of such Customer Divestiture via a written notice (**Customer Divestiture Notice**) that includes the following information:

(i) the date on which the Customer Divestiture is expected to close or has closed;
(ii) the affected ACNA(s);
(iii) the affected state(s) or other relevant geographic area(s); and
(iv) Information sufficient to begin the identification process of the volumes and circuit identifiers of all Qualifying Services and Billed Qualifying Service Revenues associated with the Customer Sold Properties that Customer will no longer obtain from the Telephone Company as a result of the Customer Divestiture. After sending this notification, Customer will work cooperatively with the Telephone Company (and the third-party carrier, if necessary) to complete the exchange of this information. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd)
(1) Notice of Divestiture (Cont'd)
(a) Notice of Customer Divestiture (Cont'd) (N)

Customer shall also provide such other information that the Telephone Company reasonably requests for purposes of this Section (J) (e.g., for determining an adjustment to the SPAMARC Amounts and Quarterly Credits). For the avoidance of any doubt, any Customer divestiture of its interest in Qualifying Services is subject to the terms of the tariffs applicable to such divestitures (including, by way of example, Section 2.1.2 of this tariff). Upon such a divestiture, any permitted entity that acquires Customer's interest in the Qualifying Services shall purchase such Qualifying Services in accordance with the rates, terms and conditions of the tariffs, and this Option 71 shall cease to apply with respect to such Qualifying Services.

(b) Notice of Telephone Company Divestiture

If the Telephone Company sells all or part of any of its operating telephone companies (a **Verizon Sold Property(ies)**) that provides Qualifying Services under this Option 71 during the Service Period (a **Verizon Divestiture**), then the Telephone Company, prior to closure of the Verizon Divestiture or as expeditiously as practical after such closure, shall notify Customer of such Verizon Divestiture via a written notice (**Verizon Divestiture Notice**), which shall include the date on which the Verizon Divestiture is expected to close (or has closed) and the affected state(s) or other relevant geographic area(s).

The Telephone Company shall also provide thereafter such other information that Customer reasonably requests with respect to the adjustment to the SPAMARC Amounts and Quarterly Credits for purposes of Sections (J)(3) and (J)(4) following. In cases where the Telephone Company assigns its rights and obligations to a third party (**Acquiring Third Party**) with respect to any Qualifying Services, Customer shall remain obligated to purchase such Qualifying Services from such Acquiring Third Party in accordance with the terms of Option 71 and the tariffs. To the extent Customer's SPAMARC Amount obligation is reduced under Section (J)(3) (**SPAMARC Reduction Amount**), Customer's obligation with respect to the SPAMARC Reduction Amount shall apply as between Customer and the Acquiring Third Party. Similarly, to the extent the Quarterly Credits are reduced under Section (J)(4) following (**Quarterly Credit Reduction Amounts**), the Acquiring Third Party would be required to provide Quarterly Credits in amounts equal to the Quarterly Credit Reduction Amounts provided that Customer remains eligible for Quarterly Credits under the terms of this (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(J) Divestitures by the Parties (Cont'd) (N)

(1) Notice of Divestiture (Cont'd)

(b) Notice of Telephone Company Divestiture (Cont'd)

Option 71, and subject to any Shortfall Payment that Customer may owe under such terms (taking account of the adjusted SPAMARC Amounts that apply as between Customer and the Acquiring Third Party). For the avoidance of any doubt, after any assignment implemented in connection with a Verizon Divestiture, the Telephone Company shall have no responsibility for the prospective performance of this Option 71 and/or its obligations hereunder by the assignee or transferee.

(2) Divestiture Adjustment Factor

In the event of a Customer Divestiture or Verizon Divestiture (which, in either case, may be referred to as a **Party Divestiture**), the Divestiture Adjustment Factor (determined according to the steps set forth following) will be used under Sections (J)(3) and (J)(4) following. As used following: (i) **Sold Qualifying Revenue** refers to the Billed Qualifying Service Revenues generated by Customer Sold Properties (in the case of a Customer Divestiture) or the Verizon Sold Properties (in the case of a Verizon Divestiture) that are the subject of a particular Party Divestiture and that, as a result of the Party Divestiture, the Telephone Company will no longer bill to Customer and (ii) **Sold Properties** refers to the Customer Sold Properties (in the case of a Customer Divestiture) or the Verizon Sold Properties (in the case of a Verizon Divestiture).

Step 1A: Determine the total amount of all Billed Qualifying Service Revenues that Customer achieved for the one (1)-year period ending on the day immediately prior to the date of the closing of the Party Divestiture (**Total Qualifying Revenue**).

Step 2A: Determine the total amount of Sold Qualifying Revenue generated by the Sold Properties for the one (1)-year period ending on the day immediately prior to the date of the closing of the Customer Divestiture (**Sold Qualifying Revenue**).

Step 3A: Divide the Sold Qualifying Revenue determined in Step 2A above by the Total Qualifying Revenue determined in Step 1A above to arrive at a **Divesture Adjustment Factor**.

Example of the above steps: Assume all Billed Qualifying Service Revenue for the one (1) year period ending on the day immediately prior to the closing date of the Party Divestiture was $200M. Also assume the Sold Qualifying Revenue over that same time period as $40M. The Divestiture Adjustment Factor would be 20%. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(J) Divestitures by the Parties (Cont'd) (N)

(3) SPAMARC Amount Adjustments

In the event of a Party Divestiture, the Telephone Company shall adjust the SPAMARC Amounts set forth in Section (B)(5) preceding as follows:

(a) For purposes of the annual true-up for the Plan Year in which the Party Divestiture closed (**Closing Plan Year**):

Step 1B: For the Closing Plan Year, determine the number of days remaining in the period that begins on the Party Divestiture closing date and ends on the last day of the Plan Year (**Remaining Plan Year Days**).

Step 2B: Divide the number of Remaining Plan Year Days by three hundred sixty five (365) to produce a **Closing Plan Year Adjustment Factor**.

Step 3B: Multiply the SPAMARC Amount for the subject Plan Year by the Closing Plan Year Adjustment Factor.

Step 4B: Multiply the amount produced by Step 3B by the Divestiture Adjustment Factor.

Step 5B: Subtract the amount resulting from Step 4B above from the SPAMARC Amount for the subject Plan Year to arrive at the **Closing Plan Year Adjusted SPAMARC**. The Closing Plan Year Adjusted SPAMARC shall then replace the SPAMARC Amount under Section (B)(5) preceding for the purposes of the annual true-up under Section (G)(2) preceding.

Example of the above steps: Assume the following: a Party Divestiture occurs on the 165th day of Plan Year 2, the SPAMARC for Plan Year 2 is $180M, and the Divestiture Adjustment Factor (as described in Section (J)(2) preceding) is 20%.

Step 1B: The Remaining Plan Year Days = 200 Days.
Step 2B: The Closing Plan Year Adjustment Factor would be 54.8% (200/365).
Step 3B: Multiply 54.8% by $180M, which produces the result $98.64M.
Step 4B: Multiply $98.64M by 20%, which produces the result of $19.73M.
Step 5B: Subtract $19.73M from the SPAMARC of $180M to calculate the Closing Plan Year Adjusted SPAMARC of $160.17M. (N)

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21. Contract Tariffs (Cont'd)

21.72 Contract Tariff Option 71 (Cont'd)

(J) Divestitures by the Parties (Cont'd) (N)

(3) SPAMARC Amount Adjustments (Cont'd)

(b) For purposes of Plan Years subsequent to the Plan Year in which the Party Divestiture closed:

Step 1C: Multiply each of the SPAMARC Amounts (as set forth in Section (B)(5) preceding) for the remaining Plan Year(s) by the Divestiture Adjustment Factor.

Step 2C: For each of the remaining Plan Years, subtract the amount resulting from Step 1C from the SPAMARC Amount (as set forth in Section (B)(5) preceding) for the respective Plan Years.

Step 3C: The amounts resulting from Step 2C are the new SPAMARC Amounts that will be used for purposes of the annual true-ups in the Plan Years subsequent to the Plan Year in which the Party Divestiture occurred.

Example of the above steps: Assume the following: a Party Divestiture occurs on the 165th day of Plan Year 2, the SPAMARC for Plan Year 3 is $170M, the SPAMARC for Plan Year 4 is $160M, and the Divestiture Adjustment Factor (as described in 11.2 above) is 20%. The Adjusted SPAMARC for Plan Year 3 will be $136M ($170M - $34M). The Adjusted SPAMARC for Plan Year 4 will be $128M ($160M - $32M).

In the event of a subsequent Party Divestiture, the new SPAMARC Amounts resulting from Step 3C above will be used as the baseline SPAMARC Amounts that will be adjusted in accordance with the above provisions. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd) (N)
(4) Quarterly Credit Adjustments

In the event of a Party Divestiture, the Telephone Company shall adjust the Quarterly Credits set forth in Section (G) preceding as follows:

(a) In the event a Party Divestiture that closes on any day of a Quarter other than the last day of a Quarter, the Telephone Company shall adjust the Quarterly Credit that would have applied for that Quarter under Section (G) preceding as follows:

Step 1D: Identify the Quarterly Credit that would be due for the Quarter in which the Party Divestiture occurred (such Quarter, the "Divestiture Closing Quarter").

Step 2D: For the Divestiture Closing Quarter, determine the number of days up to and including the Party Divestiture closing date.

Step 3D: Determine the number of days remaining in the Divestiture Closing Quarter after the Party Divestiture closing date by subtracting the result of Step 2D from 91.

Step 4D: Divide the amount identified in Step 2D by ninety-one (91) to determine the percentage of days before Party Divestiture in the Divestiture Closing Quarter.

Step 5D: Divide the amount identified in Step 3D by ninety-one (91) to determine the percentage of days after Party Divestiture in the Divestiture Closing Quarter.

Step 6D: Multiply the amount from Step 1D by the result of Step 4D to determine the portion of Quarterly Credit due for the period prior to the Party Divestiture.

Step 7D: Multiply the amount from Step 1D by the result of Step 5D to determine the unadjusted portion of Quarterly Credit that would be due for the period after the Party Divestiture.

Step 8D: Multiply the amount from Step 7D by the Divestiture Adjustment Factor.

Step 9D: Subtract the amount resulting from Step 8D from the result of Step 7D.

Step 10D: Add the result of Step 9D to the result of Step 6D to determine the Quarterly Credit due for the Divestiture Closing Quarter.

Example of the above steps: Assume a Party Divestiture occurs on the seventy-fifth (75th) day of the second Quarter of a Plan Year. Also assume that the Quarterly Credit amount for the Plan Year is $30M. Lastly, assume the Divestiture Adjustment Factor is 20%. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd)

(4) Quarterly Credit Adjustments (Cont'd) (N)

(a) (Cont'd)

Example of the above steps: (Cont'd)

Step 1D: The Quarterly Credit Amount is $30M.

Step 2D: The number of days in the Divestiture Closing Quarter up to and including Party Divestiture Closing Date is 75.

Step 3D: 91 days minus 75 days is 16 days.

Step 4D: 75 days / 91 days is 82.42%

Step 5D: 16 days / 91 days is 17.58%

Step 6D: $30M multiplied by 82.42% = $24,725,275

Step 7D: $30M multiplied by 17.58% = $5,274,725

Step 8D: $5,274,275 multiplied by 20% = $1,054,945

Step 9D: $5,274,725 minus $1,054,945 = $4,219,780

Step 10D: $24,725,275 plus $4,219,780 = $28,945,055

(b) For purposes of Quarterly Credits for any Quarters remaining in the same Plan Year after the Quarter in which the Party Divestiture occurred (**Remaining Closing Plan Year Credit Quarters**):

Step 1E: Total the Quarterly Credits for the Remaining Closing Plan Year Credit Quarters.

Step 2E: Multiply the sum resulting from Step 1E by the Divestiture Adjustment Factor.

Step 3E: Subtract the amount resulting from Step 2E from the sum resulting from Step 1E.

Step 4E: Divide the amount resulting from Step 3E by the number of Remaining Closing Plan Year Credit Quarters. (Thus, for example, if the Party Divestiture closed in the 1st Quarter of a given Plan Year, divide by four. As a further example, if the Party Divestiture closed in the 4th Quarter of a given Plan Year, divide by one.)

Step 5E: The amount(s) resulting from Step 4E is the amount(s) of the Quarterly Credits that Customer will receive for the Remaining Closing Plan Year Credit Quarters. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd)
(4) Quarterly Credit Adjustments (Cont'd)
(b) (Cont'd) (N)

Example of the above steps: Assume a Party Divestiture occurs in the second Quarter of Plan Year 2. Also assume that the unadjusted Quarterly Credit due to Customer in each Quarter of Plan Year 2 is $20M and the first Quarter credit has been paid. Lastly, assume the Divestiture Adjustment Factor = 20%.

Step 1E: Total of Quarterly Credits for the Remaining Closing Plan Year Credit Quarters= $60M (3 Quarters x $20M).
Step 2E: $60M x 20% = $12M
Step 3E: $60M - $12M = $48M
Step 4E: $48M/3 = $16M
Step 5E: The Quarterly Credit for each of the Remaining Closing Plan Year Quarters is $16M.

(i) For purposes of Quarterly Credits for the Quarters of any Plan Years remaining after the Plan Year in which the Party Divestiture closed (**Subsequent Plan Year Credit Quarters**):

Step 1F: Multiply each of the Quarterly Credit amounts set forth in Section (G)(1) by the Divesture Adjustment Factor.

Step 2F: For each Subsequent Plan Year Credit Quarter, subtract the amount resulting from Step 1F from the respective Quarterly Credits (as set forth in Section (G)(1) preceding).

Step 3F: The amounts resulting from Step 2F are the new Quarterly Credit Amounts that Customer will receive (if it remains eligible) for the Subsequent Plan Year Credit Quarters.

Example of the above steps: Assume the following: a Party Divestiture occurs on the 165th day of Plan Year 2, the SPAMARC for Plan Year 3 = $170M with Quarterly Credits of $42.5M per Quarter, the SPAMARC for Plan Year 4 is $160M with Quarterly Credits of $40M per Quarter. Lastly, assume the Divestiture Adjustment Factor (as described in Section (J)(2) preceding) is 20%. The Subsequent Plan Year Quarterly Credit for Plan Year 3 is $34M ($42.5M - $8.5M). The Subsequent Plan Year Quarterly Credit for Plan Year 4 is $32M ($40M - $8M).

In the event of a subsequent Party Divestiture, the new Quarterly Credit amounts resulting from Step 3F preceding will be used as the baseline Quarterly Credit amounts that will be adjusted in accordance with the above provisions. (N)

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd)
(5) Adjustment to Maximum Annual Grooms (N)

In the event of a Party Divestiture (as defined in Section (J)(2) preceding) the Maximum Annual Grooms limit set forth in Section (H)(1) preceding shall be reduced in accordance with the steps set forth below and the Parties by written mutual agreement will reallocate the Agreed Throughput Volumes accordingly.

Step 1G: For the Divestiture Plan Year, determine the number of days remaining in the period that begins on the Party Divestiture closing date and ends on the last day of the Plan Year (**Remaining Plan Year Days**).

Step 2G: Divide the number of Remaining Plan Year Days by three hundred sixty five (365) to produce a **Closing Plan Year Adjustment Factor**.

Step 3G: Multiply the Maximum Annual Grooms amount for the subject Plan Year by the Closing Plan Year Adjustment Factor.

Step 4G: Multiply the amount produced by Step 3G by the Divestiture Adjustment Factor as defined in Section (J)(2) preceding.

Step 5G: Subtract the amount resulting from Step 4G above from the Maximum Annual Grooms amount for the subject Plan Year to arrive at the **Closing Plan Year Adjusted Grooms Maximum**. The Closing Plan Year Adjusted Grooms Maximum shall then replace the Maximum Annual Grooms amount set forth in Section (H)(1) for the Closing Plan Year.

For purposes of calculating the Maximum Annual Grooms for Plan Years after the Closing Plan Year, the Maximum Annual Grooms amount set forth in Section (H)(1) preceding will be adjusted as follows:

Step 6G: For each Plan Year after the Closing Plan Year, Multiply the Maximum Annual Grooms amount for that Plan Year by the Divestiture Adjustment Factor. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(J) Divestitures by the Parties (Cont'd)
(5) Adjustment to Maximum Annual Grooms (Cont'd)

(N)

Example of the above steps: Assume the following: a Party Divestiture closes on the 151st day of Plan Year 2, the Maximum Annual Grooms amount for Plan Years 2 and 3 is 24,800, and the Divestiture Adjustment Factor (as described in Section (J)(2) preceding) is 20%.

Step 1G: The Remaining Plan Year Days = 214 Days.

Step 2G: The Closing Plan Year Adjustment Factor is 58.6% (214/365).

Step 3G: Multiply 58.6% by 24,800, which produces the result of 14,357.

Step 4G: Multiply 14,357 by the 20% Divestiture Adjustment Factor, which produces the result of 2,871.

Step 5G: Subtract 2,871 from the Maximum Annual Grooms amount of 24,800 to arrive at the Closing Plan Year Adjusted Grooms Maximum amount of 21,921.

Step 6G: Multiply the 20% Divestiture Adjustment Factor by the Plan Year 3 Maximum Annual Grooms amount of 24,800 = 4,960.

Step 7G: Subtract 4,960 from the Plan Year 3 Maximum Annual Grooms amount (24,800 – 4,960), resulting in an adjusted post-divestiture Maximum Annual Grooms amount of 19,840 for Plan Year 3. Repeat this calculation for all subsequent Plan Years to adjust the respective Maximum Annual Grooms amount set forth in Section (H)(1) preceding.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)

(K) Mergers and Acquisitions

(N)

(1) Notice of Customer Merger/Acquisition

In the event that, on or after the Effective Date, Customer merges with another company or acquires a company or a portion of the business of another company (including, but not limited to, any ACNA(s) not provided in accordance with Section (C)(1) preceding) (the company with which Customer merges and the company or portion of the business thereof that Customer acquires (including, but not limited to, an ACNA(s) not provided in accordance with Section (C)(1) preceding) may be referred to collectively as the **Customer Acquired Properties** and such merger or acquisition may be referred to in either case as a **Customer Acquisition**), and the Telephone Company provides any Qualifying Services in connection with such Customer Acquired Properties, then Customer, no later than the closing date of the Customer Acquisition or as expeditiously as possible after the closing date of the Customer Acquisition, shall notify the Telephone Company of the Customer Acquisition (**Customer Acquisition Notice**). Customer shall identify in such notice any Qualifying Services included in the Customer Acquired Properties. If Customer wishes to include the Customer Acquired Properties in this Option 71, then Customer in its Customer Acquisition Notice shall request the Telephone Company's consent to such inclusion.

(2) Notice of Telephone Company Merger/Acquisition

In the event the Telephone Company merges with another company, or acquires a company or a portion of the business of another company (the company with which the Telephone Company merges, and the company or portion of the business thereof that the Telephone Company acquires may be referred to collectively as the **Verizon Acquired Properties** and such merger or acquisition may be referred to in either case as a **Verizon Acquisition**). If the Telephone Company wishes to include the Verizon Acquired Properties in this Option 71, then the Telephone Company may request Customer's consent to such inclusion in a notice to Customer.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)

(K) Mergers and Acquisitions (Cont'd)

(N)

(3) If Customer requests inclusion of the Customer Acquired Properties pursuant to Section (K)(1) preceding, or if the Telephone Company requests inclusion of the Verizon Acquired Properties in accordance with Section (K)(2) preceding, then in either case the other Party, in its sole discretion, may accept or reject such request. If the Parties agree to include in this Option 71 any Customer Acquired Properties or Verizon Acquired Properties (collectively, **Acquired Properties**), such inclusion shall be as set forth in a written agreement between the Parties setting forth the terms and conditions of such inclusion (including, by way of example, any terms to adjust the SPAMARC Amounts, Quarterly Credits, and Grooms Limitations). Absent any such written agreement, Customer's achievement of the SPAMARC Amounts described in Section (B)(5) preceding shall be calculated based solely on Customer's purchase of Qualifying Services from the Telephone Company using the ACNAs provided in accordance with Section (C)(1) preceding as of the Effective Date, without adding any services or revenues attributable to expansion of Customer's purchase of any services from the Telephone Company through an Acquired Property, and the Quarterly Credit amounts and Grooms Limitations shall remain unchanged.

(4) If Customer violates the provisions of Section (K)(3), then (without limiting any other right of the Telephone Company to terminate Option 71):

(a) Customer shall notify the Telephone Company promptly upon the occurrence of such violation, and the Telephone Company, upon receipt of such notice or upon discovering the violation on its own (in which case the Telephone Company shall provide Customer written notice of such discovery) (either notice under this Section (K)(4)(a), a **Violation Notice**). Such a violation will be deemed to occur if (i) Customer assigns any Qualifying ACNAs to any existing Qualifying Services purchased through an Acquired Property as of the closing of Customer's acquisition of the Acquired Properties, or (ii) Customer disconnects any Qualifying Services purchased under a non-Qualifying ACNA of the Acquired Property, and then purchases that same Qualifying Service, to the same end-user location, under a Qualifying ACNA; provided however, that any such activity performed solely to reflect changes in services ordered by Customer's end user shall not be deemed a violation of this provision. (N)

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ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)

(K) Mergers and Acquisitions (Cont'd)

(N)

(4) (Cont'd)

(b) Upon a Violation Notice provided by either Party under Section (K)(4)(a) preceding, Customer must promptly, and no later than sixty (60) days after the date of the Violation Notice, complete such activities in cooperation with the Telephone Company to exclude the Acquired Properties from Billed Qualifying Service Revenue and to ensure such exclusion continues prospectively until such time, if at all, as the Parties agree to include the Acquired Properties in this Option 71 in accordance with Section (K)(3).

(c) In the event of a Violation Notice provided by either Party under Section (K)(4)(a) preceding, the Telephone Company shall calculate the effect of the violation (such effect may include, by way of example, any difference in rates paid by Customer or the Acquired Property as a result of the violation, any avoidance of shortfall or overage charges under the tariffs as a result of the violation, and any avoidance of Shortfall Payments that Customer would have been required to pay had the Acquired Properties been excluded) for the period during which the violation occurred and for such time as the violation continues prospectively until cured (**Unearned Economic Benefit**). Customer, upon being billed by the Telephone Company, shall pay the Telephone Company the amount of such Unearned Economic Benefit plus: (i) in a case where Customer provided the Telephone Company the Violation Notice, interest at one percent (1.0%) per month for any period during which the violation resulted in Customer receiving an Unearned Economic Benefit and (ii) in a case where the Telephone Company provided Customer the Violation Notice, interest at three percent (3.0%) per month for any period during which the violation resulted in Customer receiving an Unearned Economic Benefit.

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(L) Termination (N)

(1) Mutual Agreement

The Parties, by mutual written agreement in their sole discretion or as otherwise set forth herein, may terminate this Option 71 (and/or Customer's subscription thereto). Termination of Option 71 shall be deemed to be an automatic termination of Option 71 in FCC 11 and Option 39 in FCC 14. Except as otherwise mutually agreed in writing by the Parties or as set forth herein, any termination under this Section (L)(1) shall be effective as of the date of termination (**Termination Date**). Upon any such termination, (i) the Telephone Company, as set forth in Section (L)(1)(a) following, will calculate and issue to Customer a Quarterly Termination Credit in lieu of the Quarterly Credit that would otherwise have applied for the Quarter in which the termination occurred (**Termination Quarter**), and (ii) the Telephone Company will perform a true-up in accordance with the steps set forth in Section (L)(1)(b) following (**Termination True-Up**): (x)

(a) Termination Credit

The credit that Customer will receive under Section (G)(1) preceding for the Termination Quarter shall be determined according to the following steps:

Step 1H: Divide by three hundred sixty-five (365) the sum total of all Quarterly Credits that would apply under Section (G)(1) preceding for the Plan Year in which the termination occurred (**Termination Year**)to arrive at a daily dollar amount.

Step 2H: Multiply the dollar amount determined in Step 1H by the number of days that elapsed prior to the Termination Date within the Termination Year. The resulting amount may be referred to as the **Annual Termination Credit** to be used for purposes of the calculation in Step 3H below.

Step 3H: Reduce the Annual Termination Credit amount calculated in Step 2H by the sum total of all credits due in previous Quarters prior to the Termination Quarter (but within the Termination Year) to arrive at the Quarterly Termination Credit. Customer will receive no further Quarterly Credits under this Option 71.

Step 4H: The Telephone Company will issue the Quarterly Termination Credit on Customer's bill(s) within one hundred twenty (120) calendar days after the Termination Date upon Customer's written approval of the Quarterly Termination Credit to be issued. Once the Quarterly Termination Credit has been issued after Customer's approval of the amount, Customer may not thereafter dispute or seek adjustment to the Quarterly Termination Credit. (N)

(x) Issued under authority of Special Permission No. 15-021 of the Federal Communications Commission.

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21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)

(L) Termination (Cont'd)

(1) Mutual Agreement (Cont'd)

(a) Termination Credit (Cont'd)

Example of the above steps: Assume that on the one hundred ninetieth (190th) day of Plan Year 2, the Telephone Company terminates this Option 71. Also assume that the 190th day of Plan Year 2 is the eighth (8th) day of the 3rd Quarter of Plan Year 2. Assume further that the Quarterly Credit under Section (G)(1) preceding is $26,500,000.

Step 1H: Quarterly Credit = $106,000,000 / 365 days = $290,411 daily amount.

Step 2H: The amount $290,411 from Step 1H above multiplied by 190 Days = $55,178,082.

Step 3H: The amount of $55,178,082 from Step 2H minus $53,000,000 ($26,500,000 x 2 Quarters prior to the Termination Quarter) = Quarterly Termination Credit of $2,178,082. (N)

(N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(L) Termination (Cont'd)
(1) Mutual Agreement (Cont'd)

(N)

(b) Termination True-Up

The Telephone Company will review Customer's performance during the period from the beginning of the Plan Year in which the termination occurred through the Termination Date (**Termination Review Period**) according to the following steps, and Customer shall owe any resulting shortfall payment:

Step 1I: Divide by three hundred sixty five (365) the SPAMARC Amount for the Plan Year in which the termination occurred to arrive at a daily SPAMARC Amount.

Step 2I: Multiply the daily amount resulting from Step 1I by the total number of days in the Termination Review Period to arrive at a **Termination Review SPAMARC Amount**.

Step 3I: Determine the amount of Billed Qualifying Service Revenue that Customer Achieved during the Termination Review Period. For purposes of such determination, any billed amounts that remain Disputed Amounts as of thirty (30) days after the date of the termination shall be excluded from Billed Qualifying Service Revenue.

Step 4I(A): If the amount of Billed Qualifying Service Revenue that Customer Achieved during the Termination Review Period as determined under Step 3I is less than the Termination Review SPAMARC Amount, then Customer shall owe a shortfall payment equal to the difference between the Termination Review SPAMARC Amount and the amount of Billed Qualifying Service Revenue that Customer actually achieved during the Termination Review Period. Upon determining the shortfall amount owed, the Telephone Company shall issue a debit(s) to Customer's bill(s) to account for Customer's payment of the shortfall amount and Customer shall pay such amount.

Step 4I(B): If the amount of Billed Qualifying Service Revenue that Customer achieved during the Termination Review Period as determined under Step 3I is equal to or greater than the Termination Review SPAMARC Amount, then Customer will owe no shortfall payment. (N)

ACCESS SERVICE

21. Contract Tariffs (Cont'd)
21.72 Contract Tariff Option 71 (Cont'd)
(L) Termination (Cont'd)
(1) Mutual Agreement (Cont'd)

(b) Termination True-Up (N)

Example of the above steps: Assume that on the one hundred ninetieth (190th) day of Plan Year 2, the Telephone Company terminates this Option 71. Also assume that Customer achieved Billed Qualifying Service Revenue in the amount of $130.14M for Plan Year 2 through the Termination Date.

Step 1I: Plan Year 2 SPAMARC of $356M divided by 365 days = daily SPAMARC Amount of $975,342.

Step 2I: The daily SPAMARC Amount of $975,342 multiplied by 190 days = Termination Review SPAMARC Amount of $185,315,068.

Step 3I: Billed Qualifying Service Revenue achieved during the Termination Review Period is $130.14M.

Step 4I: Because the amount of achieved Billed Qualifying Service Revenue during the Termination Review Period is $55,175,068 less than the Termination Review SPAMARC Amount, Customer owes a shortfall payment of $55,175,068.

(2) Termination by the Telephone Company for Failure to Achieve Any SPAMARC Amounts

If the Telephone Company wishes to terminate this Option 71 for Customer's failure to achieve the SPAMARC Amount by the end of a Plan Year and Customer's failure to pay the Shortfall Payment(s) owed, which failure shall be deemed a material breach of this Option 71, then (without limiting Customer's obligation to pay the Shortfall Payment(s) owed) the Telephone Company shall provide notice of its termination of Option 71 by no later than ninety (90) calendar days after the end of the applicable Plan Year. Upon such termination Customer shall be entitled to all Quarterly Credits owed for such just-concluded Plan Year (subject to payment of any Shortfall Payments owed), but shall not be eligible for any Quarterly Credits for any period of time after the end of such Plan Year. (N)

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ACCESS SERVICE

24. Tariffed Service Components

24.1 General

The Tariffed Service Components offered in this Section 24 are for the exclusive use of customers for connecting to the interstate services provided by the Telephone Company as described in more detail herein.

24.1.1 Shared Network Arrangement

(A) A Shared Network Arrangement is a service offering that enables a customer (the "Service User") to connect certain Tariffed Service Components to a Telephone Company provided service of another customer (the "Host Subscriber"), with the Telephone Company maintaining separate records and billing. Each customer will be billed for those rate elements associated with his own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split.

(B) Under a Shared Network Arrangement, Tariffed Service Components can connect to Telephone Company provided services as specified in the following table:

Tariffed Service Component	Telephone Company provided service	
		(D) (D)
Point to Point SONET service		(C)
Switched Ports	point to point SONET service	(C)
Dedicated SONET ring		(N)
Switched Ports	dedicated SONET ring service	(N)

(C) When establishing a Tariffed Service Component under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the Service User must provide to the Telephone Company the Connecting Facility Assignment (CFA) of the Host Subscriber.

Upon receipt of an ASR with the required fields populated indicating a signed letter of authorization exists for a Shared Network Arrangement from the Host Subscriber, the Telephone Company will undertake to connect the Service User's Tariffed Service Components to the Host Subscriber's service and to establish and maintain separate billing for the Service User's portion of the service.

(D) Under the Shared Network Arrangement, the Telephone Company may share with the Host Subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Telephone Company as is necessary to perform billing reconciliations and/or other functions required in connection with maintaining account records.

(E) Section 6.8.20 preceding contains rate regulations specific to Shared Network Arrangements. (T)

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24. Tariffed Service Components (Cont'd)

24.2 Reserved for Future Use (C)

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24. Tariffed Service Components (Cont'd)

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24. Tariffed Service Components (Cont'd)

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24. Tariffed Service Components (Cont'd)

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.3 Point To Point SONET Service Switched Ports (C)

24.3.1 General

Telephone Company provided point to point SONET service is provided where technically and operationally feasible as determined by the Telephone Company and provides a customer with SONET based broadband access transport over the Telephone Company's shared SONET network. The customer has the option to order the service with multiplexing capability from which lesser capacity Switched Access channels can be derived via ports on the node. (C)

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24.3.2 Deployment and Availability

The point to point SONET service Switched port is provided with the service interval applicable to Switched Access Service. (C) (C)

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ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.3 Point To Point SONET Service Switched Ports (Cont'd) (C)

24.3.3 Application of Rates and Charges (T)

(A) Application of Port Rates and Charges

(1) Rates and charges apply for each Port provided. (C)

(2) For a rearrangement of the manner a multiplexing node of IBT service is configured which involves a DS1 Port and/or a DS3/STS1 Port, a Node Mapping Rearrangement Charge for SONET Switched Access following applies. An example of a change in service configuration would be the rearrangement of an STS1 channel of IBT OC3 that contains a DS3 that is STS1 mapped to an STS1 channel that contains up to 28 DS1s that are VT mapped. The Node Mapping Rearrangement Charge applies for each multiplexing node of the IBT service configured and not on a per channel basis within the IBT service. (M)

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(D)

(B) Change in Port Type (T)

A change in port type will be treated as a discontinuance of the existing service and port and installation of a new service and port. All associated nonrecurring charges will apply for the new service and port. A new minimum period will be established for the new service and port. The customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service and port.

Certain material on this page formerly appeared on 5th Revised Page 8-10.1.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.3 Point To Point SONET Service Switched Ports (Cont'd) (C)

24.3.4 Term Plans (T)

(A) Switched Ports are offered on a month-to-month basis or under a 3-year or 5-year term. The term for any Switched Access Services associated with such Port must be the same term as the Port. For example, if a 3-year term is applicable to the Point to Point SONET Service Port, the associated Switched Access Service must have a term of 3 years. (C)

(B) The Switched Port is billed to the customer of record for the associated point to point SONET service. (C) (D)

24.3.5 Expiration of Commitment Period (T)

Upon expiration of any Commitment Period, the Telephone Company will continue to provide Ports on a month-to-month basis, under the prevailing rates of the current term plan, until the customer cancels service or requests a new term plan. (D)

24.3.6 Termination Liability (T)

Switched Ports which are provided under 3-Year or 5-Year term plans are subject to termination liability if service is disconnected prior to the end of the term plan. Termination charges are calculated as follows: (C)

(A) If the disconnect occurs during the first year of service, termination liability is calculated at one hundred percent (100%) of the monthly charges for the unexpired portion of the first year, and at fifteen percent (15%) of the monthly charges for the remainder of the term plan.

(B) If the disconnect occurs after the first year of service, termination liability is calculated at fifteen percent (15%) of the monthly charges from the date of disconnection through the remainder of the term plan.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.3 Point To Point SONET Service Switched Ports (Cont'd) (C)

24.3.7 Minimum Period (M)

(A) Month-to-Month Billed Ports (M)

Switched Ports which are provided on a month-to-month basis are subject to a one year minimum service period. If service is disconnected during the first year, the minimum period charge is one hundred percent (100%) of the monthly rate from the date of disconnection through the end of the first year. (C)(x) (M) | | (M)

(B) 3-Year and 5-Year Billed Ports (M)

Switched Ports which are provided with a 3-Year or 5-Year term are not subject to a separate minimum service period. Minimum service period charges are recovered through the application of termination liability under Section 24.3.6 preceding. (C)(x) (M) (M) (T)(x)

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(x) Certain material on this page formerly appeared on Original Page 24-11.

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24. Tariffed Service Components (Cont'd)

24.3 Point To Point SONET Service Switched Ports (Cont'd) (C)

24.3.8 Rates and Charges (T)

(A) Low Speed Switched Ports* (T) (x)
- Per Port (M) (x)

Type	USOC	Recurring Rate	Nonrecurring Rate
DS1 Port			
Month-to-Month	S9KAX	$ 28.00	None
3-year Term	S9KA3	28.00	None
5-year Term	S9KA5	28.00	None
DS3 Port			
Month-to-Month	S9KAX	115.00	None
3-year Term	S9KA3	115.00	None
5-year Term	S9KA5	115.00	None

(B) Multiplexing Node Mapping Rearrangement

	USOC	Nonrecurring Charge
Per multiplexing node	NRMP9	$1,599.00

* Rates are applicable to all Rate Zones. (M) (x)

(x) Certain material on this page formerly appeared on 2nd Revised Pages 8-16.17, 8-16.18 and 8-16.19.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.4 Dedicated SONET Ring Switched Ports (N)

24.4.1 General (N)

(A) Telephone Company provided dedicated SONET ring (**DSR**), which is provided where technically and operationally feasible as determined by the Telephone Company, provides a customer with a dedicated high capacity customized network designed in a diversely routed ring architecture or topology that assures survivability. (T) (x)

(B) Ports may be ordered in a symmetrical arrangement (e.g., DS3 Port to DS3 Port) or in an asymmetrical arrangement (e.g., OC12 Port to DS3 Port). Ports are not provided at mutually agreed upon locations where a high speed (pass-through) interface is utilized. (T) (x)

(C) The following DSR Switched Ports are accepted speeds on Company provided DSR nodes that are not enhanced. (T) (M) (M) (x)

Nodes:	OC3	OC12/3	OC12	OC48	OC192
DS1 Ports	X	X			
DS3 Ports	X	X	X	X	X
STS1 Ports	X	X	X	X	X

(T) (x) (T) (M) (M) (x)

(x) Certain material on this page formerly appeared on 3rd Revised Page 23-1, 2nd Revised Page 23-10, 2nd Revised Page 23-13

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)

24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)

24.4.1 General (Cont'd) (N)

(D) Asymmetrical Ports (M)

(1) Asymmetrical ports allow lower level services to be added to, and dropped from, DSR using ports with different transmission rates. For example, a DS1 channel can be added to the ring via a DS3 port and dropped from the ring via a DS1 port. These lower level services may originate and/or terminate at locations that are on or off of the DSR. (M)

(2) Asymmetrical ports are available in the following combinations: (M) (M)

Ring Capacity	APF Rate	Asymmetrical Port Combinations	(M)
OC3 DSR Ring			
	STS-1	STS1 - DS3	
OC12 DSR Ring	N/A	STS1 - DS3	
	OC3	OC3 - STS1 OC3 – DS3	
OC48 DSR Ring	N/A	STS1 - DS3	
	OC12	OC12 - STS1 OC12 - DS3	
	OC3	OC3 - STS1 OC3 - DS3	(M)

Certain material on this page formerly appeared on 2nd Revised Page 23-14 and 1st Revised Page 23-14.2.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)
24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)
24.4.1 General (Cont'd) (N)

(E) Partial Ring (T) (x)

When ordering lower speed channels that originate at and terminate to nodes which are not within the partial ring provided by the Telephone Company, the customer must provide the Telephone Company with a copy of the order. This order provides the Telephone Company with authority to perform the necessary mapping of the channel through the partial ring to ensure continuity of the signal over the jointly provided ring. A Channel Mapping nonrecurring charge will apply for each channel mapped through the Telephone Company provided partial ring. Channel mapping charges do not apply when ordering channels that originate at and/or terminate to nodes on the Telephone Company's portion of the partial ring. (M) (x)

(F) Connection to Other Services

(1) When a customer transmits STS1 signals, the mapping feature must be designated.

(2) Extended Superframe Format (**ESF**) is required on all DS1 circuits in order to ensure performance objectives. (M) (x)

(x) Certain material on this page formerly appeared on 1st Revised Page 23-5 and 2nd Revised Page 23-9.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)
24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)

24.4.2 Application of Rates and Charges (N)

(A) DSR Switched Ports are available for 3, 5, and 7-Year commitment periods. DSR Switched Ports are also available on monthly terms. Ports* added subsequent to the initial installation may be coterminous to the expiration date of the DSR provided the addition is prior to the 21st month for a 3-year plan, prior to the 36th month for a 5-year plan, or prior to the 50th month for a 7-Year plan. However, ports in a Month-to-Month plan may be added at any time. (T) (x) (M)

(B) Once a term period expires, the prevailing monthly rates of the current plan will continue until the customer cancels service or requests a new term plan.

(C) Nonrecurring Charges

(1) First and Additional Nonrecurring Charges for Ports

(a) The First Nonrecurring Charge applies to the first of each port type and speed installed at a node. The Additional Nonrecurring Charge applies for each additional port of the same type and same speed added at the same node on the same order. For example, if a customer places an order for ten (10) GigE3 Ports at the same OC48 node, one First Nonrecurring Charge and nine Additional Nonrecurring Charges will apply for the GigE3 Ports. The charge will vary based on whether the installation is in connection with the initial installation of the DSR service or a subsequent installation of ports.

(b) Nonrecurring charges for DSR ports purchased on a month-to-month plan at the initial installation of DSR service apply on a first and additional basis.

(c) Nonrecurring charges for DSR ports purchased under a term plan apply on a first and additional basis for each DSR port that is ordered subsequent to the initial installation of DSR Service.

(d) Changes in Month-to-Month billed ports are treated as disconnects and subsequent installations for which subsequent nonrecurring charges apply. (M) (x)

(x) Certain material on this page formerly appeared on 2nd Revised Page 23-17 and 1st Revised Page 23-17.1.

* Ports requiring enhanced nodes may not be added to nodes that are not enhanced. (M) (x)

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24. Tariffed Service Components (Cont'd)
24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)
24.4.2 Application of Rates and Charges (Cont'd) (N)
(C) Nonrecurring Charges (Cont'd) (N)

(2) A Channel Mapping nonrecurring charge applies for each DS1, DS3 or STS1 channel which the Telephone Company must map over the partial ring. Channel mapping is only required on channels that originate at and terminate to devices that are not within the partial ring. (T)(x) (T) | (M) | (M)(x)

(3) When a lower capacity service is dropped from a DSR Ring, the associated ports will be billed to the lower capacity service. Lower capacity services may not be dropped at locations utilizing a pass-through interface. However, a Channel Mapping Charge will apply for each DS1, DS3 or STS1 lower capacity service that originates at and terminates to devices that are not within the partial ring provided by the Telephone Company. The Channel Mapping Charge is billed to the lower capacity service. (T)(x) (M) | | (M) (T) | (M) | | (M)(x)

(D) Termination Liability (T)(x)

(1) Unless otherwise set forth in this Section (D), termination liability applies when DSR Switched Ports (other than Month-to-Month billed ports for which the one month minimum service charge applies) is terminated prior to the end of the applicable commitment term. (T) (M) | | (M)

(2) DSR Switched Port(s) may be canceled without termination liability when cancellation of the DSR Switched Service Port occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the DSR Switched Port. (T) (T) (M) | (M)

(3) Termination liability will not apply on a DSR Switched Port if a customer changes to a longer term commitment period for such port. (T) (M)(x)

(x) Certain material on this page formerly appeared on 1st Revised Page 23-17.1, 2nd Revised Page 23-18, and 2nd Revised Page 23-19.

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24. Tariffed Service Components (Cont'd)
24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)

24.4.3 Rates and Charges (N)

(A) Ports (M)

(1) Monthly Rates, per port
Switched Access

Port Type	USOC/ M-to-M	USOC/ 3-Year Term	USOC/ 5-Year Term
DS1 at OC3 or OC12/3 Node	S8JAX $ 28.00	S8JA3 $ 28.00	S8JA5 $ 28.00
DS3 or STS1 at OC3 or OC12/3 Node	S8JBX 115.00	S8JB3 115.00	S8JB5 115.00
DS3 or STS1 at OC12 Node	S8JCX 115.00	S8JC3 115.00	S8JC5 115.00
DS3 or STS1 at OC48 Node	S8JDX 115.00	S8JD3 115.00	S8JD5 115.00
DS3 or STS1 at OC192 Node	S8JXX 115.00	S8JX3 115.00	S8JX5 115.00

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Certain material on this page formerly appeared on 4th Revised Page 23-40.

ACCESS SERVICE

24. Tariffed Service Components (Cont'd)
24.4 Dedicated SONET Ring Service Switched Ports (Cont'd) (N)
24.4.3 Rates and Charges (Cont'd) (N)
(A) Ports (Cont'd) (N)

(2) Nonrecurring Charges (M)

(b) Initial Installation Charges, Per Month-to-Month Ports Only Switched Access

Port Type	Nonrecurring Charge First	Nonrecurring Charge Additional
DS1, DS3 or STS1	805.00	343.00

(2) Subsequent Installation Charges, All Ports Switched Access

Port Type	USOC	Nonrecurring Charge First	Nonrecurring Charge Additional
DS1, DS3 or STS1	NRB4F	$1.00	$0.75

(B) Partial Ring Channel Mapping, per channel mapped on a partial ring

Channel Type	USOC	Nonrecurring Charge
DS1*	NRMUF	$150.00
DS3 or STS1*	NRMUG	150.00 (M)

* Rate applies to Price Bands 4, 5, and 6. (M)

Certain material on this page formerly appeared on 3rd Revised Page 23-49, 2nd Revised Page 23-51, and 2nd Revised Page 23-60.

ACCESS SERVICE

25. Discount Plans

The following discount plans are available to customers who purchase the applicable services and meet the requirements for each such discount plan that remains effective on a grandfathered basis, as set forth in Section 25.1 following for Commitment Discount Plans## and Section 25.3 following for National Discount Plan#. Because CDPs and NDPs are grandfathered, any references to CDPs or NDPs in this tariff are solely for purposes of administering grandfathered CDPs and NDPs, and any such references may not be interpreted to mean new CDPs or NDPs are available or that expiring CDPs or NDPs may be renewed or extended. (C) (N) (T) (N) (N)

25.1 Commitment Discount Plans

A Commitment Discount Plan (CDP) provides for the application of a discount to the monthly recurring rates for service(s) included in the CDP based on a Minimum Commitment of channel terminations. For administrative purposes, all services included in CDP are managed as a single plan with separate commitment periods applicable to each service type. Customers may combine certain services together when establishing their commitment levels in accordance with Section 25.1.3 following. Only one (1) CDP is permitted per customer (i.e., one per legal entity).

Subject to Section 1.1 preceding, the Telephone Company manages a CDP as a single plan by combining the commitment for Channel Terminations in Competitive and Non-Competitive Counties and applying tariffed and detariffed rates, terms and conditions as applicable.

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 as set forth in (E) following are eligible for inclusion in CDP. The types of services included in the CDP are set forth following.

(B) CDPs for Switched Access Service Direct Trunked Transport are only available in states where Collocated Interconnection as set forth in Section 19 preceding has become operational and either:

(1) a total within the state of 100 DS1 equivalent Entrance Facility Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems and remote nodes; or

(2) an average of 25 DS1 equivalent Entrance Facility Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.

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Availability limited. Refer to # footnote on Page 25-40.
Availability limited. Refer to footnotes on Page 25-10. (N)

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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)

(1) If a customer subscribed to CDP prior to July 16, 2016, all eligible service types must be included in CDP with the exception of the following: (i) IEF services; (ii) Special Access DS3 High Capacity/44.736 Mbps Services (Special Access DS3 Services) and Special Access DS1 High Capacity/1.544 Mbps Services (Special Access DS1 Services), as set forth in Section 7.2.9 preceding, that are included in the National Discount Plan (NDP) as set forth in Section 25.3 following; and (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. For IEF services, the customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; or (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) and (A)(7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively.

(2) If a customer subscribes to CDP on or after July 16, 2016, all eligible service types under the ACNA(s) designated for inclusion in such CDP must be included in CDP with the exception of the following: (i) IEF services; and (ii) Special Access DS3 High Capacity/44.736 Mbps Services (Special Access DS3 Services) and Special Access DS1 High Capacity/1.544 Mbps Services (Special Access DS1 Services), as set forth in Section 7.2.9 preceding, that are included in the National Discount Plan (NDP) as set forth in Section 25.3 following. For IEF services, the customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; or (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) and (A)(7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively.

(3) DDS and Voice Grade are no longer eligible services under CDPs established or renewed on or after November 16, 2018. For customers who established or renewed a CDP prior to November 16, 2018, the Telephone Company will continue to include DDS and Voice Grade Services as eligible service types only through the expiration date of the then effective commitment period of those service types. (N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

(E) 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.

Service Type	Rate Element Discounted*	(T)
Switched Access DS1 Direct Trunked Transport	DS1 Entrance Facilities Standard Channel Termination	
	DS1 Channel Mileage	
	Local Transport Multiplexing Optional Feature or BSE	
Switched Access DS3 Direct Trunked Transport	DS3 Entrance Facilities Standard Channel Termination	
	DS3 Channel Mileage	
	Local Transport Multiplexing Optional Feature or BSE	
DS3 High Capacity/44.736 Mbps Service	Channel Termination	
	Channel Mileage	
	DS3 to DS1 Multiplexing	
IntelliLight® Entrance Facility (IEF) Service	Optical Terminations	
	Electrical Interfaces	

* Certain Discounted Rate Elements are detariffed. See Section 25.1 preceding. (N) (N)

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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)

(E) (Cont'd)

Service Type	Rate Element Discounted*	(T)
DS1 High Capacity/ 1.544 Mbps Service	Channel Termination	
	Channel Mileage	
	DS1 to Voice Multiplexing	
	DS1 to Digital Multiplexing	
	DS1 to DS0 Multiplexing	
	Conversion to Secondary Channel Capability Multiplexing	
	DS0 to Subrates Multiplexing	
Digital Data Service (DDS)#	Channel Termination	
	Channel Mileage	
Voice Grade Service#	Channel Termination	
	Channel Mileage	

Voice Grade and DDS are eligible service types only in CDPs established or renewed prior to November 16, 2018.

* Certain Discounted Rate Elements are detariffed. See Section 25.1 preceding. (N) (N)

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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

(A) ACNA(s) Included in CDPs Established Prior to July 16, 2016 (T)

(1) At the time of subscription to CDP, the subscribing customer must include all of its ACNAs in the CDP plan. The customer also has the option to include the ACNA(s) of one or more Affiliates which it has the right to use (by written authorization from the owner of such ACNA). In this case, the customer's CDP shall include (1) all of the subscribing customer's ACNA(s); and (2) all of the ACNA(s) of the Affiliates that the subscribing customer wishes to include in its CDP. Hereafter, the term "CDP Customer" shall mean collectively the subscribing Customer (as defined in Section 2.6 preceding) and all Affiliates (as defined in Section 2.6 preceding) that are included in the same CDP.

(2) If, at any time subsequent to the establishment of CDP, the CDP Customer, at its option or as required under this Section 25.1.2(A)(2), adds one or more ACNA(s) to its CDP for one of the following reasons, then all such ACNA(s) of the customer and/or its Affiliate(s), as applicable, shall be added to the customer's CDP, in accordance with the terms set forth in Section 25.1.3(C) following.

(a) CDP Customer, at its option, may include Affiliate(s) in its CDP that are not currently in the CDP Customer's CDP; or

(b) CDP Customer has acquired one or more new ACNA(s) and, at its option, wishes to include such ACNA(s) in the CDP Customer's CDP; or (N) | (N)

(c) CDP Customer is required to include ACNA(s) acquired through merger, acquisition, or other transaction that are not currently included in the CDP Customer's CDP only when such ACNAs were already included in a CDP acquired by such merger, acquisition or other transaction. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's CDP or ACNA(s) acquired through merger, acquisition, or other transaction that were not currently included in another CDP. (T) (C) | (C) (C) | (C)

(3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.

(4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity.

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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) ACNA(s) Included in CDP Established Prior to July 16, 2016 (Cont'd) (T)

(5) For example, assume that a customer who has only one ACNA (ABC) subscribes to CDP. Assume further that such customer has five (5) Affiliates, but only wishes to include three (3) Affiliates in its CDP at the initial establishment of CDP. Assume also that each of the three (3) included Affiliates have one 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.

Certain material previously found on this page can now be found on Original Page 25-4.3.

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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)

(B) ACNA(s) Included in CDP Established On or After July 16, 2016 (N)

(1) At the time of subscription to CDP, the subscribing customer must designate to the Telephone Company its ACNAs that it wishes to include in the CDP plan. The customer also has the option to include some or all of the ACNA(s) of one or more Affiliates which it has the right to use (by written authorization from the owner of such ACNA). Hereafter, the term "CDP Customer" shall mean collectively the subscribing Customer (as defined in Section 2.6 preceding) and all Affiliates (as defined in Section 2.6 preceding) that are included in the same CDP.

(2) If, at any time subsequent to the establishment of CDP, the CDP Customer, at its option or as required under this Section 25.1.2(B)(2), adds one or more ACNA(s) to its CDP for one of the following reasons, then the subscribing customer must designate to the Telephone Company those ACNA(s) it wishes to have added to the customer's CDP, in accordance with the terms set forth in Section 25.1.3(C) following.

(a) CDP Customer, at its option, may include Affiliate(s) in its CDP that are not currently in the CDP Customer's CDP; or

(b) CDP Customer, at its option, may include ACNA(s) that are not currently in the CDP Customer's CDP; or

(c) CDP Customer is required to include ACNA(s) acquired through merger, acquisition, or other transaction that is not currently included in the CDP Customer's CDP only when such ACNAs was already included in a CDP acquired by such merger, acquisition or other transaction. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's CDP or ACNA(s) acquired through merger, acquisition, or other transaction that was not currently included in another CDP.

(3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.

(4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity. (N)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

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

(C) 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 25.1.1 preceding and subscribes to other services listed in 25.1.1 preceding at any time that a CDP is in effect (whether under this tariff or detariffed), the CDP Customer must establish a CDP for such other services that are eligible for inclusion in CDP with the limited exception of the following: (i) IEF services; (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.3 following; or (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. For IEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in 25.1.3(A)(6) and (A)(7) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.3 following, respectively. For each service type specified in 25.1.1 preceding, the CDP must include all services of that type (excluding services ordered out of Section 10 or Section 17 preceding) which the Telephone Company provides to the CDP Customer within any of its operating territories. When a given circuit is included in the CDP plan, all eligible rate elements under CDP as set forth in 25.1.1 preceding of that circuit must be included in the CDP plan. (C)

(D) For service which is provided as part of a Shared Use Arrangement as set forth in Section 5.2.8, 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.

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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)

(C) When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing term plans (TPPs), under those ACNA(s) included in the CDP, as provided under Sections 6.8.22 and 6.8.23 for Switched Access Services, Sections 7.4.13, 7.4.17, and 7.4.18 for Special Access Services, and Sections 6.8.25(C)(5) and 7.2.15 for IEF. (T) (T) (T)

(1) The CDP Customer may continue with any available TPP or Service Discount Plan (SDP) or establish a new TPP/SDP for any service(s) not included in 25.1.1(E) preceding. (C) (C)

(2) For Switched Access or Special Access Services which are eligible for inclusion under the CDP, the TPPs will be cancelled in order to include the service(s) in the CDP. TPP termination liability will not apply to such cancelled plan(s).

(3) Special Access DS3 Services and Special Access DS1 Services which are included in the NDP as set forth in Section 25.3 following are not eligible for inclusion in the CDP.

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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)

(C) (Cont'd)

(4) In order to be eligible for application of discounts on new service types ordered subsequent to the initial establishment of the CDP under an ACNA(s) included in CDP, the CDP Customer must provide written notification to the Telephone Company of any new eligible service types it orders subsequent to the initial establishment of the CDP that are to be included in the CDP. The CDP Customer must establish a commitment level and a commitment period for each new service type. (N)

(a) The effective date of the inclusion of new service types in the CDP, and the application of the discount percentage and/or TPP rates, will be effective as specified following:

(i) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type on or before the twentieth (20th) calendar day of a month, the changes shall begin the first (1st) calendar day of the month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the CDP shall begin with the first bill day of the bill period associated with the CDP Customer's BAN in the month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 6th. Then, the discounts applicable to the new service type under the CDP shall begin on August 11th.

(ii) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type after the twentieth (20th) calendar day of a month, the changes shall begin the 1st calendar day of the second calendar month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the CDP shall begin with the first bill day of the bill period associated with the CDP Customer's BAN in the second month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 30th. Then, discounts applicable to the new service type under the CDP shall begin on September 11th.

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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)

(C) (Cont'd)

(5) The CDP Customer must establish a separate plan (including a commitment level and a commitment period) for each service type specified in 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 CDP Customer may not establish or maintain a term plan for any services that are eligible for inclusion in CDP with the following limited exceptions: (i) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP; or (ii) IEF services as set forth in the following sentence. If IEF services are included in CDP, the customer may not establish or maintain a term plan for IEF services; however, the CDP Customer may include IEF services in NDP in accordance with the terms set forth in Section 25.3 following; and (ii) Special Access DS3 Services and Special Access DS1 Services included in the NDP. (N) | (N)

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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 CDP. The total number of channel terminations shall be calculated using all such in-service channel terminations (both under this tariff and detariffed), which the Telephone Company provides to the CDP Customer under the ACNA(s) included in the CDP in all of its operating territories specified in Section 14 preceding. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Channel Termination rate elements of all services involved. (C) (C) (T) (T)

(2) The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Channel Termination rate elements of all services involved. The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following equivalent table.

Type of Channel Termination	DS0 Equivalent
STS12 level	8,064
STS3 level	2,016
STS1 level	672
DS3 level	672
DS1 level	24
DDS level	1
Voice Grade level	1

When the calculation of the Minimum Commitment of DS0s results in a fraction of a DS0, it shall be rounded up to the next whole DS0.

(3) The customer will not be eligible to participate in CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at time of subscription is less than 336.

(4) For CDPs established or renewed prior to November 16, 2018, the CDP Customer agrees to establish an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS and/or Voice Grade channel terminations which are in-service under the ACNA(s) included in the CDP at the time of subscription to CDP.

(5) For all services except DDS and Voice Grade, the CDP Customer agrees to establish 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 under the ACNA(s) included in the CDP at the time of subscription to CDP. For example, at the time of subscribing to CDP, if the CDP Customer has in-service 1,000 DS-0 equivalent DS1 channel terminations under the ACNA(s) included in the CDP, then the CDP Customer's initial Minimum Commitment under CDP for DS1 service cannot be less than 900 DS-0 equivalent channel terminations.

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) Subject to Section 25.1.2(C)(5) preceding, IntelliLight Entrance Facility (IEF) CDP Customers must combine their IEF terminations with their Switched Access and Special Access DS3 Channel Terminations to establish their commitment level. If a CDP Customer chooses to include IEF in CDP after initially establishing CDP, the DS3 portion of the new commitment level will remain the same. Ninety percent (90%) of the then in-service IEF terminations under the ACNA(s) included in CDP will be added to the DS3 commitment level to create a new combined DS3 and IEF commitment level. When IEF is combined with Special and/or Switched Access Services, and the Special Access Services are subsequently included in NDP (as set forth in Section 25.3 following), the combined commitment level will be reduced in accordance with Section 25.1.3(B)(1)(b) following. (T)

(7) CDP Customers have the option of combining the following services for the purposes of establishing commitment levels: (a) Switched Access and Special Access DS1 Channel Terminations may be combined into a single commitment level; and (b) Switched Access and Special Access DS3 Channel Terminations may be combined into a single commitment level. Each service that is part of a combined service plan may have different commitment periods and rates for each service. If the CDP Customer chooses to combine IEF terminations with Switched Access and Special Access DS3 Channel Terminations, the CDP Customers must combine its Switched Access and Special Access DS3 Channel Terminations into a combined plan. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.3(B)(1)(b) following. (T)

(8) If the CDP Customer fails to maintain its Minimum Commitment for DDS and/or Voice Grade service, the CDP Customer may opt to reduce its existing commitment level for DDS and/or Voice Grade service by fifteen percent (15%). The CDP Customer may only exercise this option one (1) time each year. The CDP Customer must notify the Telephone Company of its desire to reduce the existing commitment level within thirty (30) days of receiving the results of the true-up process provided by the Telephone Company in accordance with Section 25.1.7 following.

(9) The CDP Customer may increase the Minimum Commitment coincident with the results of the true-up process as set forth in Section 25.1.7 following. The increased commitment will apply for the balance of the commitment period or until such time as a subsequent adjustment to the Minimum Commitment is requested or required under the terms of this Section 25.1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(B) Upgrades

(1) The CDP Customer may upgrade services in accordance with this section. (T)

(a) Upgrade to a Higher Bandwidth/Capacity Service Included in CDP

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service that is also included in CDP. In this case, the Minimum Commitments on the individual service types or combined service types will be adjusted accordingly. Upgrades are subject to the requirements of (B)(2) following. (T)

For example, if DS1 services are upgraded to a DS3 service, the Minimum Commitment for the DS1 services will be reduced by ninety percent (90%) of the total equivalent DS0 count of the DS1(s) involved in the upgrade, and the Minimum Commitment for the DS3 service will be increased by ninety percent (90%) of the total equivalent DS0 count of the DS3(s) being added. (T)

(b) Upgrade to a Higher Bandwidth/Capacity Service Included in NDP

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service, and such upgraded service is then included in NDP as set forth in Section 25.3 following. In this case, the Minimum Commitment on the individual service type or combined service type will be reduced by seventy-five percent (75%) or ninety percent (90%), as applicable, of the equivalent DS0 count associated with the upgraded service(s). Upgrades are subject to the requirements of (B)(2) following. (T)

For example, if the CDP Customer upgrades Digital Data Service to a Special Access DS1 Service, and such Special Access DS1 Service is included in NDP, the commitment level for DDS services will be reduced by seventy-five percent (75%) of the total equivalent DS0 count of the DDS service(s) which are upgraded. (T)

(c) Upgrade to Telephone Company Provided Optical Service (T)

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity Telephone Company provided optical service. In this case, the Minimum Commitment on the individual service type or combined service type will be adjusted. Upgrades are subject to the requirements of (B)(2) following. (T) (T) (T) (T)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(B) Upgrades (Cont'd)

(1) (Cont'd)

(c) Upgrade to Telephone Company Provided Optical Service (Cont'd)

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

(d) Technology Migration (N)

The customer may disconnect one (1) or more DS1 or DS3 High Capacity Services which are included in its CDP (whether under an individual service type or a combined service type) in order to replace such service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding. (N)

(2) Except for Technology Migrations pursuant to (B)(1)(d) preceding, Upgrades are subject to all of the following conditions being met: (C) (C)

(a) Both the existing and new services are provided solely by the Telephone Company.

(b) The jurisdiction of the service does not change.

(c) Total bandwidth of the upgraded service is equal to or greater than the total bandwidth of the discontinued service.

(d) Disconnect and new orders must be placed at the same time with due dates that are within ninety (90) days of each other.

(e) The commitment period of the upgraded service meets one of the following requirements:

(1) Upgrade to a Higher Bandwidth/Capacity Service Included in CDP or Upgrade to Telephone Company Provided Optical Service

The commitment period for the upgraded service is equal to or greater than the commitment period for the discontinued service, except when an equal to or greater than commitment period is not available, in which case the service to which the customer is upgrading must be provided under the longest available commitment period.

(2) Upgrade to a Higher Bandwidth/Capacity Service Included in NDP

The commitment period for the Migrated Service is the 5-year term of the NDP.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(B) Upgrades (Cont'd)

(3) No later than thirty (30) days after the Telephone Company provides the results of its true-up process as set forth in Section 25.1.7 following, the CDP Customer must provide written notification to the Telephone Company which includes order number information, including the purchase order number (PON) of the disconnected service and the PON of the new (replacing) service for any upgrade(s) for which written notification had not previously been submitted by CDP Customer, and which upgrade took place since the last true-up.

(4) The effective date used to adjust Minimum Commitment levels for upgraded services is the effective date on which the orders to accomplish the upgrade are completed by the Telephone Company.

(C) Modifications to an Existing CDP

(1) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A)(2) or 25.1.2(B)(2) preceding), and such ACNA(s) is not already included in a different CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C)(4) following; or (N)

(2) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A)(2) or 25.1.2(B)(2) preceding), and such ACNA(s) is already included in another CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C)(5) following. (N)

(3) The CDP Customer must provide the Telephone Company with a list of ACNA(s) that the CDP Customer is adding (as set forth in (C)(1) and (2) preceding). Whether or not the acquired ACNA(s) is already included in a CDP shall determine whether (i) the CDP Customer's CDP is modified to include such acquired ACNA(s); (ii) the CDP Customer's CDP is consolidated with the CDP associated with the acquired ACNA(s); or (iii) a new CDP is established that includes the CDP Customer's existing ACNA(s) and the added ACNA(s).

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 CDP (Cont'd)

(4) Addition of ACNA(s) to an Existing CDP

Where a CDP Customer seeks to add one or more ACNA(s) to its CDP in accordance with Section 25.1.2(B)(2) or 25.1.3(C)(1) preceding (i.e., addition is optional and such ACNA(s) is not already included in another CDP), the CDP Customer's CDP shall be modified to include the eligible services of such added ACNA(s).

(a) The addition of such ACNA(s), and the application of the terms and conditions applicable under the existing CDP, including the discount percentage and/or TPP rates, will be effective as specified in Section 25.1.8(B)(2) following.

(b) For CDPs established or renewed prior to November 16, 2018, the CDP Customer agrees to add at least seventy-five percent (75%) of the total number of DDS and/or Voice Grade channel terminations, which are in-service for such ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level. (C)

(c) For all services except DDS and/or Voice Grade, the CDP Customer agrees to add at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types, which are in-service for such Affiliate ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level. (T)

(d) All eligible service types for such Affiliate(s) ACNA(s) must be included in the existing CDP with the limited exception of IEF services. If IEF services are not included under the existing CDP, and there are IEF services for the Affiliate(s) being added to the existing CDP, the CDP Customer may select from the options specified in Section 25.1.1(D) preceding for its IEF services. If IEF services are included under the existing CDP, then IEF terminations for the ACNA(s) being added to the existing CDP must be combined with their Switched Access and Special Access DS3 channel terminations, as described in Sections 25.1.3(A)(6) and (A)(7) preceding. (T)

(e) No adjustment to prior billing will be made. (T)

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 CDP (Cont'd)

(4) Addition of Affiliate(s) to an Existing CDP (Cont'd)

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

(g) TISC will be granted as specified in (i) or (ii) following, as applicable, subject to all of the terms and conditions described in Section 25.1.8(F) following: (T)

(i) When a particular service type(s) will be newly established in the CDP due to the addition of ACNA(s), the customer will be granted TISC, subject to Section 25.1.8(F) following for any such service type(s) being converted from a term plan to CDP. However, if Renewal Options apply on the existing CDP, such TISC will be forfeited.

(ii) When a particular service type(s) has already been established in the existing CDP, the customer will not be granted TISC in accordance with Section 25.1.8(F) following for such service type(s) being converted from a term plan to CDP. However, the Telephone Company will apply the prevailing TISC under the CDP, if any, to such service type(s).

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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 CDP (Cont'd) (N)

(5) Consolidation of CDPs

Where a CDP Customer seeks to add one or more ACNA(s) to its CDP in accordance with Section 25.1.3(C)(1) preceding (i.e., addition is required and such ACNA(s) is already included in another CDP), the customer who wishes to add the ACNA(s) has the following options to consolidate the CDPs involved:

(a) Surviving CDP Option

Combine the CDP for the existing ACNA(s) with the CDP of the acquired ACNA(s) into a Surviving CDP as set forth in Section 25.1.3(C)(6) following; or

(b) New CDP Option

Establish a new CDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in Section 25.1.3(C)(7) following.

(6) Surviving CDP Option

(a) This option consolidates the CDP of the existing ACNA(s) with one or more CDP(s) of the acquired ACNA(s). The CDP Customer must specify one CDP to be retained, and such CDP will be deemed the Surviving CDP. All other plans will be cancelled. The Surviving CDP shall be modified to include both the eligible services of the existing ACNA(s) and the acquired ACNA(s).

(b) A true-up will be conducted on each plan being cancelled to determine any applicable adjustments (shortfall and/or charge up). If such true-up occurs more than thirty (30) days outside of a regularly scheduled true-up, it shall be pro-rated. In this instance, all references to the true-up process under Section 25.1.7 following, and the calculations related thereto, shall refer to a pro-rated true-up. The pro-rated true-up shall include the time, in whole months, between the last regularly scheduled true-up and the cancellation date(s) of the plan(s) being cancelled.

(c) Termination liability charges as set forth in Section 25.1.9 following will not be applicable to the plans being cancelled.

(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. (N)

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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 CDP (Cont'd) (N)

(6) Surviving CDP Option (Cont'd)

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

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

(ii) If IEF services were included under the Surviving CDP, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A)(6) preceding.

(iii) The prevailing Renewal Option under the Surviving CDP, if any, as described in Section 25.1.8(H) following, will not change.

(iv) The prevailing TISC under the Surviving CDP, if any, as described in Section 25.1.8(F) following, will not change. (N)

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 CDP (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 combined service types under any of the plan(s) being cancelled, and at least one (1) of those combined service type(s) was established as an individual service type in the Surviving CDP, the CDP Customer may establish such combined service types under the Surviving CDP. The Minimum Commitment level for the combined service types 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 established under the Surviving CDP. The CDP Customer must choose a commitment period for the newly established combined service types. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such combined service types.

(iv) If IEF services were included under one or more of the plans being cancelled, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations for the ACNA(s) included in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A)(6) preceding. (N) (N)

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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 CDP (Cont'd) (N)

(6) Surviving CDP Option (Cont'd)

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

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

- If the expiration date of a service type is prior to the next scheduled true-up of the Surviving CDP, the customer must extend the commitment period pursuant to Section 25.1.8(D) following; or
- If the expiration date of a service type is on the same date as the scheduled true-up of the Surviving CDP, the expiration date will not change; or
- If the next true-up scheduled for a service type would have occurred prior to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by six minus the amount of time, in months, between the two true-ups and reset the expiration date accordingly; or
- If the next true-up scheduled for a service type would have occurred subsequent to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by the amount of time, in months, between the two true-ups and reset the expiration date accordingly. (N)

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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 CDP (Cont'd) (N)

(6) Surviving CDP Option (Cont'd)

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

(vi) The customer will be granted the highest applicable Renewal Option, as described in Section 25.1.8(H) following, for each service type, if any, from the CDPs being cancelled.

(vii) The customer will be granted the highest applicable TISC, as described in Section 25.1.8(F) following, for each service type, if any, from the CDPs being cancelled. However, if Renewal Options apply on the Surviving CDP, no TISC will be granted.

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

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

(ii) If the CDP Customer requests the Surviving CDP Option after the twentieth (20th) calendar day of a month, the Surviving CDP shall begin the 1st calendar day of the second calendar month following the month in which the requested such Option. Application of discounts under the Surviving CDP shall begin with the first bill day of the bill period associated with the Surviving CDP Customer's BAN in the second month following the month in which the CDP Customer requests the Surviving CDP Option. For example, assume a Surviving CDP Customer's bill period begins on the 11th calendar day of each month. Assume also that the date the CDP Customer requests the Surviving CDP Option is July 30th and discounts under the Surviving CDP shall begin on September 11th. (N)

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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 CDP (Cont'd) (N)
(6) Surviving CDP Option (Cont'd)

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

Customer A's Plan	Customer B's Plan
Established January 2006	Established March 2003
25 DS3s (16,800 equiv. DS0s) 60 month commitment period 12 months of TISC Expires January 2011	N/A
100 DS1s (2,400 equiv. DS0s) 84 month commitment period 6 months of TISC Expires January 2013	100 DS1s (2,400 equiv. DS0s) 84 month commitment period 18 months of TISC Expires March 2010
1,000 DDS II circuits 60 month commitment period 3 months of TISC Expires January 2011	100 DDS II circuits 36 month commitment period N/A Expires March 2006
True-ups in July and January	True-ups in September and March

Customer A and B merge in August and choose to cancel Customer A's CDP and to designate Customer B's CDP as the Surviving CDP. The Surviving CDP would be comprised of:

Surviving Commitment Discount Plan:

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

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

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

True-ups in September and March

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

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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 CDP (Cont'd) (N)

(7) New CDP Option

This option combines the CDP of the existing ACNA(s) (Plan A) with the CDP(s) of the acquired ACNA(s) (for example, Plans B and C) into a new CDP (Plan D) that includes the ACNAs of Plans A, B and C.

(a) CDP Customer(s) must, by written notification to the Telephone Company as specified in Section 25.1 preceding, cancel Plans A, B and C and establish a new plan (Plan D).

(b) A true-up will not be conducted on the plans being cancelled.

(c) Termination liability charges as set forth in Section 25.1.9 following will not be applicable to the plans being cancelled.

(d) The CDP Customer is required to include all of the ACNA(s) from the plans being cancelled in Plan D.

(e) For the new Plan D being established, the CDP Customer must choose a commitment period that is no shorter than the commitment period of any of the plan(s) being cancelled for each service type as set forth in Section 25.1.4 following. The Minimum Commitment level(s) for the service type(s) under Plan D will be equal to the sum of the individual commitment levels, by service type, of the plans being cancelled.

(f) If TISC existed on at least one service type in one of the plan(s) being cancelled, then TISC will be granted on all service types in Plan D. In order to determine the applicable TISC, use the table set forth following.

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

(g) Renewal Options on any of the plan(s) being cancelled will not be carried over to Plan D.

(h) All CDP terms and conditions, including termination liability, will apply to Plan D's commitment period(s). (N)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(D) Sale of Assets

(1) Sale of Telephone Company Operating Territory

(a) In the event of a Telephone Company sale during a CDP commitment period, the following applies:

(i) In the event the Telephone Company sells all or a portion of its assets in a specific state(s) and ceases to provide associated service(s) currently included under a CDP, the CDP Customer has the option to reduce its Minimum Commitment, by a percentage equal to the customer's actual number of in-service circuits for the ACNA(s) included in CDP in the affected state(s) divided by the total actual number of in-service circuits across all of the operating territories under this tariff for the ACNA(s) included in CDP, for each service type, without application of termination liability or shortfall adjustment due to such reduction. In addition, the CDP Customer will be relieved of its minimum period obligation for those circuits no longer provided by the Telephone Company. The CDP Customer must provide written notification to the Telephone Company of its election to decrease its Minimum Commitment prior to completion of the next scheduled true-up period. The decreased Minimum Commitment will apply from the date of the sale through the balance of the commitment period or until such time as a subsequent adjustment to the Minimum Commitment is requested or required. (N) (N) (N) (N)

(ii) For example, assume that a CDP Customer has a Minimum Commitment of fifteen (15) DS3 High Capacity Services (i.e., 10,080 equivalent DS0s) for the ACNA(s) included in CDP. Further, assume that the CDP Customer has seventeen (17) in-service DS3 High Capacity Services for the ACNA(s) included in CDP across all of the operating territories under this tariff, five (5) of which are in Maryland. The Telephone Company sells its assets in Maryland where the CDP Customer has five (5) DS3s (i.e., 3,360 equivalent DS0s). The CDP Customer's DS3 Minimum Commitment will be reduced by 5/17 of the total 10,080 equivalent DSOs, or 2,965 DSOs (i.e., 5 Maryland DS3s/17 total DS3s = 29.41176% times total 10,080 equivalent DSOs, which equals 2,964.7 DSOs, rounded up to the nearest equivalent DS0, or 2,965). The new reduced Minimum Commitment will be 7,115 equivalent DS0s (i.e., 10,080 – 2,965). (N) | | (N)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods by Service Type

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

(1) For CDPs established or renewed prior to November 16, 2018, for DDS and Voice Grade services, the TPP monthly rates shown in Sections 7.5.16 and 7.5.3 preceding for such services respectively, will apply to the commitment period selected by the CDP Customer from the table below. Such rates may change during the commitment period, subject to the regulations set forth in Section 25.1.6 following. (C) | (C)

(2) For Special Access DS1 and IEF services, the TPP monthly rates shown in Sections 7.5.16 and 7.5.21 preceding for such services respectively, will apply to the commitment period selected by the CDP Customer from the table below. Such rates may change during the commitment period, subject to the regulations set forth in Section 25.1.6 following. (T) | | | | (T)

(3) For Switched Access DS3 and Special Access DS3 services, a discount percentage as set forth below will be applied to the Base Rates shown in Sections 6.9.1.1 and 7.5.9 preceding for Switched Access and Special Access services, respectively, for the commitment period selected by the CDP Customer from the table below. Base Rates and/or the discount percentage may change during the commitment period, subject to the regulations set forth in Sections 25.1.5 and 25.1.6 following. (T)

(4) For Switched Access DS1 services, a discount percentage as set forth below will be applied to the month-to-month rates shown in Section 6.9.1.1 preceding for the commitment period selected by the CDP Customer from the table below. Month-to-Month rates and/or the discount percentage may change during the commitment period, subject to the regulations set forth in Sections 25.1.5 and 25.1.6 following. (T)

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25. Discount Plans (Cont'd)
25.1 Commitment Discount Plans (Cont'd)
25.1.4 Commitment Periods by Service Type (Cont'd)

(B) Services included in a combined service type may have different commitment periods and rates associated with each individual service type.

(C) For services provided with Base Rates or month-to-month rates, discount percentages applied will be the discount shown below that is associated with the commitment period of the individual service type. For all other services, the TPP monthly rate will apply.

(D) TPP monthly rates and discount percentages differ based on the length of the commitment period selected by the CDP Customer and the service type. The CDP Customer must select an available commitment period from those offered following. (C)

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

Applicable only to customers who established or renewed CDP prior to November 16, 2018.
Applicable only to customers who established or renewed CDP prior to May 30, 2019.
Applicable only to customers who established or renewed CDP prior to November 15, 2022. (N) (N)

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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 twenty-five percent (25%) will continue to be applied through the balance of the CDP Customer's commitment period. (D) (T) | | (T)

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

25. Discount Plans (Cont'd)
25.1 Commitment Discount Plans (Cont'd)
25.1.6 Changes to the Base Rates/TPP Rates

(A) If the Telephone Company initiates a decrease in the TPP rates during the commitment period, the decreased rates shall apply to all services under the CDP which bill such TPP rates as set forth above. If the Telephone Company initiates an increase in the TPP rates during the commitment period, the increased rates shall apply to all services under the CDP which bill such TPP rates, subject to the applicable regulations set forth in this tariff, Sections 6.8.22(C)(1), 6.8.23(B)(6), 6.8.25(C)(5)(e), 7.2.15(E), 7.4.13(C), 7.4.17(C), and 7.4.18(C).

(B) The Base Rates to which the discount percentage is applied under the CDP as set forth above are subject to change over the commitment period selected by the CDP Customer. An increase in the Base Rate will result in an increase to the rates under the CDP for the applicable service type. A decrease in the Base Rate will result in a decrease to the rates under the CDP for the applicable service. In no event will the Base Rate exceed the non-discounted monthly rate for the service.

(C) For CDPs established prior to December 17, 2019, in the event the Telephone Company initiates a rate increase and the discounted monthly billing for the affected service type, in aggregate, increases by eight percent (8%) or more, the customer may cancel a CDP for the affected service type without the application of termination liability as set forth in 25.1.9 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. (C) (T) (T)

25.1.7 Application of the Discount Percentage or TPP Rates

(A) The Telephone Company shall apply the discount percentage or TPP rate, as applicable, on a monthly basis during the commitment period to each monthly rate element specified in Section 25.1.1 preceding. Channel Mileage, Optional Features or Functions, and BSEs are detariffed. (N) (N)

(1) During any true-up period as set forth below for DDS and/or Voice Grade under a CDP established or renewed prior to November 16, 2018, the customer may exceed its Minimum Commitment by up to fifty-six percent (56%) (i.e., the maximum service level). During any true-up period for all other services, the customer may exceed its Minimum Commitment by up to thirty percent (30%). In such event, the regulations set forth in Section 25.1.7(D) following shall apply.

For example, assume that a customer has a Minimum Commitment for its DS1 High Capacity service type of 12,000 equivalent DS0s for the ACNA(s) included in CDP, and the customer has in-service as of the applicable true-up period 24,000 equivalent DS0s for said ACNA(s). The maximum service level would be thirty percent (30%) or 15,600 equivalent DS0s which will receive the discount. Amounts in excess of 15,600 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

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

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

(A) (Cont'd)
(1) (Cont'd)

For another example, assume that a CDP Customer has a Minimum Commitment for its DDS service type of fifty (50) equivalent DS0s for the ACNA(s) included in CDP, and the CDP Customer has in-service as of the applicable true-up period one hundred (100) equivalent DS0s for said ACNA(s). The maximum service level would be fifty-six percent (56%) or seventy-eight (78) equivalent DS0s which will receive the discount. Amounts in excess of 78 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

(2) Subject to Section 1.1 preceding, the true-up process for each service type will determine if the CDP Customer (1) has not met its Minimum Commitment and is therefore subject to a shortfall adjustment, (2) has met its Minimum Commitment and no adjustment to the commitment level is necessary, or (3) has met its Minimum Commitment and exceeded its maximum service level. Beginning on month six (6) after the CDP Customer's subscription to CDP and every six (6) months thereafter, the Telephone Company will conduct a true-up which compares the average number of equivalent DS0s actually in service for the ACNA(s) included in CDP over the preceding six (6) months to the average number of equivalent DS0s which comprise the Minimum Commitment. (C)

(3) For CDP Customers subscribing to CDP on or before December 31, 2004, the first true-up will not occur until twelve (12) months after the CDP Customer subscribes to CDP. Thereafter, true-ups will be conducted on a six (6) month basis. All references to the true-up process and to the calculation thereof shall be deemed to refer to either the initial twelve (12) month true-up (for eligible CDP Customers as set forth in this paragraph) or the six (6) month true-up process, as applicable. During the first true-up for such CDP Customers, all references to six (6) months shall be substituted by twelve (12) months in the calculations set forth below.

(4) In the event the CDP Customer disputes the amount adjusted by the Telephone Company following the true-up process, the CDP Customer must notify the Telephone Company of the dispute within six (6) months of the adjustment being applied (i.e., prior to the next scheduled true-up).

(5) For purposes of applying the discount percentage or TPP rates, and administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

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

If the CDP Customer fails to maintain its Minimum Commitment for a service type or combined service type over the preceding six (6) months, the CDP Customer shall be assessed a Shortfall Adjustment. There are two methods (i.e., Option 1 or Option 2) of determining and calculating the Shortfall Adjustment. The Telephone Company will calculate the Shortfall Adjustment using both methods and apply the method that produces the lesser Shortfall Adjustment. (N)

(1) Option 1 Shortfall Adjustment Method and Calculation (N)

The Shortfall Adjustment will be an amount equal to the difference between (1) the average total dollar amount (T) associated with that service type or combined service type over the preceding six (6) months and (2) the average total dollar (T) amount associated with that service type or combined service type which would have been applied over the preceding six (6) months had the Minimum Commitment been satisfied. The Telephone Company will calculate the difference as follows:

(Step 1) The Telephone Company will calculate the average number of DS0 equivalent Channel Terminations which were in service over the preceding six (6) months by summing the actual number of DS0 equivalent Channel Terminations for each of the last six (6) months (including any DS0 equivalent Channel Terminations that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.9.4 preceding), adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six (6). The resulting number represents the average equivalent DS0 Channel Terminations per month (i.e., monthly equivalent DS0 count).

(Step 2) The Telephone Company will calculate the average rate assessed per DS0 equivalent by first summing the total monthly charges associated with all channel terminations, channel mileage, multiplexing arrangements, and IEF terminations or IEF interface rate elements for that service type or combined service type over the preceding six (6) months and dividing by six (6). The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment for that service type or combined service type by first summing the Minimum Commitment for each of the preceding six (6) months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six (6). The resulting number represents the average Minimum Commitment for the preceding six (6) months.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

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

(1) Option 1 Shortfall Adjustment Method and Calculation (Cont'd) (N)

(Step 4) The Telephone Company will determine the shortfall by subtracting the average number of equivalent DS0s in service as determined in Step 1 from the number of equivalent DS0s which comprise the average Minimum Commitment as determined by Step 3.

(Step 5) To determine the amount due from the CDP Customer, the Telephone Company will multiply the average rate per equivalent DS0 determined in Step 2 by the shortfall determined in Step 4 and multiply the resulting amount by six (6). The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

(2) Option 2 Shortfall Adjustment Method and Calculation (N)

The Shortfall Adjustment will be an amount equal to the difference between (1) the actual total dollar Channel Termination revenue associated with each service type or combined service type in each of the six (6) months of the true-up period and (2) the CT Revenue Cap (as defined in Step 1 following) for each service type or combined service type. The Telephone Company will calculate the difference as follows:

(Step 1) The Telephone Company will first determine the monthly channel termination revenue cap by multiplying the total discounted monthly revenues associated with all in-service channel termination and IEF termination rate elements for that service type or combined service type for month one of the CDP by the appropriate Commitment Level percentage (e.g., 90% for DS1 and DS3)(CT Revenue Cap). In the event the Minimum Commitment changes (e.g. as a result of the CDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the CT Revenue Cap. The adjusted CT Revenue Cap will be used beginning with the month in which the Minimum Commitment was changed.

(Step 2) The Telephone Company will then determine the actual channel termination revenues by calculating the total discounted monthly revenues associated with all in-service channel termination and IEF termination rate elements for that service type or combined service type for each month of the six (6) month true-up period. (N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

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

(2) Option 2 Shortfall Adjustment Method and Calculation (Cont'd) (N)

(Step 3) For each service type or combined service type, and for each month of the six (6) month true-up period, subtract the actual channel termination revenues from the CT Revenue Cap.

(Step 4) To determine the amount due from the CDP Customer, the Telephone Company will sum the amounts calculated in Step 3 for the six (6) months of the true-up period. If the sum of the amounts calculated in Step 3 is a positive amount, then such amount shall be the amount due for purposes of this Option 2. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill. (N)

25. Discount Plans (Cont'd)
25.1 Commitment Discount Plans (Cont'd)
25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

(C) Customer has met its Minimum Commitment

If the CDP Customer has satisfied its Minimum Commitment and is below the maximum service level for the preceding six (6) months, no corrective action will be taken.

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

If the CDP Customer has satisfied its Minimum Commitment for the preceding six (6) months but exceeded its maximum service level, the Telephone Company will apply an adjustment in order to true-up the discount percentages or TPP rates that were applied in excess of that allowed by the maximum service level. The true-up will result in an adjustment (charge up) of the discounted excess amount back to standard, non-discounted rates, unless the CDP Customer elects to increase its Minimum Commitment upward to at least seventy-five percent (75%) for DDS and/or Voice Grade services in CDPs established or renewed prior to November 16, 2018, and ninety percent (90%) for all other service types of the total number of DS0 equivalent Channel Terminations for the ACNA(s) included in CDP for the service type or combined service type involved at the time the true-up was performed. If an adjustment is to be applied, the Telephone Company will calculate the adjustment as follows: (N) (N)

(Step 1) The Telephone Company will calculate the average number of equivalent DS0 Channel Terminations that were in service for the ACNA(s) included in CDP over the preceding six (6) months by summing the actual number of equivalent DS0s for said ACNA(s) for each of the last six (6) months, and dividing the resulting total by six (6). The resulting number represents the average monthly equivalent DS0 Channel Termination count (i.e., monthly equivalent DS0 count.)

(Step 2) The Telephone Company will calculate the average rate assessed per equivalent DS0 by first summing the total reduced monthly charges associated with all channel termination and channel mileage rate elements for the preceding six (6) months and dividing by six (6). The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment by first summing the Minimum Commitment for each of the preceding six (6) months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six (6). The resulting number represents the average Minimum Commitment for the preceding six (6) months.

(Step 4) The Telephone Company will determine the applicable maximum service level by multiplying the Minimum Commitment determined in Step 3 by 1.56 (i.e., the Minimum Commitment plus fifty-six percent (56%)) for DDS and/or Voice Grade services in CDPs established or renewed prior to November 16, 2018; or by multiplying the Minimum Commitment determined in Step 3 by 1.3 (i.e., the Minimum Commitment plus thirty percent (30%)) for all other services. (N) (N)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or TPP Rates (Cont'd)

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

(Step 5) The Telephone Company will determine the number of equivalent DS0s that already received a discount over the preceding six (6) months, but were in excess of the maximum service level by subtracting the maximum service level calculated in Step 4 from the average equivalent DS0 Channel Termination count determined in Step 1.

(Step 6) To determine the total dollar amount associated with the equivalent DS0s that received a discount in excess of the maximum service level, the Telephone Company will multiply the excess equivalent DS0 Channel Terminations in Step 5 by the average total rate per DS0 equivalent in Step 2 and multiply the result by six (6).

(Step 7) To determine the non-discounted total dollar amount for the equivalent DS0s which were in excess of the maximum service level, the Telephone Company will recalculate the amount determined in Step 6 back to standard, non-discounted rates as follows. First, the Telephone Company will multiply the average total rate per equivalent DS0 determined in Step 2 by the number of equivalent DS0s which were in excess of the maximum service level in Step 5 and divide the result by the discount factor or equivalent (i.e., one (1) minus the discount percentage or equivalent). The resulting amount is then multiplied by six (6). (T)

The equivalent discount factor can be determined by the percent differential between the month-to-month channel termination rate and the applicable TPP channel termination rate. To obtain the percent differential, subtract the TPP channel termination rate from the month-to-month channel termination rate, and divide the result by the month-to-month channel termination rate. For combined DS3 and IEF services, the equivalent discount factor will be the percent differential between the DS3 month-to-month channel termination rate and the applicable DS3 TPP channel termination rate. For example, a ten percent (10%) discount would result in a calculation of one (1) minus .1 for a discount factor of .9.

(Step 8) To determine the amount due from the CDP Customer, the Telephone Company will subtract the amount paid in Step 6 from the amount owed in Step 7. The resulting amount will be the amount adjusted (charged up) as a result of the true-up process. The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods

The commitment period for each service is the actual number of months for which the CDP will be in effect for such service during which period the percentage discount or TPP rates will be applied.

(A) Selection of a Commitment Period

(1) When establishing a CDP, the CDP Customer must select a commitment period for each service type included in CDP. 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 or TPP rates associated with that commitment period will apply. The commitment periods and any associated percentage discounts or TPP rates, as applicable, are specified in Section 25.1.4 preceding. (T) (T)

(2) CDP Customers will have the option of establishing coterminous end dates for DS3 and IEF service types. CDP Customers choosing this option must select a commitment period for the IEF service type equal to the longest commitment period of the CDP Customer's DS3 service type under CDP. The expiration date of the IEF service type under CDP will equal the existing expiration date of the CDP Customer's DS3 service type under CDP with the longest commitment period. CDP Customers who choose this option shall receive the IEF rates associated with the IEF commitment period that matches the longest DS3 commitment period. (T) (T) (T) (T) (T) (T) (T)

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

(a) There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth in Section 25.1.10 following shall apply regardless of the end date chosen. (T)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(B) Effective Date of Commitment Period

(1) The customer must subscribe to CDP by providing the Telephone Company with written notification. (T) (T)

(2) Where the CDP is requested to be provided coincident with the connection of new services or on existing services, the commitment period will begin as determined below: (T) (T)

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

(b) If the customer subscribes to CDP after the twentieth (20th) calendar day of a month, the CDP commitment period shall begin the 1st calendar day of the second calendar month following the month in which the customer subscribes to CDP. Application of discounts under the CDP shall begin with the first bill day of the bill period associated with the CDP customer's BAN in the second month following the month in which the customer subscribes to CDP. For example, assume a CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the customer subscribes to CDP is July 30th. Then, the CDP commitment period start date is September 1st and discounts under the CDP shall begin on September 11th. (C)

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25. Discount Plans (Cont'd)

(D)

(D)

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

(D)

(2) With the exception of IEF, at the expiration of its selected commitment period, service will be converted to a month-to-month term plan at the then prevailing month-to-month service rates. (T) (C) (C)

(3) If all commitment periods for all services under the CDP are expiring, the CDP Customer has the following option: (C) (C)

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

(3) (Cont'd)
(i) Continue receiving service at month-to-month rates without a discount plan; (ii) Discontinue service; or (iii) For IEF only, select an available term plan as set forth in Section 7.2.15 for IEF. (T)

(T)

(D)

(D)

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25. Discount Plans (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

(D)

(D)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(D) Cancellations (T)

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

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25. Discount Plans (Cont'd)

(D)

(D)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(F) Time In-Service Credit

(1) TISC will be granted for each service type being converted from a TPP to the CDP if at least one (1) of the services of the type being converted has been under its TPP for at least two (2) years. (T)

(2) TISC will be applied to the end of the CDP commitment period. TISC reduces the number of months from the end of the selected commitment period to which termination liability charges are applicable. There will be no change to the CDP commitment period. For example, a commitment period of five (5) years with one (1) year of TISC granted is still a commitment period of five (5) years, however, the CDP Customer will not be subject to termination liability after month forty-eight (48) (i.e., 5 years minus TISC of 1 year = 4 years) if the CDP Customer cancels or terminates the CDP prior to the end of the commitment period. The amount of TISC granted for each eligible service type is determined as follows. (T) (T)

(3) In order to calculate the applicable TISC, first, determine the amount of time spent under a TPP in the table following. Second, determine the customer's selected CDP commitment period. Third, determine the TISC using the table and criteria set forth below. If the customer selects a CDP commitment period of equal or greater length than the amount of time spent under a TPP, the TISC associated with the Time In-Service for the TPP shall apply. If the customer selects a CDP with a shorter term than the amount of time spent under a TPP, the TISC associated with the CDP term shall apply. (T)

For example, if a customer has service under a TPP for thirty-eight (38) months, but chooses a CDP with a commitment period of only three (3) years (i.e., three (3) year term for CDP is less than the thirty-eight (38) months spent under TPP), the TISC would be six (6) months which is the maximum TISC for a three (3) year CDP commitment period. Alternatively, as an example, if the customer had two (2) years of service under a TPP, but chooses a CDP commitment period for that service type of seven (7) years (i.e., seven (7) year CDP commitment period is longer than the two (2) year time spent under TPP), the TISC would be three (3) months credit, which is the maximum TISC available having satisfied a two (2) year TPP commitment period.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(F) Time In-Service Credit (Cont'd)

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

(G) Nonrecurring Charges

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

(H) Renewal Option# (T)

(1) Description - Renewal Option is an option under CDP which allows a CDP Customer to terminate its renewed CDP without the application of termination liability charges if the renewed CDP meets the terms and conditions set forth in this section (H). There will be no change to the CDP commitment period that the customer commits to under CDP. Renewal Option applies to commitment periods by service type. Effective November 16, 2018, Renewal Option is no longer available for Voice Grade or DDS service types.

(2) Customer Subscription to Renewal Option - Renewal Option must be requested by the CDP Customer by providing written notification to the Telephone Company.

(3) Eligibility - Renewal Option is available to a CDP Customer who meets either one of the conditions set forth in (H)(3)(a) or (b) following:

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

\# Effective May 30, 2019, requests for Renewal Option will no longer be accepted. (N)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(H) Renewal Option# (Cont'd) (T)

(3) Eligibility (Cont'd)

(a) Customer with a Currently Expiring CDP

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

(i) Customer completes one of the following:

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

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

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

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

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(H) Renewal Option# (Cont'd) (T)

(3) Eligibility (Cont'd)

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

(ii) (Cont'd)

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

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

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(H) Renewal Option# (Cont'd) (T)

(D)

(D)

(4) Renewal Option Period

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

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

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

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Commitment Periods (Cont'd)

(H) Renewal Option# (Cont'd) (T)

(4) Renewal Option Period (Cont'd)

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

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

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

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

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

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

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

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability

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

(i) termination by the CDP Customer in accordance with Section 25.1.6(C) preceding for which the CDP Customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the CDP Customer terminates another service type not subject to Section 25.1.6(C) preceding, then the CDP Customer shall be subject to termination liability for the other service types in accordance with this section; or

(ii) termination by the CDP Customer in accordance with Renewal Options set forth in Section 25.1.8(H) preceding; or (D) | (D)

(iii) termination by the CDP Customer in accordance with Section 25.1.3(C)(6) or (7) preceding in order to consolidate multiple CDPs. (T)

(B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.1.10 following.

(C) CDPs established or renewed prior to January 1, 2021

There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge, except for IEF services for which termination liability charges shall be calculated using Option 1 only. The Telephone Company will calculate the charge using both methods, and apply the method that produces the lesser termination liability charge.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

(1) Option 1 Termination Liability Charge Method and Calculation

(a) Under Option 1, the termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 25.1.10 following.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Channel Terminations in service for the ACNA(s) included in CDP since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following: (A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise Minimum Commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC which may be applicable.

For example, assume the average rate per equivalent DS0 is $1, the number of DS0s which comprise the Minimum Commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows:

(($1 times 50%) times 10,000 DS0 equivalents) times 24 months = $120,000)

(c) The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

(2) Option 2 Termination Liability Charge Method and Calculation

(a) Termination liability under Option 2 will be calculated using either Method A or Method B as set forth following.

Method A: Where the CDP Customer has not maintained the service for the lowest available commitment period offered under CDP for a particular service type (e.g., less than two (2) years for Switched Access DS1 service), the termination liability charge will be the difference between (1) the total dollar amount of the full (non-discounted) monthly rates; and (2) the total dollar amount of the discounted monthly rates for the period of time that the plan was in effect.

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed $10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after eighteen (18) months. Hence, the CDP Customer's termination liability is calculated in accordance with Method A since the customer has not met any CDP commitment for Switched Access DS1 service. The non-discounted monthly rate is $14,286. This is calculated using the following equation:

$10,000 divided by (1 minus .30) = $14,286

The CDP Customer would be charged termination liability of $77,148, which is the difference between $14,286 (the non-discounted monthly rate) and $10,000 (the monthly discounted five (5) year rate) for each of the eighteen (18) months the customer was subscribed to CDP.

($14,286 minus $10,000) times 18 months = $77,148

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

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

(a) (Cont'd)

Method B: Where there is a CDP commitment period for the particular service type that is less than or equal to the actual time the service type under CDP has been in effect, the termination liability charge will be the difference between (1) the total dollar amount of the discounted monthly rates resulting from the highest CDP commitment period that could have been satisfied prior to disconnection of service or cancellation of the plan; and (2) the total dollar amount of the discounted monthly rates resulting from the CDP which was selected by the customer for the period of time that the plan was in effect.

For example, assume a CDP Customer with a five (5) year commitment period for Switched Access DS1 service is billed $10,000 per month in discounted monthly charges for these services. In accordance with Section 25.1.4 preceding, this monthly rate reflects a thirty percent (30%) discount from non-discounted monthly rates. Also assume that the CDP Customer disconnects all Switched Access DS1 services in CDP after three (3) years. Hence, the CDP Customer's termination liability is calculated in accordance with Method B since the CDP Customer has not met the three (3) year CDP commitment for Switched Access DS1 service. The discount associated with a three (3) year term for Switched Access DS1 service is twenty percent (20%). The non-discounted monthly rate is $14,286. This is calculated using the following equation:

$10,000 divided by (1 minus .30) = $14,286

To determine the monthly rate for the three (3) year period the service was in effect, use the following equation (Z)

$14,286 times (1 minus 0.2) = $11,429

The CDP Customer would be charged termination liability of $51,444, which is the difference between $11,429 (monthly discounted three (3) year rate) and $10,000 (monthly discounted five (5) year rate) for each of the three (3) years they were subscribed to CDP.

($11,429 minus $10,000) times 36 months = $51,444

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability (Cont'd)

(C) CDPs established or renewed prior to January 1, 2021 (Cont'd) (N)

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

(b) The above steps will be repeated for each service type included in the CDP plan. Upon determining the total termination liability for all service types under Option 2, the Telephone Company will compare the termination liability charge calculated under Option 2 with the termination liability charge calculated under Option 1, and shall apply the method that produces the lesser termination liability charge. For example, if the termination liability charge under Option 1 were calculated at $120,000 and the termination liability charge calculated under Option 2 (Method B) was $51,444; the $51,444 under Option 2 (Method B) would apply.

(c) For services based on TPP rates, the discount percentage is calculated as one (1) minus the percentage difference between the discounted channel termination rate applied and the month-to-month rate for the channel termination.

(i) Prior to subtracting the percentage difference from the number one (1), the percentage difference shall be converted to a positive (+) number.

For example, assume that the month to month TPP rate for Special Access DS1 service is $100 and that the discounted TPP rate is $70. The percentage difference is calculated by the following equation:

(70 minus 100) divided by 100 = -0.3.

(ii) To calculate the discount percentage, the percentage discount -0.3 shall be converted to a positive (+) number prior to subtracting it from number one (1). In this example, the calculation of the discount percentage shall be 1 minus (+0.3) which equals 0.7. (M)

Certain material on this page formerly appeared on 1st Revised Page 25-29.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Termination Liability (Cont'd)

(D) CDPs established or renewed on or after January 1, 2021 (N)

(1) Termination Liability Charge Method and Calculation

(a) The termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may be applicable. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 25.1.10 following.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Channel Terminations in service for the ACNA(s) included in CDP since the last true-up was performed and the total dollar amount for each service type since the last true-up was performed.

(Step 2) Using the data from Step 1, the Telephone Company will calculate an average rate per equivalent DS0 by dividing the total dollar amount from Step 1 by the DS0 channel terminations, each as calculated in accordance with Step 1 above.

(Step 3) The Telephone Company will multiply the following: (A) the average rate per equivalent DS0 from Step 2 times (B) 50 percent (50%) times (C) the number of equivalent DS0s which comprise Minimum Commitment times (D) the number of months from the end of the minimum period requirement to the end of the commitment period, less any TISC which may be applicable.

For example, assume the average rate per equivalent DS0 is $1, the number of DS0s which comprise the Minimum Commitment is 10,000, and the number of months from the end of the minimum period requirement to the end of the five (5) year commitment period, less any TISC or Renewal Option which may be applicable, is two (2) years. The calculation would be as follows:

(($1 times 50%) times 10,000 DS0 equivalents) times 24 months = $120,000)

(c) The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding. However, a late payment factor will apply in accordance with Section 2.4.1 preceding if such amount is not paid by the bill due date of the month in which such amount first appears on the bill. (N)

Certain material previously found on this page can now be found on Original Page 25-28.1.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Minimum Period

The minimum period for any service provided under the CDP is one (1) year from the date that such service is installed. When a service is disconnected prior to the expiration of the minimum period, the CDP Customer shall be responsible for charges for the balance of the minimum period. The calculation for the Minimum Period Charge will be determined as set forth in Section 5.2.6 preceding. (T)

As an illustrative example, assume that customer establishes a DS1 High Capacity/1.544 Mbps Special Access Service under a term payment plan (TPP) on 1/1/2001. On 1/1/2005, customer establishes a CDP with a five year commitment period for its DS1 High Capacity service type. (T) On 2/1/2005, the CDP Customer disconnects the DS1 High Capacity circuit originally installed on 1/1/2001. (T) Since the service was installed on 1/1/2001, and the disconnection date was 2/1/2005, the minimum period under CDP of one year has been met. Therefore, the CDP Customer is not required to pay any minimum period charges. (T)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Coterminous Plans

(A) Upon establishment of a new commitment period under CDP under this tariff, a customer will have the option to match the plan's expiration date with the expiration date for each service type offered under a CDP in the operating territories of Verizon New England Inc. and Verizon New York Inc., provided that, the selected services are under the same length term plan, and provided further that, there is at least fifty percent (50%) of the time remaining in the CDP term in the operating territories of Verizon New England Inc. and Verizon New York Inc. If the same term plan lengths are not available (e.g., DS3), the selected service must be the longest term plan length available in this tariff. The rates, terms, and conditions associated with each service will be provided pursuant to the tariff/product guide from which the service was ordered. (C)

(B) TISC, when applicable, will be adjusted when the customer elects coterminous plans. The number of months of TISC shall be the difference between (a) the TISC available to the customer on the new CDP under this tariff calculated in accordance with Section 25.1.8(F) preceding; and (b) the number of months or fraction thereof that the new CDP commitment period under this tariff is reduced in order to make that date coterminous with the expiration date of the customer's commitment period under CDP in Tariff F.C.C. No. 11. No TISC will be applied if the difference from the prior sentence (i.e., (a) minus (b)) results in a net TISC that is less than or equal to zero (0).

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

25.2 Reserved for Future Use (C)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

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25. Discount Plans (Cont'd)

(D)

(D)

25. Discount Plans (Cont'd)
25.3 National Discount Plan#
25.3.1 General
(A) Overview

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

Subject to Section 1.1 preceding, the Telephone Company manages an NDP as a single plan and applies tariffed and detariffed rates, terms and conditions as applicable. Any references to detariffed services are solely to assist in understanding the overall plan and shall not be construed to mean that such services are offered under this tariff or are subject to Section 203 of the Act. (N)

(B) Specific Terms and References

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

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

Effective May 30, 2019, subscription to a new NDP is no longer permitted. Subject to Section 1.1. preceding, the Telephone Company will continue to provide NDP pursuant to this Section 25.3 on any existing NDP that was in-service as of May 30, 2019 (Existing NDPs), subject to the following conditions: (C) (T)

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

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

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

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

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

(8) **Average Monthly Rate Per Equivalent DS1 CM**: shall mean the rate as calculated in accordance with Section 25.3.7(C)(2) following.

(9) **Average Monthly Rate Per Equivalent DS1 CT**: shall mean the rate as calculated in accordance with in Section 25.3.7(C)(1) following.

(10) **Channel Termination(s)**: shall mean the applicable Special Access channel terminations for Qualifying Services (as used in this tariff and the Telephone Company's Tariff F.C.C. No. 11 (**FCC11**), the applicable Special Access Lines (SAL(s)) for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 14 (**FCC14**), and the applicable Circuit Terminations for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 16 (**FCC16**) as follows.

(a) Channel Terminations for Special Access DS1 Services are described in Section 7.2.9 preceding of this tariff, Section 7.2.9 of FCC11, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and

(b) Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are described in Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and

(c) Secondary Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are set forth in Section 7.2.9 preceding of this tariff, and Section 7.2.9 of FCC11; and (D)

(d) Channel Terminations for IEF Services.

(11) **Channel Termination Revenue Cap**: shall mean the total discounted monthly revenues associated with all in-service channel termination rate elements for Equivalent DS1 CTs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Termination (CT) Revenue Cap.

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.1 General (Cont'd)

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

(12) **Channel Mileage**: shall mean the applicable channel mileage for Qualifying Services, the applicable Special Transport for Qualifying Services, and the applicable Circuit Mileage for Qualifying Services . (D)

(13) **Channel Mileage Revenue Cap**: shall mean the total discounted monthly revenues associated with all in-service channel mileage rate elements for Equivalent DS1 CMs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Mileage (CM) Revenue Cap.

(14) **Commitment Buy Up Bonus**: shall mean an option available to the NDP Customer which allows the NDP Customer to increase (buy-up) their CT Commitment Level and/or their CM Commitment Level, and receive a discount on one or both Commitment Levels, as described in Section 25.3.7(E) following.

(15) **CBB Discount:** shall mean the Commitment Buy-Up Bonus Discount as described in Section 25.3.7(E) following.

(16) **Commitment Level**: shall mean the CM Commitment Level (i.e., the total number of Equivalent DS1 CMs) and/or the CT Commitment Level (i.e., the total number of Equivalent DS1 CTs) that the NDP Customer must commit to the NDP, as described further in Section 25.3.4 following. If the NDP Customer has Channel Terminations and Channel Mileage, then the NDP Customer must establish a separate Commitment Level for Channel Terminations (**CT Commitment Level**) and a separate Commitment Level for Channel Mileage (**CM Commitment Level**).

(17) **Commitment Matrix**: shall mean the Premier Commitment Matrix, the Standard Commitment Matrix or the Deluxe Commitment Matrix as each is described in Section 25.3.4(C) following.

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(18) **Discount Tier**: shall mean the tier in each of the tables set forth in Section 25.3.4(B) following into which the NDP Customer falls based on the actual quantities of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable.

(19) **Discount Tier Adjustment**: shall mean the adjustment (if applicable) to a higher or a lower Discount Tier based on the difference (if any) between the NDP Customer's Achieved Discount Tier and Assigned Discount Tier, as calculated during the Annual True-Up Period. See Section 25.3.7(D) for further explanation.

(20) **Discounted Rate Elements**: shall mean those rate elements of the Qualifying Services that receive a discount under the NDP. A listing of the Discounted Rate Elements is set forth in Section 25.3.5(A) following.

(21) **Equivalent DS1 CTs**: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following.

(22) **Equivalent DS1 CMs**: shall mean the total number of equivalent DS1 Channel Miles for Qualifying Services for the ACNA(s) included in NDP as determined in accordance with Section 25.3.4 following.

(23) Reserved.

(24) **IEF Services**: shall mean, as applicable, either (a) Special Access IntelliLight® Entrance Facilities STS1 terminations (excluding interface options) as described in Section 7.2.15 preceding of this tariff, Section 26.1.4 of FCC11, Section 20.4 of FCC14, and Section 20.4 of FCC16; or (b) Telephone Company provided SONET entrance facility STS1 terminations (excluding interface options) provided by the Telephone Company where such service is technically and operationally feasible, as determined by the Telephone Company.

(25) **Initial Term**: shall mean the five (5) year initial term of the NDP.

(26) **Monthly Average Count of Equivalent DS1 CMs**: shall mean the average number of Equivalent DS1 CMs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.3.7(B)(1) following.

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(27) **Monthly Average Count of Equivalent DS1 CTs**: shall mean the average number of Equivalent DS1 CTs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.3.7(B)(1) following.

(28) **Monthly Charges**: shall mean the dollar amount of monthly recurring charges billed by the Telephone Company for Discounted Rate Elements.

(29) **Monthly Shortage**: shall mean the difference between(i) the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable; and (ii) the NDP Customer's CT Commitment Level or CM Commitment Level, respectively.

(30) **NDP Customer**: shall mean collectively the subscribing customer (as defined in Section 2.6 preceding) and all Persons that are included in the same NDP.

(31) **NDP Start Date**: shall mean the start date of the NDP Customer's NDP, as described in Section 25.3.2(A)(1) following.

(32) **Non-Discounted Billed Amounts**: shall mean the Monthly Charges for the Discounted Rate Elements that would have been billed if the discount percentages of the NDP had not been applied, as calculated in accordance with Section 25.3.7(D).

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.1 General (Cont'd)

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

(33) **Person**: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(34) **Plan Year**: shall mean each 12 month period during the Term of the NDP commencing on the NDP Start Date and each Anniversary Date thereafter, as applicable.

(35) **Qualifying Services**: shall mean Special Access DS1 Services, Special Access DS3 Services, and IEF Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.3.3 following of this tariff, Section 25.2.3 of FCC11, Section 23.1.3 of FCC14, and Section 22.1.3 of FCC16.

(36) **Renewal Term**: shall mean any renewed 5-year period of the NDP.

(37) **Sale Adjustment**: shall mean an adjusted amount of Equivalent DS1 CTs and an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale.

(38) **Shortfall Penalty**: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level and/or CM Commitment Level, as applicable, during an Annual True-Up Period, as further described in Section 25.3.7(C) following.

(39) **Special Access DS3 Service**: shall mean Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) of FCC14, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16, and detariffed interstate Special Access DS3/44.736 Mbps Services provided by the Telephone Company. (C) | (C)

(40) **Special Access DS1 Service**: shall mean Special Access DS1 High Capacity/1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 of FCC11, Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) of FCC14, and Special Access DS1 High Capacity Service as described in Section 7.11 of FCC16, and detariffed interstate Special Access DS1 High Capacity/1.544 Mbps Service provided by the Telephone Company. (C) | (C)

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(41) **Subscription Date**: shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer.

(42) **Telephone Company Sale**: shall mean the sale or other divestiture of an operating territory or a portion of an operating territory of a Telephone Company, whereby the Telephone Company no longer provides Qualifying Services in such operating territory or portion of an operating territory.

(43) **Term**: shall mean the Initial Term and any Renewal Term(s).

(44) **Upgrade or Upgraded**: shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity (e.g., replacement of a Special Access DS3 Service with an IEF Service); or (ii) a Qualifying Service with another Telephone Company provided service of a higher bandwidth or capacity that is not a Qualifying Service (e.g., replacement of a Special Access DS3 Service with an Ethernet Service of a higher bandwidth).

(45) **Upgrade Adjustment**: shall mean an adjusted number of Equivalent DS1 CTs and an adjusted number of Equivalent DS1 CMs that were Upgraded by the NDP Customer during the Annual True-Up Period.

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(1) At the time of subscription to NDP, the subscribing customer must include all of its ACNAs in the NDP. The NDP Customer also has the option to include the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)). In this case, the NDP Customer's NDP shall include (1) all of the subscribing customer's ACNA(s); and (ii) all of the ACNA(s) of the Person(s) that the subscribing customer wishes to include in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).

(2) If, subsequent to the NDP Start Date, the NDP Customer wishes to add one or more ACNA(s) to its NDP for one of the following reasons, then all such ACNA(s) of the NDP Customer or Person(s), as applicable, shall be added to the NDP Customer's NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.

(a) NDP Customer (at its option) wishes to include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or

(b) NDP Customer or one of the Person(s) who is currently included in the NDP (at its option) has acquired one or more new ACNA(s) and wishes to include such ACNA(s) in the NDP Customer's NDP; or

(c) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that are not currently included in the NDP Customer's NDP only when such ACNA(s) were already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) acquired through merger, acquisition, or other transaction that were not currently included in another NDP.

(3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.

(5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

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

25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(1) At the time of subscription to NDP, the subscribing customer must designate to the Telephone Company its ACNA(s) that it wishes to include in the NDP. The NDP Customer also has the option to include some or all of the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).

(2) If, subsequent to the NDP Start Date, the NDP Customer adds one or more ACNA(s) to its NDP for one of the following reasons, then the subscribing customer must designate to the Telephone Company those ACNA(s) it wishes to have added to its NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.3.11 following.

(a) NDP Customer (at its option) may include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or

(b) NDP Customer or one of the Person(s) who is currently included in the NDP has acquired one or more new ACNA(s) and (at its option) wishes to include such ACNA(s) in the NDP Customer's NDP; or

(c) NDP Customer (at its option) may include one or more of its ACNA(s) into its NDP that are not currently included in the NDP Customer's NDP; or

(d) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that is not currently included in the NDP Customer's NDP and such ACNA(s) was already included in an NDP acquired by such merger, acquisition or other transaction. NDP Customer is not required to include ACNA(s) owned by a Person that is not included in the NDP Customer's NDP or ACNA(s) acquired through merger, acquisition, or other transaction that was not currently included in another NDP.

(3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

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

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25. Discount Plans (Cont'd)

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

25.3.1 General (Cont'd)

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

(4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.3.11 following.

(5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.3.1 and Section 25.3.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.1 General (Cont'd)

(E) Subscription to Other Arrangements (D)

(1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements for the ACNA(s) included in the NDP Customer's NDP to other existing or new arrangements (including a contract option, an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Term Payment Plans and Commitment Discount Plans, subject to the exceptions set forth in Section 25.3.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.3.13 following) shall apply. (D) | | (D) (D)

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

(b) Unless specifically prohibited under a contract option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract option that provides discounts for achieving certain aggregate volume or revenue targets for IEF Services; or (D) (D) (D)

(c) The specific arrangement (including the contract option) specifically permits concurrent subscription to the NDP and the applicable contract option; or (D) (D)

(d) Reserved.

(e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan.

(f) The NDP Customer may concurrently subscribe Qualifying Services ordered on or after July 16, 2016 to other existing or new arrangements as long as said Qualifying Services are for an ACNA that is not included in the NDP Customer's NDP. (D)

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

25. Discount Plans (Cont'd)

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

25.3.2 Subscription

(A) Subscription Requirements

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

(1) NDP Start Date

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

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

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

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

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25. Discount Plans (Cont'd)
25.3 National Discount Plan# (Cont'd) (T)
25.3.2 Subscription (Cont'd)
(A) (Cont'd)

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

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

(3) Discount Tier

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

(4) Commitment Matrix and Commitment Levels

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

(5) BANs

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

(6) ACNA(s)

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

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

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

(1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC11, and/or FCC14 and/or FCC16, and/or on a detariffed basis 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 for the ACNA(s) included in NDP. For each Qualifying Service, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased for the ACNA(s) included in NDP. (C) (D) (D)

(2) The NDP will be administered as a single discount plan across all of the Telephone Company's operating territories for which a single set of Commitment Levels, Discount Tiers, and Term shall apply. (C)

For example, assume an NDP Customer purchases Special Access DS3 Services under this tariff and under FCC11 and FCC14, as well as detariffed interstate DS3 services provided by the Telephone Company in the same operating territories. In this case, the NDP Customer must subscribe to the NDP all (i.e., 100%) of such Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP. The NDP Customer's NDP shall be administered as one discount plan across all of these operating territories (both under this tariff and on a detariffed basis). Assume further that in Plan Year 2, the NDP Customer purchases Special Access DS1 Services in FCC16, and/or detariffed interstate Special Access DS1 Services provided by the Telephone Company in the same operating territories. Then, the Telephone Company shall include all (i.e., 100% of such Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP. (C) | (C) (D) (C) | | | (C)

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.3 Qualifying Services

(B) Qualifying Services

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

(1) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Terminations;

(2) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Terminations (including Individual System, 3 System, and Unlimited System configurations, and 12 Capacity System configurations) (see Note 1); (D) (D)

(3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage (see Notes 1 and 3);

(4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System, and Unlimited System configurations, and Individual System, 3 Capacity System, 12 Capacity System and Unlimited System configurations) (see Note 3); (D) (D)

(5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations.

Note 1: Channel Terminations and Channel Mileage for 12 and 24 Group Systems are not Qualifying Services. (D)
Note 3: The MetroLAN Optional Arrangement is not a Qualifying Service. (D)

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

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

(D) Reserved for Future Use (C)

(D)

(D)

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

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25. Discount Plans (Cont'd)
25.3 National Discount Plan# (Cont'd) (T)
25.3.3 Qualifying Services (Cont'd)
(E) Addition of Services and Removal of Services

(1) Addition of Services

(a) The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for the ACNA(s) included in the NDP Customer's NDP at any time during the Term of the NDP. Qualifying Services are added to the NDP for the remainder of the Term (i.e., on a coterminous basis). The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service for ACNA(s) not included in NDP only if it adds the ACNA(s) to the NDP Customer's NDP pursuant to Section 25.3.11 following.

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

(c) When the NDP Customer adds one or more IEF Services during the Term of the NDP, the added IEF Service will be added to the NDP solely for the purpose of calculating the number of Equivalent DS1 CTs and/or the number of Equivalent DS1 CMs used to administer the NDP.

(2) Removal of Services

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

(b) When the NDP Customer removes one or more IEF Services for the ACNA(s) included in the NDP Customer's NDP, no termination liability under this Section 25.3 applies. However, the NDP Customer may be subject to termination liability under its applicable term plan for IEF Service.

(c) When the NDP Customer removes all Special Access DS3 Services and all Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP from the NDP (i.e., the NDP Customer cancels its NDP in its entirety), termination liability applies in accordance with Section 25.3.13 following.

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.4 Commitment Levels and Discount Tiers

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

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

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

(Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service for the ACNA(s) included in the NDP Customer's NDP. (D)

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

(Step 3) Using Table 1, below, multiply (a) the applicable number in the column entitled "DS1 CT Multiplier" below; by (b) the number derived in Step 2 above.

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

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

Table 1: Calculation of Equivalent DSI CTs.

Qualifying Service	DS1 CT Multiplier
STS1 level	28
DS3 level	28
DS1 level	1

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

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

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

(Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service for the ACNA(s) included in the NDP Customer's NDP. (D)

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

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

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

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

Table 2: Equivalent DSI CMs.

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

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

25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

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

(2) (Cont'd)

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

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

The Equivalent DS1 CTs would be determined as follows:

Channel Termination		**DS1 CT Multiplier**		**Equivalent DS1 CTs**
200 IEF STS1s	X	28	=	5,600
800 DS3 CTs	X	28	=	22,400
3000 DS1 CTs	X	1	=	3,000
Total Equivalent DS1 CTs			=	31,000

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

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

The Equivalent DS1 CMs would be determined as follows:

Channel Mileage		**DS1 CM Multiplier**		**Equivalent DS1 CMs**
5,000 DS3 CMs	X	28	=	140,000
75,000 DS1 CMs	X	1	=	75,000
Total Equivalent DS1 CMs			=	215,000

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

25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(B) Discount Tier Tables

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

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

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

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

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

(ii) Standard Commitment Matrix, as described in Section (C)(2) following; and

(iii) Deluxe Commitment Matrix, as described in Section (C)(3) following.

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

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(C) (Cont'd)

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

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

25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(C) (Cont'd)

(4) Where the calculation in (1), (2) or (3) preceding results in a fraction of an Equivalent DS1 CT or a fraction of an Equivalent DS1 CM, standard rounding practices shall apply. For example, if there are 9,999.4 Equivalent DS1 CTs, the Telephone Company will round down to 9,999 whole Equivalent DS1 CTs. Similarly, if there are 9,999.5 Equivalent DS1 CTs, the Telephone Company will round up to 10,000 whole Channel Terminations.

(5) As an example, assume that at the time of subscription to the NDP, the NDP Customer had 31,020.04 Equivalent DS1 CTs, and 215,125.17 Equivalent DS1 CMs. In this case, the NDP Customer would fall into Discount Tier B for Channel Terminations and Discount Tier B for Channel Mileage. Assume further that the NDP Customer chose the Standard Commitment Matrix. Using the table in Section 25.3.5(B)(1) following, in Plan Year 1, the NDP Customer would receive a discount of 33% (i.e., Discount Tier B) on its Special Access DS1 Channel Terminations, and 31% (i.e., Discount Tier B) on its Special Access DS3 Channel Mileage. The Telephone Company would also establish a Commitment Level for Channel Terminations at 26,367 (i.e., 85% multiplied by 31,020.04, with the result rounded down), and a Commitment Level for Channel Mileage at 182,856 (i.e., 85% multiplied by 215,125.17, with the result rounded down).

(6) Changes to the Commitment Matrix

(a) Changes during an Initial Term or a Renewal Term, as applicable.

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable. If the NDP Customer has selected either the Standard Commitment Matrix or the Deluxe Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up as set forth in Section 25.3.7(G) following.

(b) Changes at the end of an Initial Term or a Renewal Term, as applicable.

At the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as such NDP Customer does not also concurrently select the Renewal Benefit Option as set forth in Section 25.3.14(C) following.

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

25. Discount Plans (Cont'd)

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

25.3.4 Commitment Levels and Discount Tiers (Cont'd)

(D) Although IEF Services are used in determining the DS1 Equivalent CTs, rate elements for IEF Services are not Discounted Rate Elements (i.e., rate elements for such services are not discounted under NDP).

(E) The initial Commitment Level(s) established as of the NDP Start Date, or upon renewal of the NDP, as applicable, will not change during the Term of the NDP, unless one of the following is in effect:

(1) If the NDP Customer's count of Equivalent DS1 CTs and/or count of Equivalent DS1 CMs exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.3.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.3.7(B)(2)(b) following; or

(2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.3.4(C)(5) preceding; or

(3) If the NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.3.7(E) following; or

(4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.3.11 following or Section 25.3.12 following, respectively.

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

ACCESS SERVICE

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

(A) Discounted Rate Elements

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

(1) The following Discounted Rate Elements offered in the operating territories of Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC and Verizon Washington, D.C. Inc. are included in NDP (C) | | (C)

(a) Special Access DS1 Service Channel Terminations, Basic Service, Section 7.5.9(A) preceding, as determined in accordance with Section 14.8 preceding, and/or on a detariffed basis. (C) (C)

(b) Detariffed Special Access DS1 Service Channel Mileage, Basic Service. (C) (D)

(c) Detariffed Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service. (C) (D)

(d) Detariffed Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service. (C) (D)

(e) Detariffed Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service. (C) (D)

(f) Detariffed Special Access DS3 Service primary Channel Terminations, Base Rates. (C) (C)

(g) Special Access DS3 Service secondary Channel Terminations, Base Rates, Section 7.5.9(A) preceding, as determined in accordance with Section 14.8 preceding, and/or on a detariffed basis. (D) (C) (C)

(h) Detariffed Special Access DS3 Service Channel Mileage, Banded Base Rates, as applicable. (C) (D)

(i) Detariffed Special Access DS3 Service Channel Mileage, Base Rates. (C) (D)

(j) Detariffed Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates. (C) (D)

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(2) The following Discounted Rate Elements offered in the operating territories of Verizon New England Inc. and Verizon New York Inc. are included in NDP. (C) | (C)

(a) Special Access DS1 Service Channel Terminations, Section 31.7.9(A)(1)(a) of FCC11, as determined in accordance with Section 15.4 of FCC11, and/or on a detariffed basis. (D) (C)

(b) Detariffed Special Access DS1 Service Channel Mileage. (C)

(c) Detariffed Special Access DS1 Service DS1 to Voice Multiplexing in New York/Connecticut. (C) (D)

(d) Detariffed Special Access DS1 Service DS1 to DS0 Multiplexing in New York/Connecticut. (C) (D)

(e) Detariffed Special Access DS3 Service primary Channel Terminations with optical and electrical interfaces, Base Rates. (C) (D)

(f) Special Access DS3 Service secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 31.7.9(A)(1)(c) of FCC11, as determined in accordance with Section 15.4 of FCC11, and/or on a detariffed basis. (T) (D) (T) (C)

(g) Detariffed Special Access DS3 Service optical and electrical Channel Mileage, Banded Base Rates, as applicable. (C) (D)

(h) Detariffed Special Access DS3 Service optical and electrical Channel Mileage, Base Rates, as applicable. (C) (D)

(i) Detariffed Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates. (C) (D)

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(3) The following Discounted Rate Elements offered in the operating territories of Verizon North LLC (0169) and Verizon South Inc. (4337) are included in NDP. (C) | (C)

(a) Special Access High Capacity DS1 (1.544 Mbps) Facilities - SAL rate elements of a Standard Arrangement as specified in Section 5.7.7 of FCC14, as determined in accordance with Section 19.2 of FCC14, and/or on a detariffed basis. (C)

(b) Detariffed Special Access High Capacity DS1 (1.544 Mbps) Facilities - Special Transport Facility and Termination rate elements of a Standard Arrangement (see Note 2). (C) (D)

(c) Special Access High Capacity DS3 (44.736 Mbps) Facilities - SAL rate elements of an Individual System or a 3 System configuration (with or without Telephone Company electronics) as specified in Sections 5.7.10 and 5.7.12 of FCC14, respectively, as determined in accordance with Section 19.2 of FCC14, and/or on a detariffed basis (see Note 3). (C)

(d) Detariffed Special Access High Capacity DS3 (44.736 Mbps) Facilities - Banded Special Transport rate elements of an Individual System, a 3 System, or an Unlimited System configuration. (C) (D)

(e) Detariffed Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities and detariffed 44.736 Mbps Terminations of an Individual System, a 3 System or an Unlimited System configuration. (C) (C) (D) (D)

Note 2: All Special Transport rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.
Note 3: All SAL rate elements of an Unlimited System are not Discounted Rate Elements.

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount

(A) Discounted Rate Elements (Cont'd)

(4) The following Discounted Rate Elements offered in the operating territories of Verizon North LLC (0170, 0201) and Verizon South Inc. (0864F, 0233) are included in NDP. (C) | (C)

(a) Special Access High Capacity DS1 Service – Circuit Termination rate elements as specified in Section 7.11.5(A) of FCC16, and/or on a detariffed basis. (C)

(b) Detariffed Special Access High Capacity DS1 Service – Fixed and Per Mile Circuit Mileage rate elements (see Note 2). (C) (D)

(c) Special Access High Capacity DS3 Service - Circuit Termination rate elements of an Individual System or a 3 Capacity System configuration (with or without Telephone Company electronics) as specified Section 7.11.5(E) of FCC16, and/or on a detariffed basis (see Note 3). (C)

(d) Detariffed Special Access High Capacity DS3 Service - Banded Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration. (C) (D)

(e) Detariffed Special Access High Capacity DS3 Service - Fixed and Per Mile Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration. (C) (D)

Note 2: All Circuit Mileage rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.
Note 3: All Circuit Termination rate elements of an Unlimited System, a 12 Capacity System, or a 24 Capacity System are not Discounted Rate Elements.

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

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25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

25. Discount Plans (Cont'd)

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

25.3.5 Application of Discount (Cont'd)

(B) (Cont'd)

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

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

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.6 Special Access DS3 Service Channel Mileage Rates

Special Access DS3 Service Channel Mileages Rates are detariffed. (C)

(D)

(D)

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up

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

(A) The Annual True-Up shall consist of the following steps which shall be conducted by the Telephone Company in the following order:

(1) Calculate the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, each as described in Section 25.3.7(B) following; and

(2) Compare the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level, and the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level to determine if the NDP Customer (a) has met its applicable Commitment Level(s); or (b) has exceeded its applicable Commitment Level(s), as each is described in (B) following; and

(3) If the NDP Customer has not met its CT Commitment Level and/or CM Commitment Level, as applicable, then calculate the Shortfall Penalty that is due in accordance with Section 25.3.7(C) following. If the NDP Customer has exceeded its CT Commitment Level or CM Commitment Level, as applicable, then calculate any adjustment to one or both Commitment Level(s) in accordance with Section 25.3.7(B) following; and

(4) Determine if the Achieved Discount Tier is the same as the Assigned Discount Tier. For an NDP Customer under a Standard Commitment Matrix or Premier Commitment Matrix, if the Assigned Discount Tier is different than the Achieved Discount Tier, then the Telephone Company shall calculate the applicable Discount Tier Adjustment in accordance with Section 25.3.7(D) following. No Discount Tier Adjustment is calculated for an NDP Customer under a Deluxe Commitment Matrix; and

(5) Assuming the NDP Customer is eligible for the Commitment Buy-Up Bonus for either its CT Commitment Level or CM Commitment Level, or both, and the NDP Customer elects to exercise such Commitment Buy-Up Bonus Option, the Telephone Company will calculate the applicable CBB Discount in accordance with Section 25.3.7(E) following. No later than thirty (30) calendar days prior to the Anniversary Date of its NDP, the NDP Customer must notify the Telephone Company in writing of its intent to exercise the Commitment Buy-Up Bonus Option.

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

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25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(A) (Cont'd)

(6) If the NDP Customer added or removed one or more ACNA(s) under Section 25.3.11 or Section 25.3.12 following, respectively, during the Annual True-Up Period, the Telephone Company will adjust the CT Commitment Level and/or CM Commitment Level, as applicable, to reflect such added or removed ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP, the NDP Customer must notify the Telephone Company in writing of any such changes to its ACNAs.

(7) Subject to the requirements set forth in Section 25.3.7(F) following, assign the Discount Tiers applicable to the next Plan Year; and

(8) Assuming the NDP Customer qualifies for a change from the Standard Commitment Matrix to the Deluxe Commitment Matrix or the Premier Commitment Matrix, or for a change from the Deluxe Commitment Matrix to the Premier Commitment Matrix, and the NDP Customer elects to make such change, the Telephone Company will calculate and set the new Commitment Levels associated with the choice of a Deluxe Commitment Matrix or a Premier Commitment Matrix, as applicable, and Discount Tiers in accordance with Section 25.3.7(G) following.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

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

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

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

(i) the Upgrade Adjustment, as calculated in accordance with Section 25.3.7(H) following, for any Qualifying Service(s) that has been Upgraded ; and/or

(ii) the Sale Adjustment, as calculated in accordance with Section 25.3.10 following, for any Qualifying Service(s) which are affected by a Telephone Company Sale;

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

(1) (Cont'd)

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(1) Where the NDP Customer elected the Standard Commitment Matrix, and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to eighty-five percent (85%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. Any adjustments to the CT Commitment Level, as described in this Section (B)(2)(b)(1), is made independent of any adjustment to the CM Commitment Level.

(2) Where the NDP Customer elected the Premier Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety percent (90%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B)(2)(b)(2), is made independent of an adjustment to the CM Commitment Level.

(3) Where the NDP Customer elected the Deluxe Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety-two percent (92%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B)(2)(b)(3), is made independent of an adjustment to the CM Commitment Level.

(3) Where the NDP Customer has not met its CT Commitment Level and/or has not met its CM Commitment Level, as applicable, a Shortfall Penalty as set forth in Section 25.3.7(C) following applies to each missed Commitment Level.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty

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

(1) Option 1 Shortfall Penalty Method and Calculation

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

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

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

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

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

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

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

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) 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. (C) | (C)

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

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

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs. In this example, this number is 118,000 Equivalent DS1 CTs.

(Step 2) Calculate the Monthly Shortage of Equivalent DS1 CTs. [120,000 Commitment Level – 118,000 Monthly Average Count of Equivalent DS1 CTs = 2,000 Equivalent DS1 CTs]

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT. In this example, assume that the sum of the total Monthly Charges billed for all Channel Termination and multiplexing Discounted Rate Elements during each month of the Annual True-Up Period is $150,000,000. The Average Monthly Rate per Equivalent DS1 CT is $105.93. [$150,000,000/12 months/118,000 Monthly Average Count of Equivalent DS1 CTs]

(Step 4) Calculate the Shortfall Penalty. The Shortfall Penalty is $2,542,320 (the Monthly Shortage of 2,000 Equivalent DS1 CTs x $105.93 Average Monthly Rate per Equivalent DS1 CT x 12 months).

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(3) Option 2 Shortfall Penalty Method and Calculation

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

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

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

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

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

(D) Discount Tier Adjustment

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

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

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

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

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

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

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

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

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

(1) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Termination Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) 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. (C) | (C)

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

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(2) Calculate the Non-Discounted Billed Amount for the Special Access DS1 Service multiplexer Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon New England Inc., Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C) | (C)

(3) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements (excluding the operating territories of Verizon North LLC and Verizon South Inc.) 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. (C) | (C)

(4) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service multiplexer Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C) | (C)

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(5) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service SAL Discounted Rate Elements and Special Access DS1 Service Circuit Termination Discounted Rate Elements in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)

(6) Calculate the Non-Discounted Billed Amount for Special Access DS3 SAL Discounted Rate Elements and Special Access DS3 Service Circuit Termination Discounted Rate Elements in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)

(7) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Mileage Discounted Rate Elements (excluding the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C) | (C)

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(8) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Mileage (including Banded Channel Mileage and Base Rate Channel Mileage) Discounted Rate Elements (excluding Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C) (C)

(9) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Special Transport Discounted Rate Elements and Special Access DS1 Service Circuit Mileage in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)

(10) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Special Transport (including Banded Special Transport and Special Transport) Discounted Rate Elements and Special Access DS3 Service Circuit Mileage (including Banded Circuit Mileage and Circuit Mileage) in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

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

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

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

(1) Add the total of the Discount Tier Adjustments for the Channel Termination and multiplexer rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Terminations and multiplexers.

(2) Add the total of the Discount Tier Adjustments for the Channel Mileage rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Mileage.

(3) For NDP Customers who elected the Standard Commitment Matrix or the Premier Commitment Matrix, Discount Tier Adjustments may result in a debit adjustment or credit adjustment to the NDP Customer's bill. The Telephone Company will apply the Discount Tier Adjustment calculated in (D)(2)(a) preceding to the BAN(s) designated by the NDP Customer under Section 25.3.2(C)(5) preceding. The Discount Tier Adjustment is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing a debit Discount Tier Adjustment is not paid by the payment date.

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

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

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

(Step 2) Determine the Achieved Discount Tier in accordance with category (1) of Step 3 in Section 25.3.7(D)(2)(a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations (excluding the operating territories of Verizon North LLC and Verizon South Inc. is Tier E (195,001 to 275,000 which has a 37% discount). Since the Monthly Average Count of Equivalent DS1 CTs is 201,000 Equivalent DSI CTs, the corresponding Achieved Discount Tier for Channel Terminations is Tier E (195,001 to 275,000 which has a corresponding discount percentage of 37% discount). (C) | (C)

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

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

25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

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

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

(1) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations is $12,000,000. (D)

(ii) Remove the discount associated with the Assigned Discount Tier [$12,000,000 / (1 - 0.36) = $18,750,000].

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

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

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

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

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

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

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

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

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25. Discount Plans (Cont'd)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 5) (Cont'd)

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

DS1 Multiplexer	$100,000	(D)
DS3 CT	$200,000	|
DS3 Multiplexer	$150,000	(D)
DS1 CT (Verizon North LLC		(C)
and Verizon South Inc.	$100,000	|
DS3 CT (Verizon North LLC		|
and Verizon South Inc.	$200,000	(C)

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

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

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

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25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(E) Commitment Buy-Up Bonus

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

(1) If the NDP Customer meets all of the requirements of (a) through (c) following, the NDP Customer is eligible to exercise the Commitment Buy-Up Bonus Option with respect to either or both Commitment Levels:

(a) the NDP Customer subscribed to the Premier Commitment Matrix during the Annual True-Up Period; and

(b) the NDP Customer has met both its CT Commitment Level and its CM Commitment Level (assuming it established both such Commitment Levels) under Section 25.3.7(B) preceding; and

(c) the actual quantity of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up Period is five percent (5%) or more greater than the actual quantity of Equivalent DS1 CTs or CMs, as applicable, in month one (1) of the Annual True-Up Period.

(2) If the NDP Customer elects to increase its CT Commitment Level and/or CM Commitment Level, the new Commitment Level(s) for the NDP will be set at ninety (90%) of the month 12 count of Equivalent DS1 CTs; or at ninety (90%) of the month 12 count of Equivalent DS1 CMs, as applicable. In determining the month 12 counts, the Telephone Company will include any Upgrade Adjustment or Sale Adjustment as set forth in Sections 25.3.7(H) and 25.3.10 following, respectively.

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

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25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)

25.3.7 Annual True-Up (Cont'd)

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

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

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

(4) The CBB Discount is calculated as follows.

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

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

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

(1) subtract (i) the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period; and

(2) divide the result from (a)(1) preceding by the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

(4) (Cont'd)

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

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

(1) subtract (i) the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CMs in month twelve (12) of the Annual True-Up Period; and

(2) divide the result from (b)(1) preceding by the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period.

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

(4) (Cont'd)

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

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

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

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

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

(Step 5) Calculate the CBB Discount

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

(a) the Average Monthly Rate per Equivalent DS1 CT or Equivalent DS1 CM, as applicable, as determined in Step 3 preceding; multiplied by

(b) the Actual Increase determined in Step 4 preceding; multiplied by

(c) the applicable CBB Discount Percentage determined in Step 1; multiplied by

(d) 12 months.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

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

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

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

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

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

(1) Permitted Changes

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

(2) Prohibited Changes

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

(3) Certain Other Changes to the Commitment Matrix

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

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

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25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades

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

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

(2) During the Term of the NDP, an NDP Customer may Upgrade a Qualifying Service to a service that is (a) a Qualifying Service of a higher capacity/bandwidth (e.g., an Upgrade of a Special Access DS3 Service to an IEF Service); or (b) a non-Qualifying Service of a higher bandwidth/capacity (e.g., an Upgrade of a Special Access DS3 Service to a Telephone Company provided optical service of a greater bandwidth). An Upgrade under (a) above shall result in no change to the NDP Customer's NDP.

(3) Except as otherwise specified in Sections 2.9.5 and 2.9.6 preceding for a Technology Migration, an Upgrade must meet all of the following conditions:

(a) Both the Qualifying Service being Upgraded (the existing service) and the replacing Qualifying Service or non-Qualifying Service, as applicable, (the new service), must be provided solely by the Telephone Company;

(b) at least one of the terminating locations of the new service must be the same location as one of the terminating locations of the existing service; and

(c) the total bandwidth or capacity of the new service must be equal to or greater than the total bandwidth or capacity of the existing service; and

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(d) the NDP Customer must submit order(s) for the disconnect of the existing service and the installation of the new service, such that the installation date of the new service is within ninety (90) days of the disconnection of the existing service. The orders must be related by related purchase order number (RPON); and

(e) The commitment period for the new service must be at least five (5) years, except where a commitment period of at five (5) years or longer is not available, in which case the longest available commitment period must be selected; and

(f) At each next Annual True-Up following the Upgrade, the new service must be installed and still in-service to be eligible for an Upgrade Adjustment as set forth in (H)(3) following.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

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

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

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

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

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

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

(a) (Cont'd)

(2) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Upgrade occurred through the end of the Annual True-Up Period. For example, if the Upgrade occurred in June, and the Annual True-Up Period ended in November, then the number of whole months remaining in the Annual True-Up Period was five (5) months; and

(3) Determine the Upgrade Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (1) above; by (b) the result of (2) above. The Telephone Company shall use such Upgrade Adjustments in the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs, as set forth in Section 25.3.7(B)(1) preceding.

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

(1) multiply the number of DS3 level Qualifying Services that were Upgraded by the corresponding DS1 CT Multiplier. [2 Special Access DS3 Services x 28 =56 Equivalent DS1 CTs]

(2) five (5) months remain in the Annual True-Up Period. [the Upgrade occurred in the 7th month of the Annual True-Up Period which is period of twelve(12) months]

(3) the Upgrade Adjustment used in the calculation set forth in Step 2(i) of Section 25.3.7(B)(1) preceding would be 280 Equivalent DS1s. [56 Equivalent DS1 CTs upgraded in (i) above multiplied by 5 months as determined in (2) above]. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CTs as set forth in Section 25.3.7(B)(1) preceding.

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

25. Discount Plans (Cont'd)

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

25.3.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(4) (Cont'd)

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

25.3.8 Minimum Period

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

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

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

25. Discount Plans (Cont'd)

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

25.3.9 Changes to Basic Service and/or Base Rates

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

25.3.10 Sale of a Telephone Company Operating Territory

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

(1) The Telephone Company will determine and record the actual number of Equivalent DS1 CTs and the actual number of Equivalent DS1 CMs affected by the Telephone Company Sale; and

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

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

25. Discount Plans (Cont'd)

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

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

(A) (Cont'd)

(2) (Cont'd)

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

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

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

(ii) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Telephone Company Sale occurred through the end of the Annual True-Up Period. For example, if the Telephone Company Sale occurred in April, and the Annual True-Up Period ended in August, then the number of whole months remaining in the Annual True-Up Period was four (4) months; and

(iii) Determine the Sale Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (i) above; by (b) the result of (ii) above. The Telephone Company shall use such Sale Adjustment(s) in the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.3.7(B)(1) preceding.

(b) The Sale Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Sale Adjustment of Equivalent DS1 CTs is calculated in (a) above, except that such calculations shall use Equivalent DS1 CMs and DS1 CM Multipliers instead of Equivalent DS1 CTs and DS1 CT Multipliers.

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

25. Discount Plans (Cont'd)

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

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

(A) One of the following two (2) options must be chosen by the NDP Customer when adding one or more ACNA(s) to its NDP:

(1) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are not already included in a different NDP, then, at its option, the NDP Customer may include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B)(1) following; or

(2) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.3.1(C) and (D) preceding), and such ACNA(s) is/are already included in another NDP, then the NDP Customer must include such ACNA(s) in its NDP in accordance with the terms of Section 25.3.11(B)(2) following.

The terms of Section 25.3.1(C) preceding apply in addition to any requirements set forth herein.

(B) No later than thirty (30) calendar days prior to each Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of any ACNAs that the NDP Customer added (as defined in (A) above) during the Annual True-Up Period. Whether or not the acquired ACNA(s) is/are already included in an NDP shall determine whether (i) the NDP Customer's NDP is augmented to include such acquired ACNA(s); (ii) the NDP Customer's NDP is combined with the NDP associated with the acquired ACNA(s); or (iii) a new NDP is established that includes the NDP Customer's existing ACNA(s) and the added ACNAs.

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

25. Discount Plans (Cont'd)

(T)

25.3 National Discount Plan# (Cont'd)

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

(B) (Cont'd)

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

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

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

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

(1) Adjust Commitment Levels

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

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

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

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

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

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

(i) the number of DS3 level Qualifying Services for the acquired ACNA(s); by

(ii) the corresponding DS3 CT Multiplier [9 Special Access DS3 Services x 28 =252 Equivalent DS1 CTs].

(iii) Then, multiply the number of DS1 level Qualifying Services for the acquired ACNA(s); by

(iv) the corresponding DS1 CT Multiplier [2000 Special Access DS1 Services x 1 = 2000 Equivalent DS1 CTs].

(v) add the result of (ii) and (iv) above [252 for DS3 Level + 2000 for DS1 Level = 2252 Equivalent DS1 CTs].

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

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

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

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

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

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 3) (Cont'd)

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

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

(2) Combine NDPs

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

(1) Surviving NDP Option

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

(2) New NDP Option

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

(b) Surviving NDP Option

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

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

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

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

(i) Adjust Commitment Levels

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

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(i) Adjust Commitment Levels (Cont'd)

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

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

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

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

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(ii) The Plan Year for the Surviving NDP is the next scheduled Plan Year for that NDP prior to combining plans. For example, if the Surviving NDP was in Plan Year 2 prior to the NDPs being combined, the Surviving NDP will be in Plan Year 3 after the NDPs are combined.

(c) Assign Discount Tiers for the Next Plan Year

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

(c) New NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B) into a new NDP (Plan C) that includes the ACNAs of Plan A and Plan B.

(1) At the first Annual True-Up for either Plan A or Plan B following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct a Final True-Up on Plan A, and a separate Final True-Up on Plan B using the number of months available at the time the Final True-Up is conducted. Upon completion of the Final True-Up for each plan, Plan A and Plan B shall both be cancelled without the application of termination liability under Section 25.3.13 following.

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

25. Discount Plans (Cont'd)

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

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

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(c) New NDP Option (Cont'd)

(2) The new NDP shall be established using the quantities of Qualifying Services for the ACNAs of Plan A and Plan B as determined in the Final True-Up for each plan, and shall be established and maintained in accordance with the requirements of this Section 25.3.

25.3.12 Removal of an ACNA(s) as a Result of a Customer Sale

(A) A Customer Sale is the consummation of a sale, divestiture, spin-off, or other transaction which results in the NDP Customer no longer having any (i.e., 0%) control (including any stock or assets) in a Person that is (at the time of the Customer Sale) included within the NDP Customer's NDP. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

(1) When an NDP Customer is subject to a Customer Sale, and seeks to remove one or more ACNA(s) from its NDP, the terms of Section (A)(2) following shall apply, and the Telephone Company shall automatically at the next Annual True-Up modify the existing NDP by removing the affected ACNAs and the Qualifying Services associated with the affected ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date, the NDP Customer must provide a written notice with supporting documentation that describes the Customer Sale, and the ACNAs impacted by such Customer Sale.

If the NDP Customer sells, divests, spins off, or otherwise reduces its control (including any stock or assets) in a Person that is (at the time of the applicable sale transaction) included within the NDP Customer's NDP, but the NDP Customer still retains some control (i.e., greater than 0%) in the affected Person(s), then all of the ACNA(s) of such Person(s) shall continue to be included in the NDP Customer's NDP, in accordance with the terms of Section 25.3.1(C) or (D) preceding. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

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

25. Discount Plans (Cont'd)

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

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

(A) (Cont'd)

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

(a) At the next Annual True-Up following the effective date of removal of the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.3.7(A) preceding as if the ACNA(s) has not been removed.

(b) Once the Annual True-Up under (2)(a) preceding is complete, the Telephone Company will modify the NDP as follows:

(i) Reduce Commitment Levels

The CT Commitment Level and CM Commitment Level will be reduced by (i) eighty-five percent (85%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Standard Commitment Matrix; (ii) ninety percent (90%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Premier Commitment Matrix; or (iii) ninety-two percent (92%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Deluxe Commitment Matrix as follows:

(Step 1) Using the table in Section 25.3.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the Customer Sale as calculated in accordance with Section 25.3.4(A) preceding.

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

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

25. Discount Plans (Cont'd)

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

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

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

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

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

(Step 3) The Telephone Company will subtract the CT Commitment Level for the removed ACNA(s) determined in Step 2 above from the CT Commitment Level for the remaining portion of the NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Initial Term or Renewal term, as applicable, unless otherwise adjusted in this Section 25.3.

The Telephone Company will subtract the CM Commitment Level for the removed ACNA(s) determined in Step 2 above from the CM Commitment Level of the Initial Term or Renewal term, as applicable, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.3.

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

25. Discount Plans (Cont'd)

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

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

(A) (Cont'd)

(2) (Cont'd)

(c) Assign Discount Tiers for the Next Plan Year

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

(d) Termination Liability under Section 25.3.13 following will not apply for removal of the Qualifying Services from the NDP that are affected by the removal of an ACNA.

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

25. Discount Plans (Cont'd)

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

25.3.13 Termination Liability

(A) If the NDP is terminated prior to the end of the Initial Term or during the Renewal Term (subject to certain conditions as described in Section 25.3.14 following), termination liability applies to all Qualifying Services.

(B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.3.8 preceding.

(C) The applicable termination liability during the Initial Term or Renewal Term, as applicable, as set forth below shall be based on the Plan Year in which the NDP Customer terminates the NDP.

Plan Year	Termination Liability
1	100% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 1 and 50% of the monthly charges for the remaining 4 years.
2	50% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 2 and 50% of the monthly charges for the remaining 3 years.
3	25% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 3 and 25% of the monthly charges for the remaining 2 years.
4	15% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 4 and 15% of the monthly charges for the remaining year. If the NDP Customer has selected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 4 does not apply after month 42 of the Renewal Term.
5	10% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 5. If the NDP Customer has elected the Renewal Benefit Option as described in Section 25.3.14(C) following, termination liability during Plan Year 5 does not apply during the Renewal Term.

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

25. Discount Plans (Cont'd)

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

25.3.14 Renewal and Termination of NDP

(A) Description

No later than sixty (60) calendar days prior to expiration of the Initial Term or Renewal Term, as applicable, of the NDP, the NDP Customer must provide the Telephone Company with written notice of its election of one of the following options.

(D)
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(D)

(1) subscribe the Qualifying Services of the expiring NDP to any then effective discount plan, term plan or Contract Tariff Option for which the NDP Customer is eligible; or (T)

(2) continue with service on a month-to-month basis without any discount or term plan; or (T)

(3) discontinue service for all Qualifying Services without the application of termination liability as set forth in Section 25.3.13 preceding. (T)

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

ACCESS SERVICE

25. Discount Plans (Cont'd)

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

25.3.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal

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

(D)

(D)

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

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25. Discount Plans (Cont'd)

(D)

(D)

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

25. Discount Plans (Cont'd)

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

25.3.14 Renewal and Termination of NDP (Cont'd)

(D)
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(D)

(C) Renewal Benefit Option

(1) Effective May 30, 2019, customers may no longer renew NDP. This Section 25.3.14(C) applies only to Renewal Benefit Options selected prior to May 30, 2019. (C) | (C)

(2) When the Renewal Benefit Option is selected, termination liability under Section 25.3.13 preceding is only applicable for the first forty-two (42) months of the Renewal Term. Termination Liability is not applicable in month forty-three (43) through month sixty (60) of the Renewal Term (Renewal Benefit Period).

For example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to terminate its NDP at any time after May 1, 2016 (i.e., during the Renewal Benefit Period which is after month forty-two (42) of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding is not applicable.

For a second example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to cancel its NDP at any time prior to May 1, 2016 (i.e., during the first forty-two (42) months of the Renewal Term), termination liability as set forth in Section 25.3.13 preceding applies.

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

25. Discount Plans (Cont'd)

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

25.3.14 Renewal and Termination of NDP (Cont'd)

(D) Cancellation or Termination During the Renewal Term

(1) When the NDP is cancelled or terminated during the Renewal Term, a Final True-Up will be conducted in order to determine any applicable Shortfall Penalty or Discount Tier Adjustments. The Shortfall Penalty and Discount Tier Adjustments will be calculated as specified in Section 25.3.7(C) and (D) preceding, respectively, on a pro-rated basis, for the number of months elapsed since the last Annual True-Up.

(2) If the NDP is cancelled or terminated during the Renewal Benefit Period as defined in Section 25.3.14(C)(2) preceding (i.e., during the period that begins with month 43 and ends with month 60 of the Renewal Term), the NDP Customer will be treated as if it had completed the full Renewal Term of five (5) years. At the NDP Customer's option, and at any time between month 43 and month 60 of the Renewal Term, the NDP Customer may once again renew its NDP. The NDP Customer may elect the Renewal Benefit Option for any subsequent Renewal Term.

(3) Except as otherwise specified in this Section 25.3.14, all terms and conditions of the NDP as set forth in this Section 25.3 shall apply.

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