

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.8 Infospeed DSL Service (Cont'd)

(F) Rate Regulations

1. A recurring monthly rate is charged for each service.
2. A nonrecurring rate applies for the installation of each service. The same rate applies for a change in service configuration (i.e., a change in data speeds).
3. If a customer cancels Infospeed DSL Service to a designated premises within thirty (30) days of installation, the customer will not be charged the foregoing recurring and nonrecurring charges.
4. Volume and Term Discount Plan (VTDP)

(a) Description

The Infospeed DSL Volume and Term Discount Plan (VTDP) provides Infospeed customers discounted rates based on commitments of minimum volumes over a specific term. The VTDP encompasses all of a customer's Infospeed Services (640k, 1.6M and 7.1M) (T)
 except for those services that are included in a (C)
 separate 5N-VDTP as described in 16.9 following, in (C)
 The Verizon Telephone Companies Tariff F.C.C. No. (C)(x)
 20, Section 5.3 or in Verizon Advanced Data Inc. (C)(x)
 Tariff F.C.C. No. 1. (C)(x)

A customer who purchases Infospeed DSL under the VTDP assumes the following obligations: The customer will submit orders to the Company electronically in a format and manner designated by the Company; the customer will provision all customer premises equipment and wiring to its end users; the customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and the customer will not direct its end users to contact the Company regarding any aspect of the service.

The telecommunications services offered under the VTDP are provided at wholesale to carriers and non-carriers. The telecommunications services offered under the VTDP are not services that the Company provides at retail and, accordingly, are not subject to the rate provisions of Sections 251(c)(4) and 252(d)(3) of the Communications Act, 47 U.S.C. §§ 251(c)(4), 252(d)(3).

VTDP is available for terms of 3 and 5 years.

(x) Issued under authority of Special Permission No. 03-xxx of the Federal Communications Commission.

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (N)

(A) Description

Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (5N-VTDP) provides New Jersey Customers discounted rates for Verizon Infospeed DSL Solutions (described in Section 16.8 preceding) based on commitments of a specific term with minimum volumes. Verizon Infospeed DSL Solutions is subject to the terms and conditions set forth in Section 16.8 preceding.

A Customer who purchases Verizon Infospeed DSL Solutions under the 5N-VTDP assumes the following obligations:

- Customer will submit orders to Company electronically in a format and manner designated by Company;
- Customer will provision all Customer premises equipment to its end users;
- Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- Customer will not direct its end users to contact Company regarding any aspect of the service.
- Customer agrees to be billed via Company's standard billing system for Infospeed DSL.

The 5N-VTDP has three optional volume Commitment Levels, A, B and C. Each Commitment Level has minimum service arrangement volumes assigned for each year of the plan. The Commitment Level includes all of Customer's billed Verizon Infospeed DSL Solutions arrangements, except any services not converted from a 5-Year VTDP offered in Section 16.8, from a 5-Year VTDP offered in The Verizon Telephone Companies Tariff F.C.C. No. 20, Communications Service, or from a 5-Year VTDP offering in Verizon Advanced Data Inc. Tariff F.C.C. No. 1. 5N-VTDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for 5N-VTDP. The Commitment Levels are specified in (G) following.

(N)(x)
 (N)(x)
 (N)(x)
 (N)

(x) Issued under authority of Special Permission No. 03-xxx of the Federal Communications Commission.

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(A) Description (Continued)

Customer with an existing 1-Year Term Plan may migrate all existing service arrangements to a 5N-VTDP without termination liability.

Customers with an existing 5-Year Volume and Term Discount Plan have the following options:

Option 1: Customer may convert all existing service arrangements to a 5N-VTDP. The service anniversary date of the 5-Year VTDP being converted will continue to apply. Customer will remain liable for any accrued Shortfall Liability under a 5-Year VTDP. The number of Infospeed DSL Solutions arrangements billed under the 5-Year VTDP being converted will apply to satisfy the minimum arrangement volumes of the 5N-VTDP.

Option 2: Customer may subscribe to a 5N-VTDP plan in addition to its existing 5-Year VTDP. The service anniversary date of the existing 5-Year VTDP will remain in effect, and a new service anniversary date will be established for the 5N-VTDP. Infospeed DSL Solutions arrangements billed under the 5-Year VTDP will not apply to satisfy the minimum arrangement volumes of the 5N-VTDP. Similarly, the number of Infospeed DSL Solutions arrangements billed under the 5N-VTDP will not apply to satisfy the minimum arrangement volumes of the 5-Year VTDP. (N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(A) Description (Continued)

At the expiration of a 5N-VTDP, Customer may commit to a new 5N-VTDP, convert to month-to-month or One-Year Term Plan rates as specified in Section 16.8 preceding, or continue with rates, charges, terms and conditions in effect at the end of the expiring 5N-VTDP on a year-to-year basis. A commitment to a new 5N-VTDP, conversion to month-to-month or One-Year Term Plan rates, or a request to discontinue service will require that Customer submit a service change order.

The 5N-VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability").

(N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(B) Annual Review

The Commitment Level is reviewed at the end of each Contract Year on the service anniversary date. A count is taken of all billed Verizon Infospeed DSL Solutions arrangements as of the last day of the Contract Year. Customers who do not meet the minimum quantity of billed arrangements for their Commitment Level on such date will be so notified.

Contract Year One will begin on the service anniversary date, which is the Subscription Date indicated on the Application For Service agreement signed by the Company and the Customer. Each Contract Year runs 12 months from its service anniversary date.

If, at the annual review, the total quantity of billed Verizon Infospeed DSL Solutions arrangements that Customer has on the last day of the Contract Year does not meet the respective minimum Annual Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Commitment Levels B and C with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a 5N-VTDP Customer in Commitment Level C with 125,000 arrangements billed at the end of year three would be placed in Commitment Level B for year four).

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the 5N-VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified following.

(N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(C) Shortfall Liability

Shortfall liability applies to any 5N-VTDP Customer that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of billed Verizon Infospeed DSL Solutions arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements billed at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a 5N-VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement billed at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Verizon Infospeed DSL arrangements billed at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the 5N-VTDP and will be subject to termination liability as specified in (E) following. All of Customer's Verizon Infospeed DSL Solutions arrangements will revert to the basic month-to-month rates specified in Section 16.8 preceding.

Customer may not subscribe to any term plan for 12 months after being moved to month-to-month rates. (N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(D) Termination Without Liability

Customer may terminate a 5N-VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing 5N-VTDP, exclusive of any increase due to local, state or federal fees, taxes or surcharges. Subsequent to a rate increase, Customer must either elect to terminate the plan without liability or continue the 5N-VTDP at the new rate. Customer's continuation in the 5N-VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the plan at the new rate.

(E) Termination Liability

If Customer elects to discontinue its 5N-VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate set forth in Section 16.8 preceding for each Verizon Infospeed DSL Solutions arrangement billed at the end of each month Customer subscribed to the 5N-VTDP less all payments made and owed, including any shortfall liability payments made and owed.

(F) Rate Regulations

A recurring monthly rate is charged for each service.

A nonrecurring rate applies for the installation of each service. The same rate applies for a change in service configuration (i.e., a change in data speeds).

Customers ordering Commitment Level C of the 5N-VTDP who cancel Infospeed DSL Service to a designated premises within thirty (30) days of installation will not be charged the foregoing recurring monthly rate or nonrecurring charges.

Term Plan Conversion Charge - A nonrecurring charge applies for each Infospeed DSL Solutions arrangement converted from an existing One Year Term Plan or 5-Year VTDP to a 5N-VTDP. (N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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

ACCESS SERVICE

16. Packet Data Services (Cont'd)

16.9 Verizon Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (Continued) (N)

(G) Rates and Charges - New Jersey

1. Monthly Rates

						Verizon Infospeed 768K/128K	Verizon Infospeed 1.5M/128K	Verizon Infospeed 1.5M/384K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	100	200	400	600	1,000	\$28.95	\$28.95	\$42.95
B	2,500	10,000	15,000	20,000	25,000	27.95	27.95	40.95
C	50,000	100,000	150,000	200,000	250,000	26.95	26.95	36.95

						Verizon Infospeed 7.1M/768K	Verizon Infospeed 384K/384K	Verizon Infospeed 768K/768K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	100	200	400	600	1,000	\$92.95	\$40.00	\$56.00
B	2,500	10,000	15,000	20,000	25,000	87.95	38.00	54.00
C	50,000	100,000	150,000	200,000	250,000	81.95	34.00	50.00

Note: CL = Annual Commitment Level (billed lines in service)
CY = Contract Year
Mo. Rate = Monthly Rate

2. Nonrecurring Charges

Installation	\$99.00
Term Plan Conversion Charge	20.00

(N)

(Issued under Transmittal No. xxx)

Issued: Illustrative

Effective:

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