

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.22 Contract Tariff Option 21

(N)

32.22.1 Scope

Contract Tariff Option 21 (**Option 21**) is an offering exclusively for customers subscribing to IntelliLight Entrance Facility (**IEF**) Special Access Services as set forth in Section 26.1.4 preceding and Section 7.2.15 of the Telephone Company's Tariff F.C.C. No. 1 (**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. 1, as set forth in Section 32.22.4 following.

(x)

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(x)

32.22.2 Eligibility

To be eligible for Option 21, a customer must meet all of the following criteria:

- (A) During the Subscription Period (as defined in Section 32.22.2(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 21. For purposes of meeting the Minimum Commitment set forth in this Section 32.22.2(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 21 in order to include that service in this option; or

- (2) IEF Services that were installed under Contract Tariff Option 17 (**Option 17**) preceding or under Contract Tariff Option 16 (**Option 16**) in the Telephone Company's Tariff F.C.C. No. 1 (collectively, **Prior Contract Tariffs**), and converted to this Option 21 pursuant to the terms and conditions set forth in this Option 21 and the Prior Contract Tariffs. For purposes of this Section 32.22.2, "conversion" shall mean migration of IEF Services purchased under Prior Contract Tariffs to this Option 21 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 21, 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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32. Contract Tariffs (Cont'd)32.22 Contract Tariff Option 21 (Cont'd)32.22.2 Eligibility (Cont'd)

- (B) Customers must subscribe to this Option 21 within the sixty (60) day period beginning **January x, 2005 and ending March x, 2005** (**Subscription Period**). Unless the customer is converting IEF Services from the Prior Contract Tariffs to this Option 21 as set forth in Section 32.22.2(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 21 as set forth in Section 32.22.2(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 preceding and in Section 25 of the Telephone Company's Tariff F.C.C. No. 1 (**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 21 of the Telephone Company's Tariff F.C.C. No. 1, 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. 1 for IEF Services ordered pursuant to this Option 21. (x)
(x)
(x)
(x)
(x)
(x)

32.22.3 Service Period and Termination Liability

(A) Service Period and Term

Subject to (1) any time-in-service credit as set forth in Section 32.22.3(B) following, (2) any ability to terminate the IEF Services as set forth in Section 26.1.4 preceding or in Section 32.22.3(D) following, or (3) any termination pursuant to Section 32.22.6(E) following, the Service Period of each IEF Service under this Option 21 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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32. Contract Tariffs (Cont'd)32.22 Contract Tariff Option 21 (Cont'd)32.22.3 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 21 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 32.22.3(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.

32.22.4 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. 1. Wire centers for the Phase II MSAs are listed in Section 15.3 preceding of this tariff and Section 14.7 of the Telephone Company's Tariff F.C.C. No. 1. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in Section 15.3 preceding) that occur during the Service Period of this Option 21 will apply.

(x)

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32.22.5 Terms and Conditions

- (A) Except as set forth under this Option 21, the terms and conditions of Section 26.1.4 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 21 during the Term of Option 21. 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 21 and in Section 26.1.4 preceding, as applicable. Upon expiration of the Term of Option 21, all IEF Services then currently in-service shall continue to remain subject to the terms and conditions of this Option 21 until the end of the applicable Service Period for each such IEF Service.

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