

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 1

Master Services Agreement (MSA) between
Qwest Communications and Verizon
Communications (Aug. 11, 2006)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 2

MSA Attachment 11 - Special Access
Overlay Ethernet Adjustment Agreement
(May 6, 2009)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 3

2009 Service Agreement between Verizon
Services Corp. and Qwest Communications
(May 6, 2009)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 4

MSA Attachment 13 - Tiered Pricing
Product Schedule between Qwest
Communications and Verizon Services Corp.
(Feb. 14, 2014)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 5

2014 Service Agreement between Verizon Services Corp. and Qwest Communications (Feb. 14, 2014)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 6

Amended and Restated Attachment 2 to the Verizon
Partner Solutions MSA (“Attachment 2”) between
Verizon Services Corp. et al. and Qwest
Communications (May 6, 2009)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 7

Amendment Number 1 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Nov. 11, 2010)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 8

Amendment Number 2 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Feb. 24, 2011)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 9

Amendment Number 3 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Sep. 7, 2012)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 10

Amendment Number 4 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Oct. 2, 2012)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 11

Amendment Number 6 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Feb. 14, 2014)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 12

Amendment Number 9 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (Feb. 19, 2015)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 13

Amendment Number 12 to Attachment 2 to the
MSA between Verizon Services Corp. et al. and
Qwest Communications (May 6, 2016)

**CONFIDENTIAL
MATERIAL OMITTED**

EXHIBIT 14

Verizon Tariff F.C.C. No. 1, Section 21.58,
Contract Tariff Option 57 (May 30, 2009)

ACCESS SERVICE

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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)

(N)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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 Tariff FCC No. 16 (**FCC 16**); and (ii) multiplying the result by twelve (12).

(x)
(x)

(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 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 calculation of DS1 Units results in a fraction of a DS1 Unit, such fractions are not counted as a DS1 Unit.

(x)
|
(x)

(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, FCC 14, and FCC 16; and (ii) multiplying the result by twelve (12).

(x)
(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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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, 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 applicable Existing Plan remains generally available under this tariff, FCC 11, FCC 14 and/or FCC 16, as applicable; and
- (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.

(x)

(x)

(x)

- (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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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 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)

(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 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, 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 FCC 11, in each case as the same may be amended from time to 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.

(x)

(x)

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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 Services 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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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	EQUOD3	EQUOD5	EQUOD7
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						

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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	TNWZ3	TUTPX
TYF8S	TYF8X	TYFLS	TYFLX	TYFMX	TYFMS	TYFNX
TYFOX	TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX
TYFVS	TYFVX	TYFWS	TYFWX			

(N)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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 (30th) 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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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

<u>Qualifying Service</u>	<u>Plan Year 1 Flat Rate</u>	<u>Plan Year 2 Flat Rate</u>	<u>Plan Year 3 Flat Rate</u>	<u>Plan Year 4 Flat Rate</u>	<u>Plan Year 5 Flat Rate</u>
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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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)

(N)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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 $[(\$1,000,000 \times 3) - (\$10,000 \times 3)]$.
- 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 $(\$150,000 \times 35.46\%)$.
- 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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)

(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:

(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.

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 ($\$243.93 \times 90.87\%$); 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 [$\$25,000,000 - (100,000 \times \$221.66)$].

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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, 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
- (iii) 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 ($\$2,723.59 \times 58.29\%$); 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 of FCC 14 equals (\$762,740) [$\$4,000,000 - (3,000 \times \$1,587.58)$].

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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 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 FCC 14 equals \$264,615 [\$4,350,000 - (1,500 x \$2,723.59)].

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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)

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)(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)
(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)

(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).

(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.
- (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.

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

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 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. If the Telephone Company exercises this 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:

(x)
(x)
(x)
(x)

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.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)

(N)

(L) Termination (Cont'd)

(2) Mutual Termination Option

Notwithstanding 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 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.

(x)

(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

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)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.58 Contract Tariff Option 57 (Cont'd)

(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:

(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

(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

(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.

(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.

(N)

(x)
(x)(x)
(x)(x)
|
(x)(x)
|
(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(Issued under Transmittal No. 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

EXHIBIT 15

Verizon Tariff F.C.C. No. 11, Section 32.56,
Contract Tariff Option 55 (May 30, 2009)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55

(N)

(A) Scope

Contract Tariff Option 55 (**Option 55**) 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 55.

(B) Specific Terms

Unless otherwise defined in this Section 32.56, the following terms are used in this Option 55:

- (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 55.
- (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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)(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 55. Calculation of the applicable Billing Credits is described in (H) following.

(N)

(N)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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. 1 (**FCC 1**), Tariff FCC No. 14 (**FCC 14**), and Tariff FCC No. 16 (**FCC 16**); and (ii) multiplying the result by twelve (12).

(x)
(x)

(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 7.1.2(A) of FCC 1, (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 calculation of DS1 Units results in a fraction of a DS1 Unit, such fractions are not counted as a DS1 Unit.

(x)
|
(x)

(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 1, FCC 14, and FCC 16; and (ii) multiplying the result by twelve (12).

(x)
(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.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 1, 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.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55.

(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 1, 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 applicable Existing Plan remains generally available under this tariff, FCC 1, FCC 14 and/or FCC 16, as applicable; and

(x)

(x)

(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 55, and such subscription shall be considered a termination by the customer of its subscription to this Option 55, 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.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)

(N)

(C) Eligibility (Cont'd)

- (3) The customer must subscribe to this Option 55 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 55. Subscription to this Option 55 shall be an automatic subscription to Option 57 of FCC 1 and Option 29 of FCC 14.

(x)

(D) Service Period

The Service Period of this Option 55 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 55, Option 57 of FCC 1, and Option 29 of FCC 14, the Billing Credits 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)

(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 1, 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, 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 7.2.16 preceding of this tariff and Section 7.2.13 of FCC 1, in each case as the same may be amended from time to 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.

(x)

(x)

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55, 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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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	EQU3	EQU5	EQU7
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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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	TNWZ3	TUTPX
TYF8S	TYF8X	TYFLS	TYFLX	TYFMX	TYFMS	TYFNX
TYFOX	TYFPX	TYFQX	TYFRX	TYFSX	TYFTX	TYFUX
TYFVS	TYFVX	TYFWS	TYFWX			

(N)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 this Option 55. Switched Access Services as set forth in Section 6 preceding are not Qualifying Services in this Option 55.
- (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 55, **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 55, **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 (30th) 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 55, **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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55), 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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 1, and FCC 14. Wire centers for the Phase II MSAs are listed in Section 15.3 preceding of this tariff, Section 14.7 of FCC 1, 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 15.3 preceding of this tariff, Section 14.7 of FCC 1, 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)

(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 5.2.7 preceding is allowed under this Option 55; however, only the Special Access portion of the Qualifying Service is included in the calculation of the Billing Credits.

(N)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)

(N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits

(1) (Cont'd)

Table 1

<u>Qualifying Service</u>	<u>Plan Year 1 Flat Rate</u>	<u>Plan Year 2 Flat Rate</u>	<u>Plan Year 3 Flat Rate</u>	<u>Plan Year 4 Flat Rate</u>	<u>Plan Year 5 Flat Rate</u>
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 55 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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 $[(\$1,000,000 \times 3) - (\$10,000 \times 3)]$.
- 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 $(\$150,000 \times 35.46\%)$.
- 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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55, Option 57 of FCC 1, 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 1, 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 ($\$243.93 \times 90.87\%$); 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 55, Option 57 of FCC 1, and Option 29 of FCC 14 equals \$2,834,000 [$\$25,000,000 - (100,000 \times \$221.66)$].

(x)
(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 1, FCC 14, and FCC 16, as applicable, 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.

(x)

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
- (iii) 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 55, Option 57 of FCC 1, and Option 29 of FCC 14 equals (\$762,740) [\$4,000,000 - (3,000 x \$1,587.58)].

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 1, FCC 14, and FCC 16, as applicable, and the 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.

(x)

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 55, Option 57 of FCC 1, and Option 29 of FCC 14 equals \$264,615 [\$4,350,000 - (1,500 x \$2,723.59)].

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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)

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 1, or Section 2.4.1 of FCC 14.

(x)
(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55, Option 57 of FCC 1, 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 55, Option 57 of FCC 1, 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 55, Option 57 of FCC 1, and Option 29 of FCC 14.
- (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.

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55 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 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55. Termination of the customer's subscription to this Option 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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 55, Option 57 of FCC 1, and Option 29 of FCC 14. If the Telephone Company exercises this 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:

(x)
(x)
(x)
(x)

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.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)

(L) Termination (Cont'd)

(2) Mutual Termination Option

Notwithstanding 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 55 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 55. Upon the providing of such notice, the Parties shall terminate this Option 55. 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 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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 55, Option 57 of FCC 1, and Option 29 of FCC 14.

(N)

(x)

(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)

(N)

(L) Termination (Cont'd)

(3) Termination by the Customer

The customer may terminate its subscription to this Option 55 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 55 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 55, Option 57 of FCC 1, 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 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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 55, Option 57 of FCC 1, and Option 29 of FCC 14.

(N) (x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (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 55 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 55 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 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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 55 if the customer fails to comply with any of the terms and conditions of this Option 55, Option 57 of FCC 1, and/or Option 29 of FCC 14. Termination of the customer's subscription to this Option 55 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 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 55, Option 57 of FCC 1, and Option 29 of FCC 14. Termination liability as calculated in (L) (3) preceding applies to such termination.

(x)
(x)(x)
(x)(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.56 Contract Tariff Option 55 (Cont'd)

(M) Suspension of True-Ups During Service Period

During the Service Period of this Option 55, 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 55, Option 57 of FCC 1, and Option 29 of FCC 14:

(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 1, and any resulting penalties as set forth in Section 25.1.7 preceding of this tariff and Section 25.1.7 of FCC 1; and

(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

(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.

(N) Expiration of the Service Period

Upon expiration of the customer's subscription to this Option 55, Option 57 of FCC 1, 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.

(N)

(x)
(x)(x)
|
(x)(x)
(x)(x)
|
(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(TR 1016)

Issued: May 15, 2009

Effective: May 30, 2009

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

EXHIBIT 16

Verizon Tariff F.C.C. No. 14, Section 21.30,
Contract Tariff Option 29 (May 30, 2009)

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29

(A) Scope

Contract Tariff Option 29 (**Option 29**) 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 29.

(B) Specific Terms

Unless otherwise defined in this Section 21.30, the following terms are used in this Option 29:

- (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 29.
- (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					

(This page filed under Transmittal No. 1016.)

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

(N)

(N)

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29. Calculation of the applicable Billing Credits is described in (H) following.

(N)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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. 1 (**FCC 1**), Tariff FCC No. 11 (**FCC 11**), and Tariff FCC No. 16 (**FCC 16**); and (ii) multiplying the result by twelve (12).

(x)
(x)

- (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 Special Access Line (SAL) as defined in Section 5.1.1(C) preceding of this tariff, (ii) a DS1 Channel Termination as defined in Section 7.1.2(A) of FCC 1, (iii) a DS1 Channel Termination as defined in Section 7.1.2(A) of FCC 11, or (iv) a DS1 Circuit Termination as defined in Section 7.2(A) of FCC 16. 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)

- (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 1, FCC 11, 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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 1, FCC 11, and FCC 16; and (ii) multiplying the result by twelve (12).

(x)

(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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29.

(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 of FCC1 and Section 25.1 of FCC 11, the DS1 Term Volume Plan as set forth in Section 5.6.14 preceding of this tariff, and the DS1 Term Payment Plan as set forth in Section 7.2.1(G) of FCC 16 (collectively, **Existing Plans**), provided each applicable Existing Plan remains generally available under this tariff, FCC 1, FCC 11 and/or FCC 16, as applicable; and
- (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.

(x)
(x)
(x)
(x)
(x)

- (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 29, and such subscription shall be considered a termination by the customer of its subscription to this Option 29, 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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(C) Eligibility (Cont'd)

- (3) The customer must subscribe to this Option 29 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 29. Subscription to this Option 29 shall be an automatic subscription to Option 57 of FCC 1 and Option 55 of FCC 11.

(D) Service Period

The Service Period of this Option 29 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 29, Option 57 of FCC 1, and Option 55 of FCC 11, the Billing Credits 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:

(1) Qualifying Services will be comprised of the following:

- (a) Special Access DS1 Services and DS3 Services, each as set forth in Section 5.3.6 preceding of this tariff, Section 7.2.9 of FCC 1, Section 7.2.9 of FCC 11, and Section 7.11.1 of FCC 16, in 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 of FCC 1 and Section 7.2.16 of FCC 11, in each case as the same may be amended from time to 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.

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29, will be counted as contributory towards Billed Qualifying Service Revenue.

(a) DS1 Qualifying Services

Each DS1 Qualifying Services 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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 Services 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	EQUJ3	EQUJ5	EQUJ7
EQUE3	EQUE5	EQUE7	EU4MF	EU4MX	EU4PF	EU4PS
EU4SX	EU4UD1	EU4UD3	EU4UD5	EU4UD7	EU4UE1	EU4UE3
EU4UE5	EU4UE7	EU4UF1	EU4UF3	EU4UF5	EU4UF7	EU4UG1
EU4UG3	EU4UG5	EU4UG7	EU4UH1	EU4UH3	EU4UH5	EU4UH7
EU4UJ1	EU4UJ3	EU4UJ5	EU4UJ7	EU4UK1	EU4UK3	EU4UK5
EU4UK7	EU4UL1	EU4UL3	EU4UL5	EU4UL7	EU4UM1	EU4UM3
EU4UM5	EU4UM7	EU4UN1	EU4UN3	EU4UN5	EU4UN7	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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 Services 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	EQUJ3	EQUJ5	EQUJ7
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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 this Option 29. Switched Access Services as set forth in Section 4 preceding are not Qualifying Services in this Option 29.
- (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 29, **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 29, **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 (30th) 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 29, **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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29), 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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 1, and FCC 11. Wire centers for the Phase II MSAs are listed in Section 19.1 preceding of this tariff, Section 14.7 of FCC 1, 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 19.1 preceding of this tariff, Section 14.7 of FCC 1, and Section 15.3 of FCC 11) 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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 5.6.7 preceding is allowed under this Option 29; however, only the Special Access portion of the Qualifying Service is included in the calculation of the Billing Credits.

(N)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(N)

(H) Quarterly Review, Calculation of Billing Credits, and Payment of Billing Credits

(1) (Cont'd)

Table 1

<u>Qualifying Service</u>	<u>Plan Year 1 Flat Rate</u>	<u>Plan Year 2 Flat Rate</u>	<u>Plan Year 3 Flat Rate</u>	<u>Plan Year 4 Flat Rate</u>	<u>Plan Year 5 Flat Rate</u>
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 29 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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 $[(\$1,000,000 \times 3) - (\$10,000 \times 3)]$.
- 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 $(\$150,000 \times 35.46\%)$
- 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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29, Option 57 of FCC 1, and Option 55 of FCC 11, the customer shall be eligible to receive the following Quarterly Billing Credits:

(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 1, FCC 11, 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)

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 29, Option 57 of FCC 1, and Option 55 of FCC 11, equals \$2,834,000 [\$25,000,000 - (100,000 x \$221.66)].

(x)
(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 1, FCC 11, and FCC 16, as applicable, 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.

(x)

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 29, Option 57 of FCC 1, and Option 55 of FCC 11 equals (\$762,740) [\$4,000,000 - (3,000 x \$1,587.58)].

(x)
(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 1, FCC 11, and FCC 16, as applicable, and the 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.

(x)

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 29, Option 57 of FCC 1, and Option 55 of FCC 11 equals \$264,615 [\$4,350,000 - (1,500 x \$2,723.59)].

(x)
(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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)

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 1, or Section 2.4.1 of FCC 11.

(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29, Option 57 of FCC 1, and Option 55 of FCC 11, 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.

(x)

The One-Time Credit is provided for the customer's collective subscription to this Option 29, Option 57 of FCC 1, and Option 55 of FCC 11 (i.e., the total One-Time Credit is \$750,000 per customer).

(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 29, Option 57 of FCC 1, and Option 55 of FCC 11.

(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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(J) Mergers and Acquisitions of Customer (Cont'd)

- (3) The Telephone Company reserves the right to terminate the customer's subscription to this Option 29 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 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11.

(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).

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29. Termination of the customer's subscription to this Option 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11. The suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 29, Option 57 of FCC 1, and Option 55 of FCC 11. If the Telephone Company exercises this 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:

(x)

(x)

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 $\$400,000 + (\$200,000 \times 2) = \$800,000$.

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.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(N)

(L) Termination (Cont'd)

(2) Mutual Termination Option

Notwithstanding 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 29 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 29. Upon the providing of such notice, the Parties shall terminate this Option 29. 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 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11. The suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 29, Option 57 of FCC 1, and Option 55 of FCC 11.

(x)

(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(N)

(L) Termination (Cont'd)

(3) Termination by the Customer

The customer may terminate its subscription to this Option 29 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 29 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 29, Option 57 of FCC 1, and Option 55 of FCC 11 through the date of termination.

(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 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11. 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 29, Option 57 of FCC 1, and Option 55 of FCC 11.

(N)(x)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (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 29 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 29 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 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11. 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)
- (b) The Telephone Company may terminate the customer's subscription to this Option 29 if the customer fails to comply with any of the terms and conditions of this Option 29, Option 57 of FCC 1, and Option 55 of FCC 11. Termination of the customer's subscription to this Option 29 shall be an automatic termination of the customer's subscription to Option 57 of FCC 1 and Option 55 of FCC 11. The suspensions associated with customer's Existing Plans as set forth in (M) following will be re-activated upon termination of this Option 29, Option 57 of FCC 1, and Option 55 of FCC 11. Termination liability as calculated in (L)(3) preceding applies to such termination. (x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

Issued: May 15, 2009

Effective: May 30, 2009

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.30 Contract Tariff Option 29 (Cont'd)

(N)

(M) Suspension of True-Ups During Service Period

During the Service Period of this Option 29, 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 29, Option 57 of FCC 1, and Option 55 of FCC 11:

(x)

- (i) Suspension of the customer's Commitment Discount Plan Bi-Annual Reviews as set forth in Section 25.1.7 of FCC 1 and Section 25.1.7 of FCC 11, and any resulting penalties as set forth in Section 25.1.7 of FCC 1 and Section 25.1.7 of FCC 11; and

(x)

(x)

(x)

- (ii) Suspension of the customer's DS1 Term Volume Plan Annual Review as set forth in Section 5.6.14(G) preceding of this tariff, and any resulting penalties as set forth in Section 5.6.14(I) preceding of this tariff; and

- (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 29, Option 57 of FCC 1, and Option 55 of FCC 11, 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)

(x)

(N)

(x) Issued under authority of Special Permission No. 09-008 of the Federal Communications Commission.

(This page filed under Transmittal No. 1016.)

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

EXHIBIT 17

Verizon Tariff F.C.C. No. 1, Section 21.66,
Contract Tariff Option 65 (Feb. 27, 2014)

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)

(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)

(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)

(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)

(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**)).
- (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".

(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)

(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.

(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)

(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 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)

(N) (x)

(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)

(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)

(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)

(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)

(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)

(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)

(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)(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)

(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)

(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).

Step 6: DS1 ARPU is \$268.42 (\$20,131,500/75,000).

(N)

(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)

(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)

(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)

(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 ($\$268.42 \times 49.43\% \times 114.67\%$).

Step 2: The Plan Year 3 flat rate for DS1 Units without Miles is \$132.68 ($\$268.42 \times 49.43\%$).

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 ($\$15,000,000 - ((20,000 \times \$132.68) + (55,000 \times \$152.14))$).

(N)

(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)

(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 ($\$3,449.09 \times 53.02\% \times 61.11\%$).

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) ($\$3,000,000 - (3,000 \times \$1,117.52)$).

(N)

(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)

(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 ($\$3,449.09 \times 53.02\%$).

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 ($\$4,350,000 - (1,500 \times \$1,828.71)$).

(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)

(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)

(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 (30th) 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)

(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)

(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)

(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)

(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)

(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)(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.

(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)

(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)

(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)

(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)

(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)

(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)

(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)

(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 and Option 34 of FCC 14.

(x)
(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 the date of termination.

(x)

<u>Month of Termination/ Non-Compliance</u>	<u>Termination Percentage</u>
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 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, Section 5.6.14(G)-(I)). Upon termination of Option 65 for any reason, the true-up process will be re-activated for the underlying Existing Plans.

(x)
(x)
(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

EXHIBIT 18

Verizon Tariff F.C.C. No. 11, Section 32.66,
Contract Tariff Option 65 (Feb. 27, 2014)

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 32.66, 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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. 1 (**FCC 1**), 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**)).
- (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 1, 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)

(x)

(x)

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 1 (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.

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 1 (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)
- (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 1 (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)
- (27) **Special Access Facilities Management Services** shall mean FMS Services as described in Section 7.2.16 of this tariff and Section 7.2.13 of FCC 1. (x)
- (28) **TDM Annual Revenue Commitment** shall mean the annual minimum required Billed Qualifying Service Revenues and shall be equal to \$84,000,000. (x)

(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 1, Section 25.1), and the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)) (**Existing Plans**); (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 55 of this tariff, Option 57 of FCC 1, 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.

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 1 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 1, and FCC 14. Wire centers for the Phase II MSAs are listed in Section 15.3 preceding of this tariff, Section 14.7 of FCC 1, 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 15.3 preceding of this tariff, Section 14.7 of FCC 1, 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)

(N) (x)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 Contract Tariff Option 65 (Cont'd)

(N)

(G) Quarterly Review; Calculation and Payment of Billing Credits
(Cont'd)

(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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 32.66(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).

Step 6: DS1 ARPU is \$268.42 (\$20,131,500/75,000).

(N)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 ($\$268.42 \times 49.43\% \times 114.67\%$).

Step 2: The Plan Year 3 flat rate for DS1 Units without Miles is \$132.68 ($\$268.42 \times 49.43\%$).

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 ($\$15,000,000 - ((20,000 \times \$132.68) + (55,000 \times \$152.14))$).

(N)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 ($\$3,449.09 \times 53.02\% \times 61.11\%$).

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) ($\$3,000,000 - (3,000 \times \$1,117.52)$).

(N)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 ($\$3,449.09 \times 53.02\%$).

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 ($\$4,350,000 - (1,500 \times \$1,828.71)$).

(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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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 (30th) 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 Contract Tariff Option 65 (Cont'd)(J) Mergers and Acquisitions of Customer (Cont'd)

(N)

(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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. Contract Tariffs (Cont'd)32.66 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)

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

ACCESS SERVICE

32. 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 1 and Option 34 of FCC 14.

(x)
(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 1, and Option 34 of FCC 14 through the date of termination.

(x)

<u>Month of Termination/ Non-Compliance</u>	<u>Termination Percentage</u>
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 1 and FCC 14, 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 the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). Upon termination of Option 65 for any reason, the true-up process will be re-activated for the underlying Existing Plans.

(x)
(x)
(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(TR 1261)

Issued: February 12, 2014

Effective: February 27, 2014

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

EXHIBIT 19

Verizon Tariff F.C.C. No. 14, Section 21.35,
Contract Tariff Option 34 (Feb. 27, 2014)

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34

(N)

(A) Scope

Contract Tariff Option 34 (**Option 34**) 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 34.

(B) Specific Terms

Unless otherwise defined in this Section 21.35, the following terms are used in this Option 34:

- (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 34.
- (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.
- (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.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(B) Specific Terms (Cont'd)

- (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.
- (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 34. 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.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(B) Specific Terms (Cont'd)

- (16) **DS1 Mileage** shall mean the special transport for DS1 Services (as described in Section 5.1.1(B) of this tariff, channel mileage for DS1 Services (as described in Section 7.1.2(B) of FCC Tariff No. 1 (FCC 1) and Section 7.1.2(B) of FCC Tariff No. 11 (FCC 11), and circuit mileage for DS1 Services (as described in Section 7.2.1(B) of FCC Tariff No. 16 (FCC 16). (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 "Special Access Line" as defined in Section 5.1.1(C) of this tariff, (ii) a DS1 "Channel Termination" as defined in FCC 1, Section 7.1.2(A), (iii) a DS1 "Channel Termination" as defined in FCC 11, Section 7.1.2(A), 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)
- (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 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9), and FCC 16 (Section 7.11.1). (x)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(B) Specific Terms (Cont'd)

- (25) **Special Access DS3 CLF Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9), 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)
- (26) **Special Access DS3 CLS Services** shall mean DS3 Services of 44.736 Mbps bandwidth, as described in Section 5.3.6 of this tariff, FCC 1 (Section 7.2.9), FCC 11 (Section 7.2.9), 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)
- (27) **Special Access Facilities Management Services** shall mean FMS Services as described in Section 7.2.13 of FCC 1 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 34. 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 FCC 1 and FCC 11, Section 25.1), and the DS1 Term Volume Plan (Section 5.6.14(G) of this tariff) (**Existing Plans**); (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 29 of this tariff, Option 55 of FCC 11, and Option 57 of FCC 1 immediately prior to execution of this Option 34. (x)

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(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 34, and such subscription shall be considered a termination by Customer of this Option 34, subject to (L) following.
- (3) The customer must subscribe to this Option 34 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 34. Subscription to this Option 34 shall be an automatic subscription to Option 65 of FCC 1 and Option 65 of FCC 11.

(D) Service Period

The Service Period of this Option 34 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 1, and FCC 11. Wire centers for the Phase II MSAs are listed in Section 19.1 preceding of this tariff, Section 14.7 of FCC 1, 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 19.1 preceding of this tariff, Section 14.7 of FCC 1, and Section 15.3 of FCC 11) that occur during the Service Period will apply. No Billing Credits will be provided in the operating territories of FCC 16.

(F) Qualifying Monthly Recurring Charges

Subject to the exclusions set forth following as well as all other terms of this Option 34 (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):

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(F) Qualifying Monthly Recurring Charges (Cont'd)

- (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 Verizon 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).

(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.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(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).

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.

(This page filed under Transmittal No. 1261.)

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

(N)

(N)

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(b) Calculation of Quarterly Billing Credits (Cont'd)**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

(c) Calculation of Benchmark Average Revenues

The benchmark average revenues per unit will be established at the time of subscription to Option 34 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.

(This page filed under Transmittal No. 1261.)

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

(N)

(N)

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(c) Calculation of Benchmark Average Revenues (Cont'd)(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.

(iii) Illustrative Example:

Assume the following information for all scenarios in this Section 21.35(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

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(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: (Cont'd)

Scenario 1: DS1 ARPU would be calculated as follows:Step 1: Total Billed Qualifying DS1 Service Revenue is \$15,000,000 ($\$5,000,000 \times 3$).Step 2: Billed FMS Revenue is \$15,000,000 ($\$5,000,000 \times 3$).Step 3: Billed FMS Revenue allocated to DS1 transport and multiplexing is \$5,131,500 ($\$15,000,000 \times 34.21\%$).Step 4: Total DS1 Revenue is \$20,131,500 ($\$15,000,000 + \$5,131,500$).Step 5: DS1 Billed Units are 75,000 ($25,000 \times 3$).Step 6: DS1 ARPU is \$268.42 ($\$20,131,500 / 75,000$).**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 ($(\$2,000,000 \times 3) - \$10,000 \times 3$).Step 2: Billed FMS Revenue is \$15,000,000 ($\$5,000,000 \times 3$).Step 3: Billed FMS Revenue allocated to DS3 CLS transport and channel terminations is \$5,412,000 ($\$15,000,000 \times 36.08\%$).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 ($1,100 \times 3$).Step 6: DS3 CLS ARPU is \$3,449.09 ($\$11,382,000 / 3,300$).

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (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

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:

(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 ($\$268.42 \times 49.43\% \times 114.67\%$).

Step 2: The Plan Year 3 flat rate for DS1 Units without Miles is \$132.68 ($\$268.42 \times 49.43\%$).

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 ($\$15,000,000 - ((20,000 \times \$132.68) + (55,000 \times \$152.14))$).

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(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 34 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 ($\$3,449.09 \times 53.02\% \times 61.11\%$).

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 $(\$352,560)(\$3,000,000 - (3,000 \times \$1,117.52))$.

(This page filed under Transmittal No. 1261.)

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

(N)

(N)

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (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 34 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 ($\$3,449.09 \times 53.02\%$).

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 ($\$4,350,000 - (1,500 \times \$1,828.71)$).

(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.

(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 ($\$3,978,700 - \$352,560 + \$1,606,935$).

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(G) Quarterly Review; Calculation and Payment of Billing Credits (Cont'd)

(1) (Cont'd)

(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 34. 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 34, 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 34):

- (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 (30th) 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).
- (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.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(H) Disputes (Cont'd)

- (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.

(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 34. 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.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(J) Mergers and Acquisitions

In the event that after the effective date of Option 34, 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 34 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 34 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 34 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**).
- 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**.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(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 34. 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.
- (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 34, shall be referred to herein as the **Property Adjustment Date**.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(N)

(J) Mergers and Acquisitions of Customer (Cont'd)

(4) Inclusion or Exclusion of Customer Acquired Properties (Cont'd)

- (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 34 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 34.
 - (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 34.
 - (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 34,, 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 34.

(N)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (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 34 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)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (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)

(This page filed under Transmittal No. 1261.)

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

Issued: February 12, 2014

Effective: February 27, 2014

FACILITIES FOR INTERSTATE ACCESS

21. Contract Tariffs (Cont'd)21.35 Contract Tariff Option 34 (Cont'd)

(L) Termination of Plan

The customer may terminate its subscription to this Option 34 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 34 shall be an automatic termination of the customer's subscription to Option 65 of FCC 1 and Option 65 of FCC 11.

If the Customer terminates or cancels its subscription to this Option 34 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 34, Option 65 of FCC 1, and Option 65 of FCC 11 through the date of termination.

<u>Month of Termination/ Non-Compliance</u>	<u>Termination Percentage</u>
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 34, the Parties agree to suspend the true-up requirements for the Services provided under this tariff, FCC 1 and FCC 11, 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 the DS1 Term Volume Plan (FCC 14, Section 5.6.14(G)-(I)). Upon termination of Option 34 for any reason, the true-up process will be re-activated for the underlying Existing Plans.

(x) Issued under authority of Special Permission No. 14-003 of the Federal Communications Commission.

(This page filed under Transmittal No. 1261.)

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

EXHIBIT 20

Verizon Tariff F.C.C. No. 1, Section 2,
General Regulations

ACCESS SERVICE

2. General Regulations

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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)

|

|

|

(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)

Issued: August 10, 2011

Effective: August 25, 2011

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

(T)

(T)

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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)

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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 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, 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.
- (C)
(C)
(D)
(D)

Certain material formerly appearing on this page currently appears on Page No. 2-9.1.

(Issued under Transmittal No. 296)

Issued: February 28, 2003

Effective: March 15, 2003

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

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.

(Issued under Transmittal No. 296)

Issued: February 28, 2003

Effective: March 15, 2003

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

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) If notice is given by Overnight Delivery under this section, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

(Issued under Transmittal No. 320)

Issued: May 9, 2003

Effective: May 24, 2003

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

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.

(Issued under Transmittal No. 296)

Issued: February 28, 2003

Effective: March 15, 2003

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)

(x)

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, routine preventative maintenance and major switching machine change-out. 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. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

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, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

(x)

(x) Reinstating material previously found on Original Page 2-10 that was inadvertently omitted from 1st Revised Page 2-10 under Transmittal No. 1037. Material previously found on 1st Revised Page 2-10 appears on 6th Revised Page 2-55.9.

(Issued under Transmittal No. 1118)

Issued: November 15, 2010

Effective: November 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.2 Use2.2.1 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)

2.2.2 Unlawful Use

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

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.2 Use (Cont'd)2.2.3 Commingling

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)

(N)

(Issued under Transmittal No. 367)

Issued: October 2, 2003

Effective: October 17, 2003

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 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.

(This page filed under Transmittal No. 288)

Issued: January 30, 2003

Effective: February 1, 2003

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

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.

(This page filed under Transmittal No. 288)

Issued: January 30, 2003

Effective: February 1, 2003

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

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

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(Issued under Transmittal No. 269)

Issued: December 10, 2002

Effective: December 25, 2002

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

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.

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

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

(T)	(x)
(M)	
(T)	
(M)	
(M)	
(T)	
(T)	(x)

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

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)

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)
- Trunkside BSA-101XXXX Option (Notes 2,3) (D)
- Feature Group B (Notes 2,3) (Z)
- Feature Group D (Notes 2,3) (D)
- 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.

(Issued under Transmittal No. 1156)

Issued: August 10, 2011

Effective: August 25, 2011

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

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.

(Issued under Transmittal No. 1156)

Issued: August 10, 2011

Effective: August 25, 2011

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

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.

(Issued under Transmittal No. 1156)

Issued: August 10, 2011

Effective: August 25, 2011

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

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

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)

(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)

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

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

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)

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

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

ACCESS SERVICE

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.

(Issued under Transmittal No. 1258)

Issued: January 3, 2014

Effective: January 18, 2014

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

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)

(Issued under Transmittal No. 815)

Issued: May 31, 2007

Effective: June 15, 2007

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

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 than 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.

(Issued under Transmittal No. 269)

Issued: December 10, 2002

Effective: December 25, 2002

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

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.

(Issued under Transmittal No. 276)

Issued: December 24, 2002

Effective: December 25, 2002

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

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.

(Issued under Transmittal No. 269)

Issued: December 10, 2002

Effective: December 25, 2002

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

ACCESS SERVICE

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.

(This page filed under Transmittal No. 265)

Issued: November 22, 2002

Effective: November 23, 2002

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

ACCESS SERVICE

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.

(This page filed under Transmittal No. 265)

Issued: November 22, 2002

Effective: November 23, 2002

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

ACCESS SERVICE

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.

(This page filed under Transmittal No. 1156)

Issued: August 10, 2011

Effective: August 25, 2011

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

(T)
(T)

ACCESS SERVICE

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.

Customers who are currently being provided service under the interstate special access Voice Grade Rate Stability Plan, as stipulated in 7.4.12 following, or the DS3 Rate Stability Plan as stipulated in 7.4.13 following, wishing to convert these services to an intrastate jurisdiction, may do so without penalty for a period of ninety (90) days from the effective date of this tariff.

However, customers under the Voice Grade Rate Stability Plan will still be held accountable for the Rate Plan Growth Guarantee and shortfall penalties, stipulated in 7.4.12(C), as determined at a rate plan's anniversary date.

2.3.13 Voice Over Internet Protocol - Public Switched Telephone Network Traffic

(N)

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.

(N)

(This page filed under Transmittal No. 1194)

Issued: July 2, 2012

Effective: July 17, 2012

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

(T)
(T)

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements

(T)

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) (I) or in (B) (3) (b) (II), whichever is lower. The rate will be for 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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) 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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

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, 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 will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of any alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. 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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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) (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and Presubscription, 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, Independence Day, Labor Day, Election 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:

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 the lesser of:

Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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)

(b) (Cont'd)

(I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, 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, or

(II) 0.00024657 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) 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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) (Cont'd)

(5) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety days of the payment due date, penalty interest may be applicable.

a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor will apply from the date of the customer's payment through the date on which the credit for the disputed amount is posted to the customer's account. The penalty factor shall be the lesser of:

(I) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or

(II) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) (Cont'd)

(6) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety days of the payment due date, penalty interest may be applicable.

(a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount times the penalty factor. The penalty factor will apply from the date of the dispute through the date on which the credit is posted to the customer's account. The penalty factor shall be the lesser of:

(I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date or the period involved or

(II) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

(b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

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(E), (F) and (G), 7.2.11(D), 7.2.13(C), 7.2.14(C), 7.2.15(C), 7.4.13, 7.4.16, 7.4.17, 7.5.4, 7.5.5, 8.2(C)(1), 8.3(C)(1), 9.4(A) and 13.3.5(C)(1)(b), (c) and (d), 16.5, 16.6, 16.7, 25.1.10, and 25.3.8 following. (T)

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: (T)

(This page filed under Transmittal No. 1061)

Issued: December 17, 2009

Effective: January 1, 2010

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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 2-83.8.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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 2-83.10.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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 (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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

(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.

For Verizon Dedicated SONET Ring Service that is provided between points within the New York/New Jersey corridor, preplanned port rates and charges associated with the customer service management option will apply as follows. When the primary circuit's end point is in one Exchange Telephone Company's operating territory and its associated preplanned (backup) location is in another Exchange Telephone Company's operating territory, the Exchange Telephone Company in whose operating territory the primary circuit's end point is located will bill for the preplanned port. The customer service management option is described in Section 7.2.17(A)(8) following

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 1156)

Issued: August 10, 2011

Effective: August 25, 2011

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

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 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 without Hub - Either company may accept the order.

(g) Special Access Service with Hub - The company where the Hub is located shall accept the order.

(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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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 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), Special Access Service Channel Mileage (fixed and per mile), or Directory Assistance Transport, are determined as follows:

(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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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
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, channel mileage fixed
charges will not apply.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

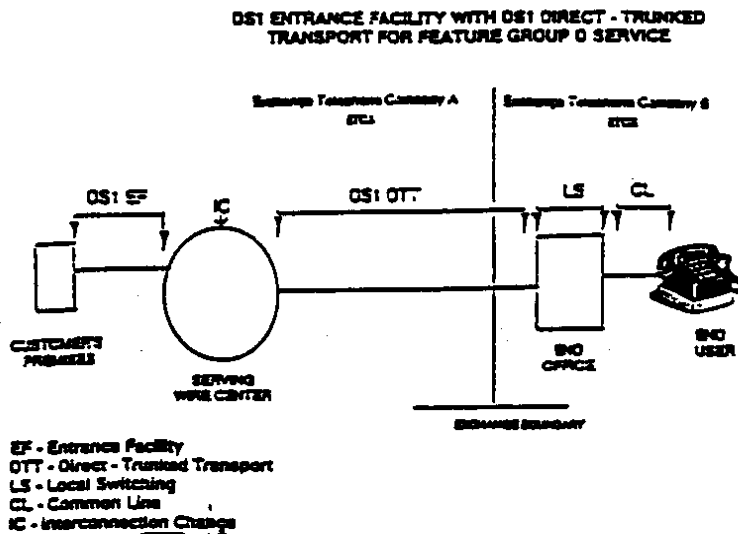
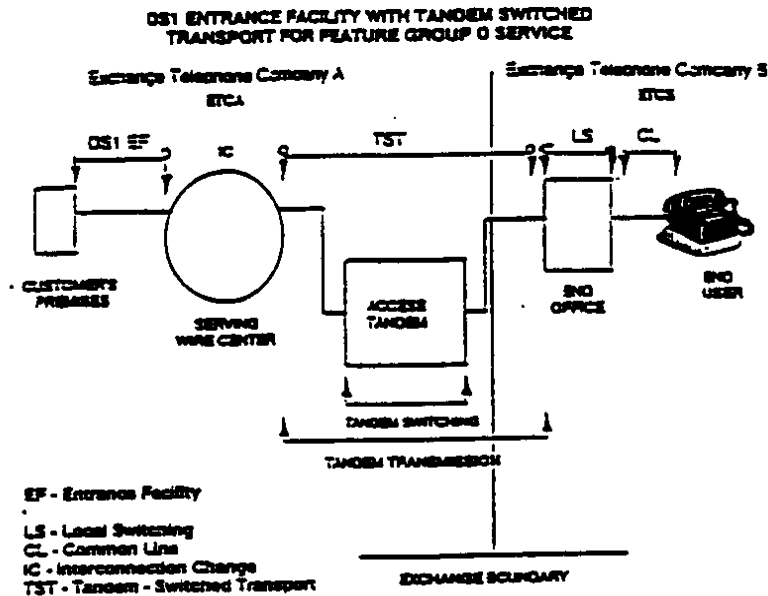
2. General Regulations (Cont'd)2.4 Payment Arrangements (Cont'd)

(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



(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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)

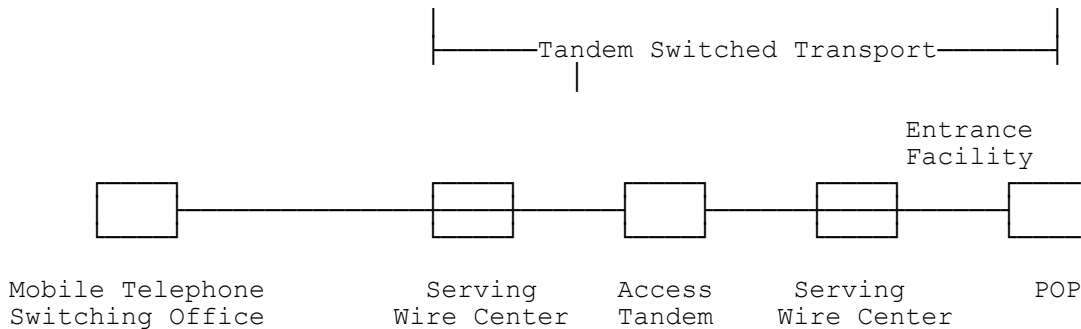
When Switched Access Service is ordered by a customer in conjunction with a CEC or RCC, the Telephone Company will provide its portion of the Switched Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules.

- (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



(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

(T)
(T)

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.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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 and Special Access 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) (x)
(C) (x)

(x) PUB AS No. 1, Issue II replaces Publication AS No. 1 in its entirety.

(Issued under Transmittal No. 1037)

Issued: August 27, 2009

Effective: September 11, 2009

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

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.

(D)
|
|
|
|
(D)

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.

(This page filed under Transmittal No. 1070)

Issued: January 26, 2010

Effective: February 10, 2010

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

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.

(D)
|
|
|
(D)

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.

(S) (x)
| |
| |
(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.

(This page filed under Transmittal No. 1070)

Issued: January 26, 2010

Effective: February 10, 2010

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

ACCESS SERVICE

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

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)
|
|
|
|
|
|
(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.

(This page filed under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

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 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

(D)
|
|
|
(D)

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.

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

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.

(This page filed under Transmittal No. 481)

Issued: August 16, 2004

Effective: August 31, 2004

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

(T)
(T)

ACCESS SERVICE

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.

(This page filed under Transmittal No. 1018)

Issued: May 28, 2009

Effective: June 12, 2009

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

(T)
(T)

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)(D)
|
|
|
(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)].

Ethernet

The term "Ethernet" denotes a protocol provided over various media reflecting the two lowest layers of the Digital Network Architecture/Open Systems Interconnections (DNA/OSI) standard. This protocol provides for connectivity of computers, printers, workstations, terminals and other devices across Local Area Networks and Wide Area Networks (LANs & WANs). DNA/OSI standards are maintained by the American National Standards Institute.

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.

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

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.

(D)

(D)

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.

(Issued under Transmittal No. 1018)

Issued: May 28, 2009

Effective: June 12, 2009

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

ACCESS SERVICE

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 and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

ACCESS SERVICE

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.

IntelliMux Service

The term IntelliMux® Service denotes a service whereby customers can reconfigure a specific voice grade, DDS and/or individual channels within a High Capacity DSL service connected at a digital cross-connect system.

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.

(M)
|
|
|
(M)

Certain material on this page formerly appeared on Original Page 2-70.

(This page filed under Transmittal No. 481)

Issued: August 16, 2004

Effective: August 31, 2004

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

(T)
(T)

ACCESS SERVICE

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

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

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

A communications channel through or link in the network that allows simultaneous transmission of sequenced data packets through the network. No circuit capacity is preassigned to a logical channel. Capacity is made available as data is transmitted.

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(D)
|
|
|
|
(D)

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

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.

Native Ethernet

Denotes an Ethernet transmission that is not carried within a SONET signal.

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 and thus are defined as "Competitive Counties").

(N)
|
|
|
|
|
|
(N)

Non-Standard Premises

The term "Non-Standard Premises", NSP, denotes a free-standing structure, e.g., a billboard, a communication, electrical or water tower, etc., which is used for an antenna site. See also Premises.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

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.

(D)
|
|
|
(D)

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.

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

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.

(This page filed under Transmittal No. 481)

Issued: August 16, 2004

Effective: August 31, 2004

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

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.

Packet

Continuous sequence of binary digits of information is switched through the network and an integral unit. Consists of up to 1024 bits (128 octets) of customer data plus additional transmission and error control information.

(D)
|
|
|
(D)

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.

(This page filed under Transmittal No. 1070)

Issued: January 26, 2010

Effective: February 10, 2010

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

(T)
(T)

ACCESS SERVICE

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.

(D)
|
|
|
(D)

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. See also Non-Standard Premises.

Note: See Section 19 following for further information.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Prime Service Vendor

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)

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

(This page filed under Transmittal No. 256)

Issued: October 28, 2002

Effective: November 12, 2002

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Secure Socket Layer (SSL)

The term "Secure Socket Layer ("SSL)" denotes a security protocol that provides data encryption, server authentication, message integrity, and optional client authentication for a TCP/IP connection.

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. (T)

(Issued under Transmittal No. 814)

Issued: May 31, 2007

Effective: June 15, 2007

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

ACCESS SERVICE

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.

(D)
|
|
|
(D)

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.

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 2005

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.

(This page filed under Transmittal No. 481)

Issued: August 16, 2004

Effective: August 31, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 2005

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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.

(This page filed under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

ACCESS SERVICE

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).

(D)
|
|
|
|
(D)

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.

(This page filed under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)V and H Coordinates Method

(M)

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.

Virtual Call

A user facility in which a call initiation procedure and a call terminating procedure determines a period of communication between two network addresses in which a user data is transferred.

(M)

Material on this page formerly appeared on Original Page 2-81.

(This page filed under Transmittal No. 481)

Issued: August 16, 2004

Effective: August 31, 2004

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Virtual Circuit

Logical channels established as a result of the call initiation procedure to a network address that exists for a period of time.

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.

(D)
|
|
|
|
|
|
|
|
|
(D)

(This page filed under Transmittal No. 1070)

Issued: January 26, 2010

Effective: February 10, 2010

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

(T)
(T)

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 Basic Service Level Agreements (Basic SLAs)

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

<u>Description</u>	<u>Tariff Reference</u>	
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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

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

(T)

2.7.1.1 Credit Allowance for Service Interruptions

(T) (x)

(A) General

(M) (x)

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.

| |
| |
| |
| |
| |
| |
| |

(B) When a Credit Allowance Applies

(M) (x)

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:

(T) (x)
(M) |
(T) (x)

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

(M) (x)
(T) |
(M) (x)

(x) Certain material on this page formerly appeared on Original Page 2-33.

Certain material previously found on this page can now be found on Original Page 2-83.15.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) Special Access, Switched Transport, or Packet Data Services

No credit shall be allowed for an interruption of less than thirty (30) minutes except for IntelliLight® services and Video Service provided at daily rates. 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)

When a service qualifies for Service Response Credits as set forth in Section 2.7.3.3 following, credit for an interruption in service under this section does not apply.

(This page filed under Transmittal No. 1363)

Issued: December 18, 2017

Effective: January 2, 2018

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 Basic Service Level Agreements (Basic SLAs)

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

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

(1) (Cont'd) (M) |

(b) Special Access, Switched Transport, or Packet Data Services (Cont'd) (T) |
(M) |

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.

(M) (x)

(x) Certain material on this page formerly appeared on Original Page 2-34.1. Certain material previously found on this page can now be found on Original Page 2-83.17.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

C

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)

(b) Special Access, Switched Transport, or Packet Data Services (Cont'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.

For Video Service provided at daily rates, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/288 of the daily charge for the service for each 5 minutes or fraction thereof that an interruption continues. Two or more such interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption.

(D)

(This page filed under Transmittal No. 1363)

Issued: December 18, 2017

Effective: January 2, 2018

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

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)

(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 certain Special Access services (Digital Data Access, DA1-4, High Capacity, HC1), and for Switched Transport, any period during which the error performance is below that specified for the service will be considered as an interruption. (D)

(5) Reserved.

(6) For Lightwave Facilities, no credit shall be allowed for any interruption not reported by the customer; an interruption of less than 48 hours from the time of the customer's trouble report; or any interruption resulting from equipment furnished by the customer.

(This page filed under Transmittal No. 1259)

Issued: January 7, 2014

Effective: January 22, 2014

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 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) For certain Special Access services, a Special Access Service Guarantee (SASG) credit allowance will apply in the event that such services experience a service interruption of four (4) or more consecutive hours except as specified in Section 2.7.4(B) following. The SASG credit allowance will apply to Voice Grade, WATS, monthly Video, Digital Data (DDS), and High Capacity DS1 (excluding the portion of a Special Access DS1 High Capacity service that is derived at a customer designated premises using a DS3 Premises Multiplexer) and DS3 Special Access services (collectively, Special Access Services). (D)

The customer has the option to subscribe to National SLA Plans as set forth in Section 2.7.3 following. When a customer subscribes to a National SLA Plan, SASG credit allowances under this Section 2.7.1.1(B) (7) do not apply to services covered by the National SLA Plan.

Additionally, the SASG credit allowance applies to IntelliMux® ports when a customer, during normal hours (see 7.2.12(D), Scheduled Maintenance), is unable to reconfigure circuits for two or more hours.

If a Special Access Service or IntelliMux port is eligible for an SASG credit allowance, the Telephone Company shall provide the applicable credit amount as set forth in the table following. The Telephone Company shall bill customer the applicable monthly rate for the Special Access Service or IntelliMux port, and if customer is eligible to receive the SASG credit allowance, the customer shall receive the SASG credit in a later invoice. The SASG credit allowance is in addition to any other credit allowances available under this Section 2.7.1.1. The maximum amount of all credit allowances available under this Section 2.7.1.1 for a Special Access Service or IntelliMux port for a given billing period shall not exceed the total applicable monthly charge paid by the customer for such Special Access Service or IntelliMux port. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing the service interruption. The SASG credit allowance can only be applied once per month on a per circuit or per port basis. For multi-point circuits, the SASG credit allowance will apply to each leg of the circuit that experiences a service interruption.

(Issued under Transmittal No. 1363)

Issued: December 18, 2017

Effective: January 2, 2018

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

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

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

(7) (Cont'd)

The SASG credit allowance for each applicable service is listed below:

<u>Service</u>	<u>SASG (per circuit)</u>	
		(D)
Voice Grade & WATS		(D)
2-wire	20.00	
4-wire	20.00	
		(D)
		(D)
Video (monthly & 5-yr Plan)	100.00	
Wide Band Analog & Data	100.00	
Digital Data/DDS		
2.4 Kbps	40.00	
4.8 Kbps	45.00	
9.6 Kbps	50.00	
19.2 Kbps	55.00	
56.0 Kbps	60.00	
64.0 Kbps	65.00	
High Capacity		
DS1	160.00	
DS3	400.00	
	<u>SASG (per port)</u>	
IntelliMux		
VG or DDS	10.00	
DS1	10.00	

(This page filed under Transmittal No. 1363)

Issued: December 18, 2017

Effective: January 2, 2018

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

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

(T) (x)

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

(M) (x)

(8) For the following IntelliLight services, the credit allowances are:

- (a) Verizon Dedicated SONET Ring (DSR) and IntelliLight Shared Assurance Network (ISAN) are guaranteed to have uninterrupted service. Any service outage greater than one minute due solely to a Telephone Company facility failure will result in a credit of 100% of the monthly rate for the applicable rate elements of the affected service. Only one such credit is allowed in a single month's billing period.

When DSR as set forth in Section 23.1 following is arranged with subtending rings, a credit allowance for a service interruption is applied independently to each ring. For example, if the main DSR becomes interrupted and is eligible for a credit allowance, no credit allowance is due on the subtending ring(s) associated with that main ring unless service on the subtending ring(s) is also interrupted.

- (b) IntelliLight Shared Dual Path, ISDP, guarantees service delivery without interruptions. Should a service with ISDP be interrupted for more than one minute due to failures in the Telephone Company's facilities, the customer will be credited 100% of the monthly rates for the affected underlying service with the ISDP feature and for the ISDP optional feature. Only one such credit is allowed per month.

Service failures due to customer provided equipment will not be covered by the service guarantee under any circumstances.

(9) For certain video services, the following SASG credit allowances apply:

- (a) For any service outage of a Video Switch greater than a period of 30 consecutive minutes, a credit for 50% of the monthly rate is applicable. The SASG will not apply to more than two service outages per month.
- (b) For a service outage of the 10-year Multichannel Video Service of 60 consecutive minutes or more, a SASG credit for 50% of the monthly rate for the affected channels will be applied. The SASG will not apply to more than two such outages per month.

(M) (x)

(x) Certain material on this page formerly appeared on 2nd Revised Page 2-39.
(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 Basic Service Level Agreements (Basic SLAs)

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

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

- (10) For both Switched and Special IntelliLight Entrance Facilities (IEF) and IntelliLight Shared Single Path (ISSP) services, the following Special Access Service Guarantee, SASG, credit allowance applies:

Any service outage of 4 hours or more due to a Company facility failure will result in a credit of 100% of the monthly rate for the applicable rate elements affected. Only one such credit is allowed in a single month's billing period.

- (11) For IntelliLight Broadband Transport (IBT) Services, the following Special Access Service Guarantee, SASG, credit allowances apply:

Any outage of basic IBT services of 4 hours or more due to a Company facility failure will result in a credit of 100% of the monthly rate for the service.

Any outage of IBT services with Fiber Path Diversity option of 1 hour or more due to a Company facility failure will result in a credit of 100% of the monthly rate for the service.

SASG credits cannot exceed the monthly charge in a single month's billing period.

- (12) 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 and DS3 High Capacity Service Channel Terminations will be based upon the rate effective and rate band applicable to the customer at the time of service failure.

(M) (x)

(x) Certain material on this page formerly appeared on Original Page 2-40.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) (T) (x)

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

- (13) For IntelliLight Optical Transport Service (IOTS) nodes and network optimization, any single service outage of four hours or more due solely to a Telephone Company facility failure will result in a credit of 100 percent (100%) of the monthly rate for the applicable IOTS node or network optimization device affected. Only one such credit is allowed in a single month's billing period.

For IOTS optical transport channels, the following credits will be applied.

- For protected Optical Transport Channels, any Telephone Company facility failure which is not restored within 1 minute will result in a credit of 100% of the monthly rate for the applicable protected optical channel affected. Only one such credit is allowed in a single month's billing period.
- For unprotected optical transport channels, no credit applies for a service outage on these channels for which no protection is provided by the Telephone Company.
- When one or more channels utilizing a multi-port interface card require maintenance, all channels provisioned over that multi-port interface card will be interrupted. No credit will be made for such periods during which all channels on the multi-port interface card are interrupted to allow the Telephone Company to perform required maintenance.

(M) (x)

(x) Certain material on this page formerly appeared on 2nd Revised Page 2-40.1.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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) (T) (x)

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

(14) For Verizon Optical Networking, the Special Access Service Guarantee (SASG) will apply for the entire service.

- For protected On-Net Channel Extensions and ON-Net Channel Mileage, a credit of 100% of one month's recurring charge for the Verizon Optical Networking service will apply for any outage that exceeds one minute. No more than one such credit is given in 1 monthly billing cycle.

- For unprotected On-Net Channel Extensions a credit of 100% of one month's recurring charge for the Verizon Optical Networking service will apply if the total outage time exceeds 4 hours.

- For Verizon Optical Networking services that consist of both unprotected and protected service components, the credit allowance that applies for each outage will be based on the credit allowance provisions for unprotected channels.

(M) (x)

(C) When A Credit Allowance Does Not Apply (N)

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

(N)

(x) Certain material on this page formerly appeared on 4th Revised Page 2-40.2.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 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.

(This page filed under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.1 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

The customer has the option to subscribe to National SLA Plans as set forth in Section 2.7.3. When a customer subscribes to a National SLA Plan, credits under this Section 2.7.1.2 do not apply to services covered by the National SLA Plan.

(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.

(This page filed under Transmittal No. 1357)

Issued: November 16, 2017

Effective: December 1, 2017

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements2.7.2 Enhanced Service Level Agreements (Enhanced SLAs)

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

<u>Description</u>	<u>Tariff Reference</u>	
Integrated Optical Service Rider SLAs	2.7.2.1	
Reserved for Future Use	2.7.2.2	(C)
Reserved for Future Use	2.7.2.3	
Reserved for Future Use	2.7.2.4	(C)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

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

- 2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (N)
- 2.7.2.1 Integrated Optical Service Rider SLAs (T) (x)
- (A) General (T) (x)
- (1) With the exception of those Integrated Optical Service Riders provided subject to Section 24.1.3 following, the SLAs set forth in this Section 2.7.2.1 apply to all other Integrated Optical Service Riders set forth in Section 24.1 following ("Qualifying Services"). (T) (x)
(M) |
(T) |
(M) |
(M) (x)
- (2) The monthly recurring rate(s) for the Qualifying Service are the Integrated Optical Service Rider Appearances. (T) (x)
(M) (x)
- (3) To receive credit, the Telephone Company must receive from the customer a written request for credit within sixty (60) calendar days of the end of the calendar month in which the SLA threshold was missed. The customer's request for credit must be submitted to the appropriate Telephone Company in a manner mutually agreed upon by the Telephone Company and the customer. The request must include a list of the identification numbers of all impacted circuits. (T) (x)
(M) |
| |
| |
| |
| |
(M) (x)
- (B) Availability (T) (x)
- (1) Availability refers to the percentage of time over a calendar month that a Qualifying Service is able to transmit data over the Telephone Company's integrated optical service. A Qualifying Service is unavailable if data cannot be transmitted because of a failure of a facility component within the Telephone Company's integrated optical service that is used to furnish the Qualifying Service provided under this Tariff. (T) (x)
(M) |
| |
| |
| |
| |
(M) (x)
- (2) Availability is calculated as follows: $\text{Availability} = \frac{(1440 \times \text{Number of Days in Month}) - (\text{Number of Minutes the Service is unavailable during Month})}{(1440 \times \text{Number of Days in Month})}$. The number of minutes the Service is unavailable is as determined by the Telephone Company. (T) (x)
(M) |
| |
| |
(M) (x)

(x) Certain material on this page formerly appeared on Original Page 2-83.1.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

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

- 2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd) (N)
- 2.7.2.1 Integrated Optical Service Rider SLAs (Cont'd) (T) (x)
- (B) Availability (Cont'd) (T) (x)
- (3) The Telephone Company threshold for Availability under this Section in a calendar month is 99.999%. (T) (x)
(M) (x)
- (4) If Availability under this Section is less than the threshold, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies. Only one (1) such credit is allowed in a single month's billing period. (T) (x)
(M) (x)
- (C) Mean Time to Restore (MTTR) (T) (x)
- (1) MTTR applies to an interruption of service that is within the Telephone Company's integrated optical service. (T) (x)
(M) (x)
- (2) Interruption of service is defined as a condition which renders a Qualifying Service unusable to the customer (i.e., data cannot be transmitted) because of a failure of a facility within the Telephone Company's integrated optical service that is used to furnish the Qualifying Service under this tariff. The Telephone Company will initiate a trouble ticket on all DS1 Qualifying Service interruptions reported by the customer. The Telephone Company will initiate a trouble ticket on all DS3 Qualifying Service interruptions reported by the customer and/or detected by the Telephone Company's network. (T) (x)
(M) (x)
- (3) MTTR for a calendar month shall be the average of all Time to Restore (TTR), as calculated by the Telephone Company. The TTR is the period of time the Qualifying Service is unavailable between the opening and closing of the trouble ticket, minus any stop clock time that was logged against the trouble ticket. Stop clock time includes, by way of example, the following times: (T) (x)
(M) (x)
- Periods when customer testing is occurring. | |
 - Periods when the customer is working on its own Customer Premises Equipment (CPE) and has not yet released the Qualifying Service to the Telephone Company for maintenance, testing or repair. | |
 - Periods when the Telephone Company is awaiting customer authorization to commence work on the Qualifying Service. | |
- (M) (x)

(x) Certain material on this page formerly appeared on Original Page 2-83.2.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd) (N)

2.7.2.1 Integrated Optical Service Rider SLAs (Cont'd) (T) (x)

(C)	Mean Time to Restore (MTTR) (Cont'd)	(T) (x)
1	1.0	1.0
2	2.0	2.0
3	3.0	3.0
4	4.0	4.0
5	5.0	5.0
6	6.0	6.0
7	7.0	7.0
8	8.0	8.0
9	9.0	9.0
10	10.0	10.0
11	11.0	11.0
12	12.0	12.0
13	13.0	13.0
14	14.0	14.0
15	15.0	15.0
16	16.0	16.0
17	17.0	17.0
18	18.0	18.0
19	19.0	19.0
20	20.0	20.0
21	21.0	21.0
22	22.0	22.0
23	23.0	23.0
24	24.0	24.0
25	25.0	25.0
26	26.0	26.0
27	27.0	27.0
28	28.0	28.0
29	29.0	29.0
30	30.0	30.0
31	31.0	31.0
32	32.0	32.0
33	33.0	33.0
34	34.0	34.0
35	35.0	35.0
36	36.0	36.0
37	37.0	37.0
38	38.0	38.0
39	39.0	39.0
40	40.0	40.0
41	41.0	41.0
42	42.0	42.0
43	43.0	43.0
44	44.0	44.0
45	45.0	45.0
46	46.0	46.0
47	47.0	47.0
48	48.0	48.0
49	49.0	49.0
50	50.0	50.0
51	51.0	51.0
52	52.0	52.0
53	53.0	53.0
54	54.0	54.0
55	55.0	55.0
56	56.0	56.0
57	57.0	57.0
58	58.0	58.0
59	59.0	59.0
60	60.0	60.0
61	61.0	61.0
62	62.0	62.0
63	63.0	63.0
64	64.0	64.0
65	65.0	65.0
66	66.0	66.0
67	67.0	67.0
68	68.0	68.0
69	69.0	69.0
70	70.0	70.0
71	71.0	71.0
72	72.0	72.0
73	73.0	73.0
74	74.0	74.0
75	75.0	75.0
76	76.0	76.0
77	77.0	77.0
78	78.0	78.0
79	79.0	79.0
80	80.0	80.0
81	81.0	81.0
82	82.0	82.0
83	83.0	83.0
84	84.0	84.0
85	85.0	85.0
86	86.0	86.0
87	87.0	87.0
88	88.0	88.0
89	89.0	89.0
90	90.0	90.0
91	91.0	91.0
92	92.0	92.0
93	93.0	93.0
94	94.0	94.0
95	95.0	95.0
96	96.0	96.0
97	97.0	97.0
98	98.0	98.0
99	99.0	99.0
100	100.0	100.0

(3) (Cont'd) (T) (x)

- | | | | |
|---|--|-----|-----|
| - | Periods when the Telephone Company is denied access to premises or facilities necessary to diagnose, repair, or test a Qualifying Service. | (M) | (x) |
| - | Periods following repair of the Qualifying Service when the ticket is held open by the customer to ensure the trouble is resolved. | (M) | (x) |

(4) MTTR is calculated by summing TTR for all measured tickets for the customer for the calendar month and dividing by the total number of tickets for that customer during that month.

(5) MTTR excludes any subsequent reports (i.e., additional	(T)	(x)
customer inquiries while the trouble is pending), CPE	(M)	
troubles, trouble found on the customer's side of the point		
of demarcation, no trouble found, troubles closed due to		
customer action, force majeure events, and troubles repaired		
by the Telephone Company prior to receipt of a trouble report		
on that Qualifying Service.	(M)	(x)

(6) The threshold for MTTR in a calendar month is 2.5 hours for Qualifying Services. (T) (x) (M) (x)

(7)	If the MTTR is greater than 2.5 hours over the calendar month for all of customer's Qualifying Services, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies for those Qualifying Services that were the subject of a trouble ticket during the measured calendar month whose TTR exceeded 2.5 hours. Only one (1) such credit is allowed in a single month's billing period. If the MTTR is 2.5 hours or less on all of customer's Qualifying Services, then no credit applies to any Qualifying Service, even if the TTR on a particular Qualifying Service exceeded such threshold.	(T)	(x)
		(M)	

(D)	Qualifying Services will not be included in threshold measurements under this Section 2.7.2.1 and will not be eligible for credits under this Section 2.7.2.1, when any of the conditions set forth in Section 2.7.4(B) following exist.	(T)	
		(T)	
		(M)	(x)

Certain material on this page formerly appeared on Original Page 2-83.3.

(Issued under Transmittal No. 853)

Issued: September 6, 2007 Effective: September 21, 2007
Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

2.7.2.2 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

2.7.2.3 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(
(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

2.7.2.4 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)
(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs)

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

<u>Description</u>	<u>Tariff Reference</u>	
Reserved for Future Use	2.7.3.1	
Reserved for Future Use	2.7.3.2	(C)
Service Response Credits	2.7.3.3	
Reserved for Future Use	2.7.3.4	(C)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

2.7.3.1 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1114)

Issued: October 15, 2010

Effective: October 30, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

2.7.3.2 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits

- (A) The following lists the services that are subject to optional SRCs:

(1) Exchange Access Frame Relay Service (FRS) Section 16.3.1

ATM Cell Relay Service Section 16.6.1

(2) (D)
(D)

National TLS Section 16.11

- (B) Service Response Credits apply to the following categories:

- On Time Provisioning
- Mean Time to Repair (MTTR)
- Network Availability

The Service Response Credits apply against the following rate elements:

ATM CRS UNI Port with Access Line Connection
ATM CRS IISP Port with Access Line Connection

FRS UNI Port with Access Line Connection

(D)

National TLS Ethernet Virtual Circuit (EVC)

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd) (T)

2.7.3.3 Service Response Credits (Cont'd) (T) (x)

(C) General (M) (x)

(1) Maximum Amounts of Service Response Credits (M) (x)

(a) Services Listed in Section 2.7.3.3(A) (1) preceding (T) (x)

The combined total of any Service Response Credits applied to an individual service may not exceed the following thresholds: (M) (x)

- For any calendar month, the total monthly recurring charges billed to the customer of record for qualifying individual rate element(s) for that month | |
- For any calendar year, ten percent (10%) of the total revenue of the prior calendar year billed to the customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer did not have qualifying service in the prior calendar year, \$75,000 per individual service. (M) (x)

(b) Services Listed in Section 2.7.3.3(A) (2) preceding (T) (x)

- For any calendar month, the total SRCs for a qualifying individual rate element shall not exceed twenty percent (20%) of the monthly recurring charge billed to the customer of record for that qualifying individual rate element for that month. This limitation shall apply even if the customer was eligible for SRCs for a rate element under more than one metric. For instance, if for a rate element for a calendar month the customer was eligible for SRCs under two metrics (such as MTTR and Network Availability), the SRC due to the customer would be limited to 20% of the monthly recurring charge billed to the customer for that rate element for that month, even though the total of the SRCs provided for in the two metrics when added together would be 40% of the monthly recurring charge billed to the customer for that rate element for that month. | |
- The combined total of any Service Response Credits applied to an individual service may not exceed the following threshold: For any calendar year, ten percent (10%) of the total revenue of the prior calendar year billed to the customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer had less than 12 full months of revenue for a qualifying service in the prior calendar year or had no qualifying service in the prior calendar year, \$20,000 per individual service. (M) (x)

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

(x) Certain material on this page formerly appeared on Original Page 2-55.1.1.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

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

2.7.3 <u>National Service Level Agreements (National SLAs)</u> (Cont'd)		(T)
2.7.3.3 <u>Service Response Credits</u> (Cont'd)		(T) (x)
(C)	General (Cont'd)	(M) (x)
(2)	To receive SRCs on eligible rate elements, customer must have rate elements listed in its initial subscription submitted under Section 2.7.3.3(D)(1) based on the established customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. The Telephone Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.	(M) (T) (M)
(3)	All service performance and provisioning measurements are conducted using Telephone Company monitoring systems and procedures. The Telephone Company may change these systems and procedures at its sole discretion. In performing measurements of overall Mean Time To Repair and Network Availability as set forth in 2.7.3.3 (F) and (G) following, the Telephone Company shall include data measured from throughout the territories covered by this tariff and The Verizon Telephone Companies Tariff F.C.C. No. 20 under Service Response Credit plans offered in such tariffs.	(M) (T) (M)
(4)	To receive credit, the Telephone Company must receive from the customer a written request for credit within 30 calendar days of the end of the SRC monitoring period. The customer's request for credit must be submitted to the appropriate Telephone Company entity (office or interface) in a manner prescribed by the Telephone Company. The request must include a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The SRC monitoring period is based on a calendar month.	
(D)	Responsibility of the Customer	
(1)	General	
	To participate in the SRC plan, the customer must meet the qualifications set forth in 2.7.3.3 (D)(2), following, for FRS and 2.7.3.3 (D)(3), following for ATM CRS, and, for all services, submit a subscription in writing, including a list of all qualifying rate elements. The Telephone Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.	(M) (T) (T) (M)
		(M) (x)

Certain material previously found on this page can now be found on Original Page 2-119.

(x) Certain material on this page formerly appeared on 4th Revised Page 2-55.2.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(T)

2.7.3.3 Service Response Credits (Cont'd)

(T) (x)

(D) Responsibility of the Customer (Cont'd)

(M) (x)

(2) Qualifications for Frame Relay Service (FRS) Customers

FRS customers will be eligible for SRC when the meet the following requirements:

- Subscribe to and maintain a minimum of 50 FRS User Network Interfaces (UNI) Port With Access Line Connections, each of which must have been in-service for at least one calendar month; and
- Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.

(3) Qualifications for ATM Cell Relay Service (CRS) Customers

ATM CRS customers will be eligible for SRC when the meet the following requirements:

- Subscribe to and maintain a minimum of 25 ATM CRS DS1 UNI Port with Access Line Connections, each of which must have been in-service for at least one calendar month; or
- Subscribe to and maintain a minimum of 25 ATM CRS DS1 Interim Inter-Switch Signaling Protocol (IISP) Port with Access Line Connections, each of which must have been in-service for at least one calendar month; or
- Subscribe to and maintain a minimum of 15 ports using any combination of ATM CRS DS3, OC3c or OC12c UNI Port with Access Line Connections or ATM CRS DS3, OC3c or OC12c IISP Port with Access Line Connections, each of which must have been in-service for at least one calendar month; and
- Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.

(M) (x)

Certain material previously found on this page can now be found on Original Page 2-106.1 and 2-120.

(x) Certain material on this page formerly appeared on 1st Revised Page 2-55.3.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)

(E) On Time Provisioning

On Time Provisioning is defined as the Telephone Company providing service to the customer no later than the Firm Order Commitment (FOC) due date provided by the Telephone Company plus twenty-four (24) hours. For these purposes, "providing service" is defined as successful completion of testing of the circuit/connection and rate element by the Telephone Company. The FOC due date is provided to the customer at the time an order is verified for order accuracy, availability of required facilities and components, and completion of design and ordering related forms and documents (including, but not limited to, network design, configuration and data gathering form(s), and ASRs).

If the Telephone Company does not meet the FOC due date plus 24 hours for a rate element, due to Telephone Company reasons, an On-Time Provisioning SRC equal to a percentage of the associated monthly recurring charge for the rate element for the month in which the due date was missed will apply.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	50%
FRS	50%
National TLS	20%

(D)

(1) The On-Time Provisioning SRC does not apply:

- (a) Where facilities sufficient to provision the order do not exist;
- (b) Where special construction of facilities is required;
- (c) When the FOC date is missed because the customer is not ready to accept service on the FOC date;
- (d) When the customer changes the order after receiving the FOC date from the Telephone Company;
- (e) On orders for which an expedited interval has been requested;
- (f) On orders for disconnection; or
- (g) When one or more of the conditions set forth in Section 2.7.3.3 (H) apply.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)

(F) Mean Time to Repair (MTTR)

- (1) MTTR applies to a customer-reported interruption of service on a subscribed rate element that is within the Telephone Company's network (outside plant or central office).
- (2) Interruption of Service or Trouble is defined as a condition which renders a service unusable to the customer due to a failure of a facility component within the Telephone Company's network that is used to furnish the service. The Telephone Company reserves the right to determine when the service is unusable based on its internal procedures. When the customer reports trouble to the Company-designated entity for such reports, a trouble ticket is opened.
- (3) MTTR for a calendar month shall be the average of all ticket outage duration, or Time to Repair (TTR), as calculated by the Telephone Company. The TTR is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the Trouble Report. Stop clock time includes, but is not limited to, the following times:
 - (a) Periods when customer testing is occurring.
 - (b) Periods when customer is working on its own Customer Premises Equipment (CPE) and has not yet released the circuit/connection to the Telephone Company for maintenance, testing or repair.
 - (c) Periods when the Telephone Company is awaiting customer authorization to commence work on the circuit/connection.
 - (d) Periods when the Telephone Company is denied access to premises or facilities as necessary to diagnose, repair or test a circuit/connection.
 - (e) Periods following repair of a circuit/connection when the ticket is held open by the customer to ensure the trouble is resolved.
 - (f) Periods when pre-defined maintenance windows have been established between the Telephone Company and the customer.
 - (g) For National TLS, service interruptions related to provisioning of a new EVC. (D)

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)

(F) Mean Time to Repair (MTTR) (Cont'd)

(3) (Cont'd)

MTTR is calculated by summing TTR for all measured tickets for customer for the month and dividing by the total number of tickets for that customer during that month.

MTTR excludes any subsequent reports (i.e., additional customer inquiries while the trouble is pending), CPE troubles, no trouble found, trouble found on the customer's side of the point of demarcation, troubles closed due to customer action and troubles repaired by the Telephone Company prior to receipt of a trouble report on that circuit/connection.

The following one-time MTTR SRC applies per rate element per calendar month period.

For ATM and FRS, when the overall MTTR is greater than 4 hours SRCs apply as follows:

- (a) A credit equal to 50% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours but did not exceed 8 hours.
- (b) A credit equal to 100% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 8 hours.

For National TLS, when the overall MTTR is greater than 4 hours SRCs apply as follows: (D)

A credit equal to 20% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours.

(4) The MTTR SRC does not apply:

- (a) When the customer fails to report the outage to the Telephone Company;
- (b) When a circuit/connection has been in service for less than one full calendar month;
- (c) When an interruption of service is 4 hours or less; or
- (d) When one or more of the conditions set forth in 2.7.3.3 (H) apply.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)

(G) Network Availability

Network Availability refers to the percentage of time over a measured calendar month that the service is available for use by the customer. The Telephone Company threshold for Network Availability is 99.90% in a calendar month.

Network Availability is calculated based upon the total number of minutes in a calendar month that a customer was actually in service divided by the total number of minutes in that month that a customer could have been in service for a given set of service component(s).

Network Availability = (1,440 minutes x number of days in month x number of service components) - (Number of minutes service was interrupted during month) and then divided by the possible number of available minutes for the month (1,440 minutes x number of days in month x number of service components).

<u>SRC Eligible Service</u>	<u>Service Component Used in Calculation</u>
ATM	port
FRS	port
National TLS	EVC

(D)

For example: A customer has 50 ports in the month of July. July has 31 days; 1,440 minutes per day. Three ports were out of service over the course of the month for 120 minutes each or a total of 360 minutes. Network availability would be calculated by (1,440 minutes/day x 31 days x 50 ports) = 2,232,000 minutes less 360 minutes out of service = 2,231,640 minutes of actual customer network availability. 2,231,640 is divided by 2,232,000 which equals that customer's July Network Availability of 99.98%.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)(G) Network Availability (Cont'd)

The Number of Minutes Out of Service is computed in the same fashion as the number of minutes for Time to Repair. If overall Network Availability is less than the threshold of 99.90%, then a Network Availability SRC equal to a percentage of the associated monthly recurring charge (MRC) will apply for the applicable individual rate elements for the service components that do not achieve the threshold. The Telephone Company will not round up to the calculation reach the 99.90% threshold.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	10%
FRS	10%
National TLS	20%

(D)

The Network Availability SRC does not apply:

- (a) When a customer fails to report the outage to the Telephone Company.
- (b) When a circuit/connection has been in service for less than one full calendar month.
- (c) When one or more of the conditions set forth in Section 2.7.3.3(H) apply.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)2.7.3.3 Service Response Credits (Cont'd)

(H) Service Response Credits do not apply under the following conditions:

- (1) The negligence of the customer or other party authorized by the customer to use the service;
- (2) Interruptions, failures or delays due to power, equipment, service or systems not provided by the Telephone Company;
- (3) Interruptions, failures or delays in customer-owned or installed equipment;
- (4) Interruptions, failures or delays at any time in which the Telephone Company or the Telephone Company's agents are not granted reasonable access to the premises where access lines associated with the service are terminated;
- (5) Interruptions, failures or delays as a result of customer authorized maintenance, rearrangement of services or implementation of an order;
- (6) Interruptions, failures or delays resulting from a customer's refusal to release service(s) for testing and/or repair;
- (7) Interruptions, failures or delays 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 therefrom, 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 systems, or any similar cause, or other causes beyond such party's reasonable control;
- (8) Interruptions, failures or delays due to the hours of scheduled maintenance and scheduled downtimes where customer has received prior notification from the Telephone Company;
- (9) For National TLS, interruptions, failures or delays during periods that maintenance and network upgrades are being performed; or (D)
- (10) During periods of temporary discontinuance as set forth in 2.2.1 preceding.

(Issued under Transmittal No. 1067)

Issued: January 13, 2010

Effective: January 28, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

2.7.3.4 Reserved for Future Use

(C)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

(D)

(D)

(D)

(D)

(This page filed under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

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, Missed Installation Due Dates, Section 2.7.2 preceding, Enhanced Service Level Agreements, and Section 2.7.3 preceding, (C)
National Service Level Agreements (except Section 2.7.3.3 preceding, (C)
Service Response Credits). Services will not be included in (C)
performance measurements and credits will not apply, when:

- (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

(Issued under Transmittal No. 1129)

Issued: January 18, 2011

Effective: February 2, 2011

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

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)

- | | |
|---|---|
| | (T) (x) |
| (A) Missed Installation Due Dates/On Time Provisioning (Cont'd) | (T) (x) |
| (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 | (T) (x)
(M)
(M) (x) |
| (12) The order is for Service Changes, Service Rearrangements, or Moves as described in Section 7.4.1(C) (3), 7.4.1(C) (4) and 7.4.5(A) following, respectively; or | (T) (x)
(M)
(M) (x) |
| (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 | (T) (x)
(M)

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

(T) (x) |

(x) Certain material on this page formerly appeared on 1st Revised Page 2-55 and Original Page 2-108.

(Issued under Transmittal No. 853)

Issued: September 6, 2007

Effective: September 21, 2007

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

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, Credit Allowance for Service Interruptions, Section 2.7.2 preceding, Enhanced Service Level Agreements, and Section 2.7.3 preceding, National Service Level Agreements (except Section 2.7.3.3 preceding, Service Response Credits). Services will not be included in performance measurements and credits will not apply: (C) (C) (C)

- (1) When the customer fails to report the interruption to the Telephone Company (excluding DS3 Integrated Optical Service Riders); or
- (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

(Issued under Transmittal No. 1129)

Issued: January 18, 2011

Effective: February 2, 2011

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

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 (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 (except that, this Section 2.7.4(B) (11) does not apply to Section 2.7.1.1, excluding the SASG as set forth in Section 2.7.1.1.(B) (7), to which this Section 2.7.4(B) (11) shall apply). (C)
(C)
- (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; or
- (14) For any interruption of LAN Extension Service.

(Issued under Transmittal No. 1092)

Issued: May 28, 2010

Effective: June 12, 2010

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

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):

(Issued under Transmittal No. 1082)

Issued: April 21, 2010

Effective: May 6, 2010

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

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

(A) (Cont'd)

- IntelliLightsm Shared Assurance Network as set forth in Sections 6.8.25(C) (2) and 7.2.14(C) (3) following
- 56 kbps Digital Data Service Rate Stability Plan as set forth in Section 7.4.17(G) following
- 4.8 kbps Digital Data Service Rate Stability Plan as set forth in Section 7.4.17(H) following
- Directory Assistance Service as set forth in Section 9 following
- InterLATA Operator Services as set forth in Section 13.3.13 following
- Exchange Access Frame Relay Service Rate Stability Plan as set forth in Section 16.3.2 following
- Call Management Signaling Service as set forth in Section 20.1.2 following
- TCP/IP Data Aggregation Service as set forth in Section 22.1 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

(N)

(Issued under Transmittal No. 1082)

Issued: April 21, 2010

Effective: May 6, 2010

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

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)

- (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)

(Issued under Transmittal No. 1179)

Issued: February 8, 2012

Effective: February 23, 2012

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

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)

(B) If the service offering requires that the customer commit a minimum number of the services or rate elements that the customer purchases from the Telephone Company and maintain such minimum during the term of the service offering (a **Commitment Level**), and the service offering does not apply rates or credits based on a volume based tier structure, the Telephone Company will apply this Section 2.8.2(B). The following service offerings have Commitment Levels that are subject to this Section 2.8.2(B).

- Facilities Management Service as set forth in Section 7.2.13 (D) following.
- Voice Grade Rate Stability Plan as set forth in Section 7.4.12 following

In the event of a Transfer, the following applies.

- (1) The Telephone Company will recalculate the Commitment Level for the duration of the current term to reflect the removal of the services the Telephone Company no longer provides to the customer solely as a result of the Transfer; and
- (2) use the reduced Commitment Level in all subsequent reviews/true-ups that measure the customer's compliance with established requirements for the service offering for the balance of the current term unless otherwise revised by: (i) the customer in accordance with the terms and conditions of the service offering; or (ii) the terms and conditions of such service offering. Upon renewal of the customer's term for such service offering, the terms and conditions set forth in the applicable section(s) of this tariff shall apply, including establishment of a new Commitment Level using only the quantity of services the customer purchases from the Telephone Company at the time of renewal.

For example, assume Verizon Maryland LLC transfers a portion of its assets to an unaffiliated third party. Further assume that a customer with a Facilities Management Service plan for its DS1 Services and a Commitment Level of one hundred twenty (120) DS1 channel terminations is short of its Commitment Level at the next scheduled annual review by thirty-five (35) channel terminations (i.e., the customer has eighty-five (85) channel terminations at the annual review). Also assume that thirty (30) DS1 channel terminations were transferred to an unaffiliated third party as a result of the Transfer, the result of which is the Telephone Company reducing the customer's Commitment Level to ninety (90) channel terminations (120 channel terminations - 30 channel terminations = 90 channel terminations). Since the customer is still short of its Commitment Level by five (5) channel terminations, the customer may, consistent with the service offering, either: (i) buy down the Commitment Level; (ii) pay a shortfall charge; or (iii) apply time-in-service credits to offset the five (5) DS1 channel termination shortfall.

(T)

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

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

(C) If the service offering applies rates or credits based on a volume-based tier structure, the Telephone Company will apply this Section 2.8.2(C). The following service offering has a volume-based tier structure that is subject to this Section 2.8.2(C).

- Internet Protocol Routing Service (IPRS) as set forth in Section 16.5.3 following

In the event of a Transfer, the following applies.

- (1) The Telephone Company will calculate an adjustment to be used in each scheduled review/true-up following the Transfer for the balance of the customer's current term (**Transfer Adjustment**). The Transfer Adjustment (which will be calculated using the actual number of units transferred to the unaffiliated third party) offsets the reduced volume achieved by the customer solely as a result of the Transfer (**Transfer Adjustment Units**) by summing: (i) the actual volume units achieved by the customer during the applicable review/true-up period (**Actual Units**); and (ii) the Transfer Adjustment Units. The resulting volume of units (**Adjusted Units**) shall be used in all applicable review/true-up calculations for the balance of the customer's current term. Upon completion of the current term, the terms and conditions set forth in the applicable section(s) of this tariff shall apply using only the quantity of services the customer purchases from the Telephone Company with no further Transfer Adjustments being applied; and (N)

(Issued under Transmittal No. 1082)

Issued: April 21, 2010

Effective: May 6, 2010

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

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

(C) (Cont'd)

- (2) if, after applying the Transfer Adjustment, the customer still fails to maintain the same volume tier, the terms and conditions applicable to such result apply in accordance with the service offering, except that the calculation of any penalty associated with attaining a lesser volume tier shall be reduced pro-rata to reflect the Transfer.

For example, assume Verizon Maryland Inc. transfers a portion of its assets to an unaffiliated third party. Further assume a customer who subscribes to IPRS under a 3 year term has 15,000 dial-up ports at the time of the Transfer (i.e., the rates applicable to 15,000 dial-up ports are the second volume tier rates for IPRS) and that 6,500 dial-up ports were transferred to an unaffiliated third party at the time of the Transfer. Further assume that at the next scheduled review/true-up following the Transfer, the customer has 9,500 dial-up ports in-service for which rates would normally apply at the first volume tier for IPRS. In this case, the Telephone Company will apply a Transfer Adjustment which adds the 6,500 dial-up ports lost in the Transfer (the Transfer Adjustment units) to the 9,500 dial-up ports the Telephone Company still provides to the customer (the Actual Units), the result of which is 16,000 dial-up ports (the Adjusted Units) and rates continue to be applied at the second volume tier for IPRS.

(N)

(Issued under Transmittal No. 1082)

Issued: April 21, 2010

Effective: May 6, 2010

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

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)
|
|
|
(D)

Service Response Credits as set forth in Section 2.7.3.3 preceding.

(T)
(D)
|
|
|
|
|
|
|
(D)

(Issued under Transmittal No. 1229)

Issued: March 25, 2013

Effective: April 9, 2013

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration

(N)

(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, Facilities Management Service (FMS) term plan under Section 7.2.13 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 or FMS 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:

- (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.
- (3) For customers who subscribe to an FMS term plan, this Section 2.9 applies to Technology Migrations ordered on or after December 2, 2010.
- (4) For customers who subscribe to a CDP, this Section 2.9 applies to Technology Migrations ordered on or after December 2, 2010.
- (5) 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.

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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

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)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

2.9.3 Service Under a Facilities Management Service Term Plan

(A) Effect on FMS Annual True-Up

In the first annual review following a Technology Migration and in all subsequent annual reviews 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 for the previous twelve (12) 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 annual review process for an FMS term plan is described in Section 7.2.13(D) (3) following.

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

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

2.9.4 Service Under a Commitment Discount Plan

- (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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.5 Service Under a National Discount Plan

(N)

(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:

- (1) 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
- (2) Seventy-five percent (75%) of the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for each FMS DS1 or FMS 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.

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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.6 Requirements For a Technology Migration

(N)

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 2.9.3 preceding for the FMS term plan, Section 2.9.4 preceding for a CDP, or Section 2.9.5 preceding for NDP, all of the following requirements must be satisfied.

(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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

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)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.6 Requirements For a Technology Migration (Cont'd)

(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)

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.6 Requirements For a Technology Migration (Cont'd)

(N)

(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 or two Interexchange Carrier 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
- (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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.6 Requirements For a Technology Migration (Cont'd)

(N)

(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) Interexchange Carrier locations or two (2) End User locations in which case at least one of the locations for each of the Replacing Service(s) must be the same as one of the Interexchange Carrier locations or End User locations, respectively, of each of the 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.

(N)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

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)

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

EXHIBIT 21

Verizon Tariff F.C.C. No. 1, Section 7,
Special Access Service

ACCESS SERVICE

7. Special Access Service7.1 General

Special Access Service provides a transmission path to connect customer designated premises*, either directly, through a Telephone Company Hub where bridging, multiplexing or IntelliMuxsm functions are performed, or through a DS3 Premises Multiplexer where multiplexing functions are performed at a customer designated premises. 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 as set forth in Section 23.1 following or an IntelliLight Optical Transport Service as set forth in 7.2.14 following. Special Access Service includes all exchange access not utilizing Telephone Company end office switches, with the exception of IntelliMuxsm Service and WATS Access Line Service. (T) (N) (N) (N)

Special Access service may also be provided within the Corridor areas served by the Telephone Company, under the provisions of Section 2.4.7.

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

There are ten 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.

Advanced data services include Telephone Company provided frame relay services, switched multi-megabit services, Internet Protocol 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.

(Issued under Transmittal No. 1103)

Issued: August 18, 2010

Effective: September 2, 2010

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

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:

Metallic - a channel for the transmission of low speed varying signals at rates up to 30 baud.

Telegraph Grade - a channel for the transmission of binary signals at rates of 0 to 75 baud or 0 to 150 baud.

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.

Program Audio - a channel for the transmission of audio signals. The nominal frequency bandwidths are from 50 to 15000 Hz, from 200 to 3500 Hz, from 100 to 5000 Hz or from 50 to 8000 Hz.

Video - a channel for the transmission of a standard 525 line/60 field monochrome or National Television Systems Committee color video signal and one or two associated 5 or 15 kHz audio signals. The bandwidth for a video channel is either 30 Hz to 4.5 MHz or 30 Hz to 6.6 MHz.

Serial Component Video - a channel for one-way transmission, at a rate of 270 Mbps, of broadcast quality 4:2:2 component video signals in serial digital format.

(D)
|
|
|
|
|
|
|
|
(D)

(Issued under Transmittal No. 1259)

Issued: January 7, 2014

Effective: January 22, 2014

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

(T)
(T)

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, 3.152 or 44.736 Mbps.

High-Definition (Hi-Def) Digital Video Transport Service - a channel for one-way broadband transmission of high quality video signals in digital format, at a rate of 19.39 Mbps or 1.485 Gbps.

45 Mbps Digital Video Transport Service - a channel for one-way broadband transmission, at a rate of 45 Mbps, of high quality video signals in digital format.

Supertrunking Transport Video Service (SVS) - a channel with a bandwidth of up to either 750 MHz or 870 MHz for the transmission of multiple Amplitude Modulation (AM) standard 525 line/60 field monochrome or National Television Systems committee (NTSC) color video signals and monaural or Broadcast Television Systems Committee (BTSC) stereo audio signals over fiber optic facilities.

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, 3.152 Mbps, and 44.736 Mbps) to a Telephone Company Hub for multiplexing to individual channels of a lower capacity or bandwidth. The customer also has the option of ordering DS3 High Capacity facilities with a DS3 Premises Multiplexer for multiplexing to individual DS1 High Capacity channels at a customer designated premises. All of the DS1 High Capacity channels derived from the DS3 Premises Multiplexer must terminate at that premises.

Descriptions of the types of multiplexing available at the Hubs or using a DS3 Premises Multiplexer, as well as the number of individual channels which may be derived from each type of facility are set forth in 7.2 following. Additionally, the customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are also set forth in 7.2 following.

For example, a customer may order a DS3/44.736 Mbps facility from a customer designated premises to a Telephone Company Hub for multiplexing to twenty-eight 1.544 Mbps channels. The 1.544 Mbps channels may be further multiplexed at the same or a different Hub to Voice Grade channels or may be extended to other customer designated premises. Optional features may be added to either the 1.544 Mbps or the Voice Grade Channels. (D)

(Issued under Transmittal No. 1259)

Issued: January 7, 2014

Effective: January 22, 2014

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories

There are five basic rate categories which apply to Special Access Service:

- Channel Terminations, including WATS Access Connections (WACs) (described in 7.1.2(A) following)
- Channel Mileage (described in 7.1.2(B) 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 Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders as set forth in Section 24.2 following. (T)
Rates and charges for Ports also apply to a Special Access DS3 (N)
connected to a point to point SONET service as set forth in Section 24.3 following. | (N)

(A) Channel Termination

The Channel Termination rate category provides for the communications path between a 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; or (S) (x)
- to a DS1 High Capacity channel derived from a DS3 Premises Multiplexer located at the customer designated premises, as further described in Section 7.2.9(D) (8) following. (S) (x)
(S) (x)
(S) (x)

The Channel Termination rate category may also be employed to provide for connections to other service offerings.

(x) Reissued material originally filed under Transmittal No. 1103 and effective September 2, 2010.

(Issued under Transmittal No. 1108)

Issued: September 9, 2010

Effective: September 24, 2010

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

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 provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Telephone Company Hub, between a serving wire center and a wire center where connection to an advanced data service occurs or between two Telephone Company Hubs. The Channel Mileage rate category also provides for the dedicated ring facilities between devices (nodes, high speed interfaces, or amplifiers) on a DSR as set forth in (T) Section 23.1 following or IOTS Service as set forth in 7.2.14(C) (4). (T) A serving wire center associated with a customer's designated premises may be either the wire center from which the customer would normally obtain dial tone or an alternate serving wire center as described in 7.2.9(D) (7) following. Channel Mileage rates are comprised of a fixed rate element and a per mile rate element.

(Issued under Transmittal No. 640)

Issued: November 14, 2005

Effective: November 29, 2005

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

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 Special Access Service 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.

The following is a list of Bell Atlantic'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.

<u>GENERIC NAME</u>	<u>BELL ATLANTIC PRODUCT NAME</u>
Access to Clear Channel Transmission	Clear Channel Capability
Automatic Protection Switching	Automatic Loop Transfer
Bridging	Bridging
Conditioning	Conditioning
Inband Signaling	Inband Signaling
Network Reconfiguration	Network Reconfiguration
Route Diversity	Route Diversity
Secondary Channel Capability	Secondary Channel

(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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)

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements
- DS3 Premises Multiplexer

(N)

A Hub is a Telephone Company designated serving wire center which may perform bridging, multiplexing, and/or IntelliMuxsm reconfiguration functions. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth. IntelliMuxsm Service allows the customer the capability to reconfigure their special access services.

Descriptions for each of the available Optional Features and Functions are set forth in 7.2 following. IntelliMuxsm Service is described in 7.2.12, following.

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, through a Hub where multiplexing or IntelliMuxsm functions are performed, or through a DS3 Premises Multiplexer where multiplexing functions are performed at a customer designated premises. Two point service also connects a customer designated premises and a WATS Serving Office (WSO).

(T)

(N)

|

(N)

Applicable rate elements are:

- Channel Termination(s)
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

In addition, a Special Access Surcharge as set forth in 7.4.2 following, a Message Station Equipment Recovery Charge as set forth in 7.4.3 following may be applicable.

(Issued under Transmittal No. 1103)

Issued: August 18, 2010

Effective: September 2, 2010

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

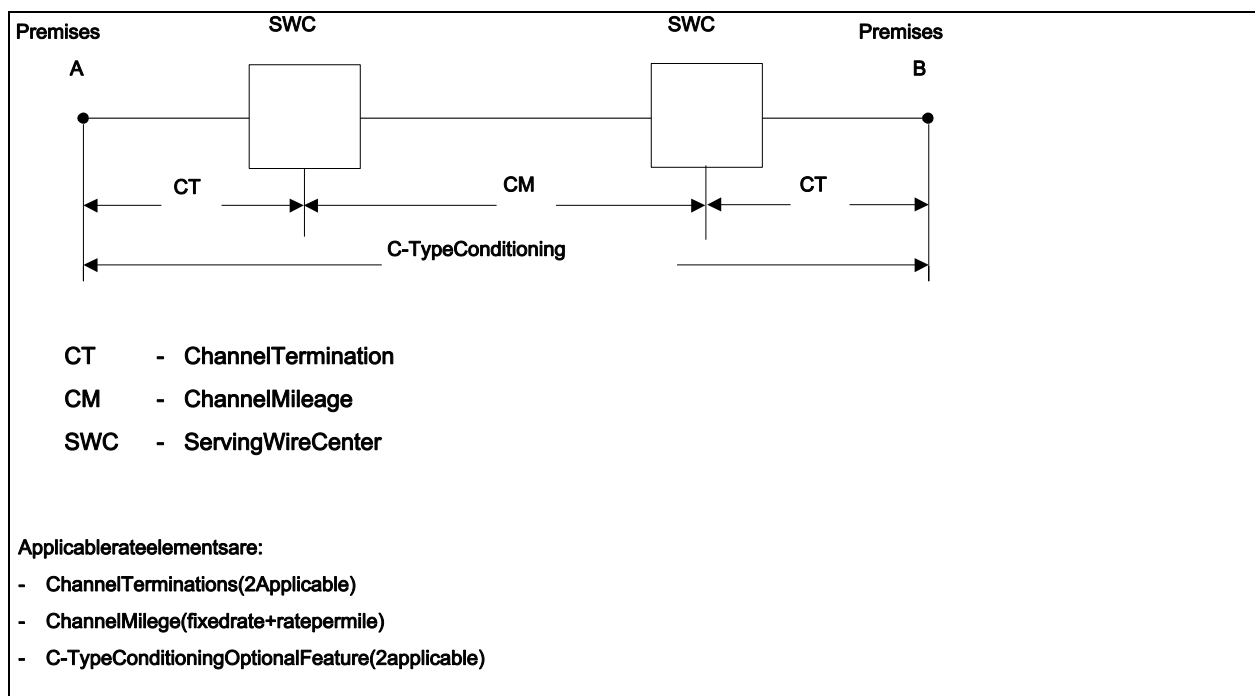
(T)

(T)

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 customer designated premises located 15 miles apart. The service is provided with C-Type Conditioning.



(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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). 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 are:

- Channel Terminations (one per customer designated premises)
- Channel Mileage (as applicable between each designated customer premises and the Hub and between Hubs)
- 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.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

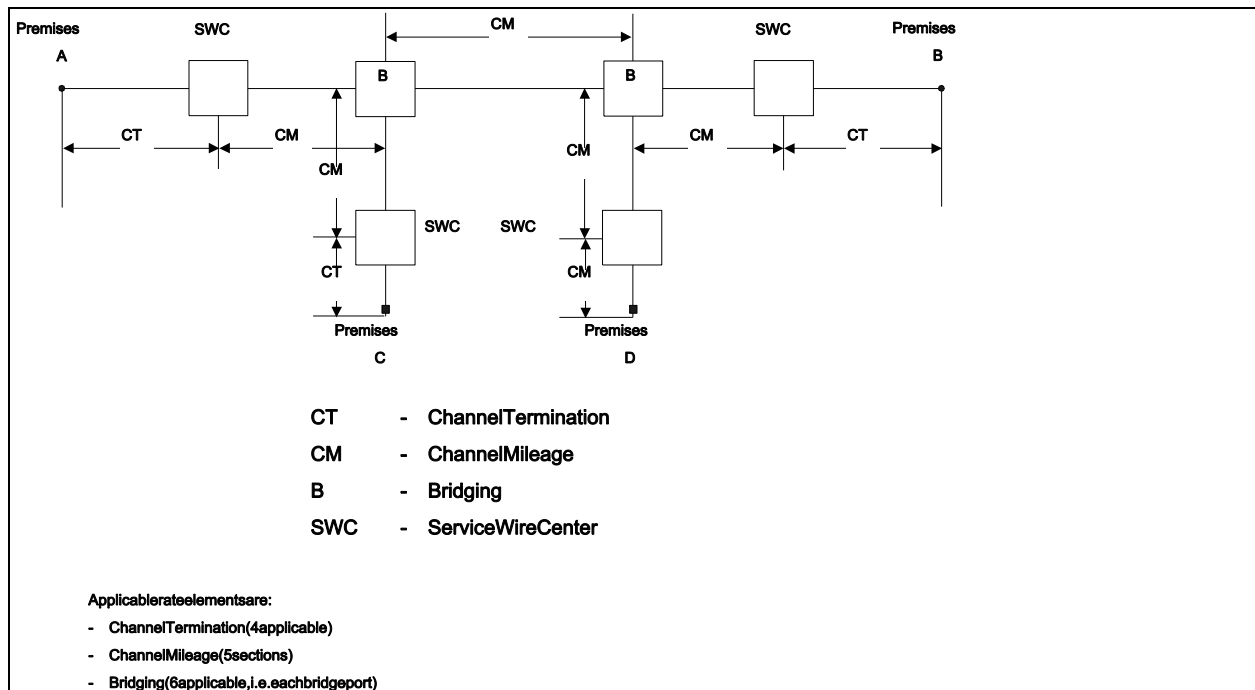
Effective: April 28, 2001

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

ACCESS SERVICE

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 customer premises via two customer specified bridging hubs.



(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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., Channel Terminations, Channel Mileage [as applicable] and Optional Features [if any]).

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.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

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 (i.e., Metallic, Telegraph, Program Audio, and Video) 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.)

(Issued under Transmittal No. 1259)

Issued: January 7, 2014

Effective: January 22, 2014

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

(T)
(T)

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.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

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

EXHIBIT 22

Verizon Tariff F.C.C. No. 1, Section 7.2.13,
Facilities Management Service#

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service#

(T)

- # Effective May 1, 2009, requests for new FMS plans are no longer accepted. (N)
The Telephone Company will continue to provide service pursuant to this
Section 7.2.13 on any existing FMS plans for only those ACNAs and LATAs
where such FMS plans are in service as of April 30, 2009 (Existing FMS),
subject to the following conditions:
- a. The Telephone Company will provide Existing FMS until the expiration date
of the customer's current term plan commitment period, including any
applicable extension period provided under (c) following, at which time
Existing FMS shall be converted as specified in Section (b) following.
Individual circuits may be added, changed or disconnected throughout the
current commitment period, including any applicable extension period
provided under (c) following. For any customer, including any
affiliates, with Existing FMS under multiple term plans with different
expiration dates (for different LATAs), the customer may either (i)
continue with the existing expiration dates or (ii) select one of the
expiration dates to be applicable to all of the Existing FMS term plans.
The customer must provide the Telephone Company with written notification
of its choice by no later than July 15, 2009.
- b. Customers who wish to convert Existing FMS to standard Telephone Company
provided Special Access Service, shall specify, at least three (3) months
prior to the expiration date of the Existing FMS commitment period, any
then effective Month-to-Month, discount or term plan available for
Switched Access Service in this tariff, to be effective upon expiration
of the commitment period or extension, as applicable. In the
alternative: (i) customers who also subscribe to Commitment Discount Plan
(CDP) or National Discount Plan (NDP) may take no action, and upon
expiration of the Existing FMS commitment period or extension, as
applicable, the Telephone Company will convert the Existing FMS to
Special Access Service provided under CDP or NDP, as applicable; or (ii)
non-CDP/non-NDP subscribers may take no action, and upon expiration of
the Existing FMS commitment period or extension, as applicable, the
Telephone Company will convert the Existing FMS to Special Access Service
provided under the Month-to-Month, discount or term plan applicable to
the secondary premises of the circuit, with any remaining FMS without
billable rate elements under FMS converted to Special Access Service
provided on a Month-to-Month basis.
- c. For customers who wish to convert Existing FMS to standard Telephone
Company provided Special Access Service as specified in Section (b)
preceding, the Telephone Company will provide up to twelve (12)
additional months under any Existing FMS plan for network optimization
provided the customer sends written notification, setting forth how many
additional months they want for an extension, to the Telephone Company by
not later than three (3) months prior to the expiration date of the
Existing FMS plan commitment period. The customer may request service
rearrangements and/or coordinated reterminations during such extension.
In accordance with Section 7.2.13(D) (15), Service Rearrangement
nonrecurring charges and Coordinated Retermination nonrecurring charges
for Existing FMS will not apply during the requested extension. Existing
FMS term plan monthly rates will apply to all circuits until the
conversion of Existing FMS to standard Telephone Company provided Special
Access Service is complete. (N)

Certain material previously found on this page can now be found on Original
Page 7-85.1.

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(A) General (Cont'd)

(M)

Facilities Management Service (FMS) is a service option that provides for Telephone Company management of engineering and design of a customer's special access network from the customer's designated "primary premises" location(s) to Serving Wire Centers of secondary locations within the same LATA. Connection to the secondary location may be direct or through a Telephone Company location where multiplexing to a higher capacity service of a non-FMS customer occurs. With FMS, the Telephone Company assumes responsibility for the routing of the customer's dedicated circuits over the Telephone Company Special Access Network in order to maximize network efficiencies and to optimize economic efficiencies.

(B) Definitions

Entrance Facility: the facilities between a customer's network interface at its primary premises and its Serving Wire Center.

DS0 Equivalency: a DS0 channel is the basic building block for high capacity digital services.

8,064 DSOs = 1 STS12

2,016 DSOs = 1 STS3

672 DSOs = 1 DS3 or 1 STS1

24 DSOs = 1 DS1

1 DSO = 1 Voice Grade, or DDS channel

Network Interface: the interface point at a customer's premises where connection is made between the FMS network and the customer's network. FMS network interfaces are DS1, DS3 optical and electrical, and IEF STS1, OC3, OC12 and OC48.

Primary Premises: A location designated by the customer where an FMS circuit/channel is either originated or terminated; only one end of the circuit can be designated a Primary Premises. Additionally, a primary premises must meet the criteria for one of the following two types described below:

(M)

Service availability limited. See # footnote on Page 7-85.

(N)

Certain material on this page formerly appeared on 1st Revise Page 7-85.

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(B) Definitions (Cont'd)

Type 1: a location with an entrance facility of a minimum of 672 Special and/or Switched Access working DS0 equivalent channels and a DS3, STS1, OC3, OC12, or OC48 network interface, or one with Collocated Interconnection DS3 Cross-connect Service and a DS3 network interface

Type 2: a location with Collocated Interconnection DS1 Cross-connect Service and a DS1 network interface, or one with an entrance facility of a minimum of 144 Special and/or Switched Access working DS0 equivalent channels and a DS1 network interface.

Secondary Premises: customer location other than a primary premises; (e.g., a customer's end user premises). Secondary premises are not included as part of the customer's FMS. Connection to a secondary premises may be direct or through a Telephone Company location where service is multiplexed on to a facility of a non-FMS customer. When the secondary premises of the non-FMS customer utilizes IntelliLight® Dedicated SONET Ring (DSR) as set forth in Section 23.1 following, the associated port on the DSR node will be billed to the FMS customer. The port on the DSR node allows for lower capacity service to be added to, or dropped from, the high capacity dedicated ring.

(C) Service Description

With FMS, Voice Grade, Digital Data, High Capacity and IntelliLight Entrance Facilities (IEF) Special Access services are provided to the customer over discrete channels. The Telephone Company will engineer the service from the FMS entrance facility of the customer's designated primary premises to the Wire Center associated with the secondary premises over its own Special Access network. The wire center associated with the secondary premises may be the wire center serving the secondary premises, the wire center where the Special Access Service will be added to the DSR node of a non-FMS customer, or a Telephone Company Hub where service is multiplexed on to a higher capacity facility of a non-FMS customer. The channel routing to the serving wire center, DSR node or Hub, as applicable, may not be designated by the customer as it is for most Telephone Company regular Special Access High Capacity Services (see Section 5.2).

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(C) Service Description (Cont'd)

Facilities Management Service is an alternative to the customer's self-management of its network of standard special access channel services, and will therefore be rated discretely. See Section 7.5.18.

- (1) FMS is available in all LATAs, and is provided on a LATA basis. FMS IEF service is provided where SONET facilities are available as described in 7.2.14(C) (2) (b).
- (2) FMS is provided on a month-to-month basis or, at the option of the customer, under a three-year or five-year term plan. The minimum period for FMS when provided on a month-to-month basis is one year. The minimum billing for individual channels within the FMS network is one month. However, FMS IEF channel terminations are only available for either a three or five-year term plan.
- (3) FMS is available to any customer that meets the following minimum requirements:
 - (a) The customer must have at least one primary premises as defined in 7.2.13(B) preceding, within the LATA.
 - (b) All of a customer's primary premises and the associated Voice Grade, DDS, High Capacity and IEF services must be included in the FMS plan for that LATA.
 - (c) All Primary Premises in the plan must be of the same type.

(D) Terms and Conditions

The following terms and conditions apply to FMS:

- (1) The customer will designate in the initial FMS order: the LATA, type of primary premises, and the term period. Only one FMS commitment period or plan is allowed per LATA.
- (2) The customer must maintain a minimum of one primary premises for the entire plan term.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)(D) Terms and Conditions (Cont'd)

(3) When a FMS Term Plan is selected, the customer must maintain an annual minimum of 90% of the initial commitment of DS0 equivalent service for the duration of the term plan.

(a) The Company will annually, on the anniversary date of the term plan, calculate the average quantity of DS0 equivalent services for the previous 12 months (including any DS0 equivalent services that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.9.3 preceding).

(N)
|
(N)

(b) When the annual average number of services falls below the commitment level, the customer has the following options:

(i) Buy down the commitment level by paying termination liability, as assessed in 7.2.13(F), on the shortfall between the commitment level and the previous 12 month average. The monthly charge for the discontinued portion of the service is equal to the number of services below the commitment level multiplied by the customer's average DS0 rate based on the previous 12 months of billing.

or

(ii) Retain the original commitment level and pay 12 months of charges for the DS0 equivalent shortfall using the customer's average DS0 rate based on the previous 12 months billing.

(c) If the FMS Term Plans in multiple LATAs share a common expiration date and the same type of Primary Premises then the associated commitment level will be aggregated to a single total. Fulfillment of the commitment level will be determined as stated in 7.2.13(D) (3) (a) preceding; however, the calculation will be on the aggregate level for all eligible LATAs.

Service availability limited. See # footnote on Page 7-85.

(Issued under Transmittal No. 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)(D) Terms and Conditions (Cont'd)

- (4) The customer will provide a DS1, DS3 or STS1 electrical, a DS3 optical, or an OC3, OC12, or an OC48 optical network interface at each primary premises.
- (5) The FMS customer, when ordering Voice Grade, DDS, High Capacity and IEF services, will specify the type of service, the VT mapping for an STS1 channel termination, and will indicate the starting point or primary premises and the location of the secondary premises.
- (6) The Company will provide the same service intervals and quality standards for services in an FMS plan as for the standard Special Access services.
- (7) In any jurisdiction where switched access FMS is not available, and both switched and special access terminate at the same primary premises, the Company will use a switched access offset in the determination of the proper rate band of FMS Channel Termination charges. This offset will be calculated by including up to 75% of the Feature Group B and D trunks in the DS0 equivalency total.
- (8) FMS is not applicable to the following services and service options:
 - (a) IntelliMux®
 - (b) services in other rate plans such as Term Pricing, Federal Communications Access Services or Rate Stability plans.
 - (c) central office multiplexing, e.g., voice to telegraph, DS1 to DS0, DS0 to subrates.
 - (d) Automatic Loop Transfer
 - (e) Transfer Arrangement
 - (f) Metallic, Telegraph, WATS, Program Audio, Video and Lightwave Special Access Services (D)
 - (g) Secondary Premises or End User Channel Terminations
 - (h) Shared Network Arrangement (Exception: see (9) following).

Service availability limited. See # footnote on Page 7-85.

(Issued under Transmittal No. 1259)

Issued: January 7, 2014

Effective: January 22, 2014

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd) (T)

(D) Terms and Conditions (Cont'd)

(8) (Cont'd)

- (i) Verizon Dedicated SONET Ring (DSR), IntelliLight Shared Assurance Network (ISAN), and IntelliLight Shared Single Path (ISSP)
 - (j) IntelliLight Broadband Transport (IBT), except when non-multiplexed and associated with an IntelliLight Entrance Facility (IEF)
- (9) Shared Network Arrangements (SNAs) are not allowed under FMS, except for services connected to secondary premises over a higher capacity facility of a non-FMS customer. A FMS customer whose network contains other SNAs must choose one of the 2 options following:

(a) SNA Transition Period

The customer is allowed a transition period of one year, beginning with the effective date of the FMS application for service, in which to convert embedded base Shared Network Arrangements (SNAs). No new SNAs will be established once an FMS application for service becomes effective.

The embedded base of SNA services will not be included in the DSO calculation to determine the customer's FMS Rate Band for billing of Primary Premises Channel Terminations. However, these SNA services will be billed at the FMS rates as identified for the other standard FMS circuits.

The customer must remove all SNAs from their account prior to the end of the one-year transition period. The Company will notify the customer 60 days prior to the end of the transition period of any SNA services that remain on the customer's account. Failure to eliminate the SNAs will result in termination of service with termination liability charges.

Service availability limited. See # footnote on Page 7-85. (N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(9) (Cont'd)

(b) Virtual SNA Billing Option

The Virtual SNA Billing Option provides a billing solution so the customer may avoid the expense of physically moving these shared circuit arrangements onto separate circuit facilities. The Virtual SNA Billing option will produce a bill for the embedded SNAs that closely approximates the recurring monthly charges the customer would incur if the SNAs were converted to physically separate non-FMS facilities.

If the customer selects this option, the Telephone Company will first produce an inventory of SNA circuits that are terminating at each of the customer's point of termination locations. Second, the Telephone Company will develop a count of DS3 channel terminations or Collocated Cross-Connects and 3/1 multiplexers that would be required at each point of termination to serve these SNA circuits. The Telephone Company then will price these facilities by using five-year term rates specified in Section 7.5.9 following. The result of this pricing exercise will be a replication of access facility charges that the customer would incur if a separate network were to be established specifically to serve these SNA circuits.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(9) (Cont'd)

(b) Virtual SNA Billing Option (Cont'd)

The charges developed from the process described above will be billed monthly for a period of one year. Sixty (60) days prior to the end of this billing period, a new inventory will be conducted that will result in new Virtual SNA Billing Option charge to be billed through the next year of the customer's FMS term plan. This process will continue until the FMS plan is terminated, or until the customer physically removes the SNA circuits from FMS facilities.

- (10) The customer may also order Alternate Serving Wire Center (ASWC) and IntelliLight® Shared Dual Path (ISDP) as service options for FMS service. ASWC and ISDP are described in Sections 7.2.9(D) (7) and 7.2.14(C) (2), respectively.

When ordering either optional service, ASWC or ISDP, the term period for the optional service must match that of the FMS plan. The optional service plan is always assigned the same contract date as the FMS service. The full rates and charges as specified in Sections 7.5.9(C) (5) and 7.25.20 apply for ASWC and ISDP, respectively.

- (11) When service is provided under a Shared Network Arrangement as set forth in (9) preceding, all rates and charges applicable to the service user for the type of arrangement involved will apply.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

- (11) FMS pricing is applicable to channel terminations or Collocated Interconnection Cross-Connect Service and SPOT Bay Frame and Terminations, which are described in Section 19 following, at the primary premises and the associated channel mileage, multiplexing, installation and maintenance services. (See Note below.)

FMS IEF channel terminations are associated with normal FMS DS3 mileage and multiplexing. The FMS rates for these service elements are not available for services in other plans (month-to-month or term) as stated in 7.2.13(D) (9) (b). All other channel terminations, features and functions are priced and ordered from the standard special access offerings. The FMS recurring monthly rates consist of the following rate elements:

(a) Primary Premises Channel Termination

The DS0 equivalent channel termination will cover primary premises entrance facilities, including the interface.

FMS IEF DS0 equivalent channel terminations are available in rate bands of DS3 equivalency after the third rate band and a minimum of 2016 DS0 channel terminations have been purchased. The DS0 channel terminations at a DS3 network interface are available in rate bands of DS3 equivalency. DS0 channel terminations at a DS1 entrance facility are available on a per DS0 basis after the initial minimum is met.

(b) Primary Premises Cross-Connect

The cross-connect will cover primary premises entrance facilities. Both Physical and Virtual Collocated Cross-Connect Service and Physical Collocated SPOT Bay Frame and Terminations are available. For DS3 Primary Premises Cross-Connects, a minimum order of 672 is required. For DS1 Primary Premises Cross-Connects, a minimum of 144 DS0s is required.

Service availability limited. See # footnote on Page 7-85.

(N)

Note: See Section 19 following for further information.

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(11) (Cont'd)

(c) Channel Mileage

Channel mileage for FMS is measured as if each circuit is provisioned on a point-to-point basis between the serving wire center associated with the primary premises and the wire center (serving wire center or hub, as applicable) associated with the secondary location involved. Both fixed and per-mile mileage rate elements apply at DS0 equivalency for either rating method. FMS channel mileage applies as follows:

DS1 channel mileage applies when the primary premises interface is DS1, and the signal rate to the secondary location is DS1 or less.

Basic DS3/STS1 channel mileage applies when the interface at the primary premises is DS3 or STS1 and the signal rate to the secondary premises is less than a DS3 or STS1, respectively. Direct DS3/STS1 channel mileage applies when the interface at the primary premises is DS3 or STS1 and the signal rate to the secondary location is DS3 or STS1, respectively.

OC3 channel mileage applies when the primary premises interface is an IEF OC3 or an IEF OC12 and the signal rate to the secondary location is OC3.

OC12 channel mileage applies when the primary premises has an IEF OC12 interface and the signal rate to the secondary location is OC12.

DS1, Basic DS3/STS1, and Direct DS3/STS1 channel mileage are available in month-to-month, 3-year and 5-year terms. OC3 and OC12 channel mileage are only available in 3 and 5-year term plans.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(11) (Cont'd)

(d) Multiplexing

Multiplexing is charged on a DS0 equivalency basis. STS1 and DS3 to DS1 and DS1 to DS0 equivalent multiplexing (STS1/DS1, DS3/DS1 and DS1/DS0, respectively) are available. DS3/STS1 to DS1 multiplexing is applicable to all DS0 equivalent channels that terminate to a Primary Premises and meet Type 1 criteria as described in Section (B) preceding.

(e) Administration Fee

This charge covers network administration and is assessed per DS0 equivalent channel.

(12) The only nonrecurring charges applicable to FMS plan services are those special construction charges that may be applicable with building of entrance facilities and changes in network interfaces.

(13) When a customer converts to a FMS Term Plan, termination liability for a service under another plan is forgiven. Additionally, "Time-In Service Credits" (TISCs) will be given for any Rate Stability Payment Plan (RSPP) or Term Pricing Plan (TPP) with a 2-year or greater commitment period converted to FMS. TISCs can be used to buy down termination liability.

(a) One TISC is given for each month per DS0 equivalent channel provisioned on the former RSPP service. Maximum allowable time-in service credit cannot exceed 60 months for any converted RSPP or TPP. For example, at FMS conversion, a customer with a DS3 3-year RSPP that has been in service for the past 30 months with 480 of the 672 available channels provisioned will be assigned 14,400 TISCs.

Service availability limited. See # footnote on Page 7-85.

(N)

(This page filed under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(13) (Cont'd)

(b) One TISC can be used to offset or buy down 1 month of termination liability per equivalent DS0.

(c) Twelve (12) TISCs can be used to offset one FMS channel service below the minimum commitment level for a year.

(14) The FMS customer must notify the Company in writing no later than three months prior to a desired change in service regarding renewal, discontinuance, or conversion.

(a) When the customer opts to renew for either a 3 or 5 year term plan, the commitment level of the renewed plan will be equal to the number of DS0 equivalent services that are actually in service as of the date of renewal.

(b) When a notice of discontinuance is received three months prior to expiration date, the Company, upon request, will work with the customer to design a dedicated special access network to support the customer's traffic.

Standard Special Access rates (basic or term) will apply when the channel services are converted. FMS rates will apply to that portion that is not converted until network reconfiguration is complete.

(c) When notice is not received within three months of expiration date, the expiring FMS Term Plan will be renewed. The commitment level of the renewed plan will be equal to the number of DS0 equivalent services that are actually in service as of the date of renewal. The renewed plan will also have a commitment period equal to that of the expiring plan and the plan will be considered new. The renewed plan will be effective no later than the second bill period following the date of renewal. Billing based on the expiring plan and the expiring commitment level will continue until the renewed plan is in effect.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(D) Terms and Conditions (Cont'd)

(14) (c) (Cont'd)

If, within the first 60 days of the date of renewal, the customer elects to cancel the renewed plan, discontinue the FMS Term Plan or convert its FMS services to standard Switched Access Services, termination liability will not apply to make such a change.

(15) When the customer elects to discontinue FMS and to establish a new network arrangement, no nonrecurring charges will apply except for the following:

(a) Installation nonrecurring charges will apply for the establishment of any new channel terminations.

(b) Nonrecurring charges will apply for the addition of any new optional feature or function.

(E) FMS Term Plan Termination Without Liability

(1) Termination liability does not apply when cancellation of an FMS term plan occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase that is greater than eight percent on any rate applicable to FMS. (Effective December 7, 1999, existing FMS customers may cancel their FMS term plans without liability by notifying the Telephone Company of their intent to cancel no later than January 6, 2000.)

(2) Termination liability will not apply when the plan is cancelled or converted within the first sixty (60) days following renewal of the plan under (D) (14) (c) preceding.

(3) A request to change to a longer FMS commitment period will nullify the current termination liability. Term liability associated with the new plan will apply.

(4) Termination liability will not be charged if a customer changes from a FMS Term Plan, in its entirety, to another Bell Atlantic term plan as long as all of the following requirements are met:

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service# (Cont'd)

(T)

(E) FMS Term Plan Termination Without Liability (Cont'd)

(4) (Cont'd)

- (a) FMS has been in service for a minimum of 12 months.
- (b) The quantity of DS0 equivalent channel terminations in the new plan is equal to, or greater than, 90% of the existing FMS primary premises channel terminations or 90% of the original commitment level of FMS primary premises channel terminations, whichever is greater.
- (c) The commitment period for the new term plan is of equal or greater length than the time remaining in the FMS plan period.

(F) FMS Term Plan Termination Liability

- (1) Termination liability is applicable when FMS is discontinued prior to the end of the selected plan period, except as set forth in 7.2.13(E) preceding.
- (2) Termination liability will be computed as follows:
 - (a) If discontinued within the first year, the customer will be liable for 100% of the total monthly FMS charges for the unexpired portion of the initial 12 months, plus 20% of the total monthly charges for the unexpired portion of the commitment plan period in excess of 12 months.
 - (b) If service is discontinued after the first 12 months of a plan period but prior to the end of the selected plan period, the termination liability is equal to 20% of the total monthly charges for the unexpired portion of the plan period.
 - (c) The total monthly FMS charges used to calculate the termination liability will be equal to the total FMS monthly recurring charges billable on the date of discontinuance.

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.13 Facilities Management Service (Cont'd)(G) Subscription to National Discount Plan

(N)

During the time that the customer is subscribed to an FMS Term Plan, the customer may concurrently subscribe to a National Discount Plan (NDP) in accordance with Section 25.3 following.

|
|
|
|
(N)

(Issued under Transmittal No. 811)

Issued: May 25, 2007

Effective: June 9, 2007

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

EXHIBIT 23

Verizon Tariff F.C.C. No. 1, at § 21.22(E)(2)(e)(1);
§ 21.24(E)(2)(e)(1); § 21.56(E)(2)(c)(2); §
21.57(I)(3); § 21.57(Q)(4)

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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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)

(x)

(N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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**);
- (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
- (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
- (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)
(x)
(x)(x)
(x)
(x)
(x)(x)
(x)
(x)
(x)
(x)
(x)(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.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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 than 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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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 Tariff F.C.C. No. 11 shall be combined together to form one Commitment Level, allowing the Telephone Company to manage FMS as a single plan across both tariffs. Commitment Levels for FMS are 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 Tariff F.C.C. No. 11. This combined Commitment Level shall be the 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 6.2.12(E) (4) (b) and 7.2.16(E) (4) (b) of the Telephone Company's Tariff F.C.C. No. 11.

(x)
(x)
(x)
(x)
(x)
(x)
(x)
(x)
(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 Tariff F.C.C. No. 11.

(x)
(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

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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.

- (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 through merger, transfer, assignment, or acquisition.
- (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).

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communication Commission.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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)

(N)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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

ACCESS SERVICE

test

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 (C)
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 (C)
(\$10M) of Qualifying Services from Verizon Delaware LLC during the (C)
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:

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).

(Issued under Transmittal No. 773)

Issued: February 5, 2007

Effective: February 20, 2007

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)

(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.

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.

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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
	144.00 – 146.62	\$0.0	\$4.2	\$4.9	\$5.6	\$6.3	\$7.0	\$7.7
	146.63 – 149.24	\$0.0	\$5.5	\$6.2	\$6.9	\$7.6	\$8.3	\$9.0
	149.25 – 151.87	\$0.0	\$6.8	\$7.5	\$8.2	\$8.9	\$9.6	\$10.3
	151.88 – 154.49	\$0.0	\$8.1	\$8.8	\$9.5	\$10.2	\$10.9	\$11.6
	154.50 – 157.12	\$0.0	\$9.4	\$10.1	\$10.8	\$11.5	\$12.2	\$12.9
	157.13 – 159.74	\$0.0	\$10.7	\$11.4	\$12.1	\$12.8	\$13.5	\$14.2
	159.75 – 162.37	\$0.0	\$12.1	\$12.8	\$13.5	\$14.2	\$14.9	\$15.6
	162.38 – 165.00	\$0.0	\$13.4	\$14.1	\$14.8	\$15.5	\$16.2	\$16.9

* 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.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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 (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)

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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.

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.

(N)

(x)

(x)

(x)

(x)

(x)

(x)

(N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission.

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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)

(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 Tariff Option(s) under the Tariffs; 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 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)

(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 05-001 of the Federal Communications Commission

(Issued under Transmittal No. 541)

Issued: February 2, 2005

Effective: February 17, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.24 Contract Tariff Option 23 (Cont'd)

(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.

(N)

(x)
(x)
(x)
(x)
(x)(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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
- (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)
(x)
(x)
(x)
(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)
(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)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission.

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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
- (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.

(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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.
- (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).

(x)
(x)
(x)

(N)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communication Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.24 Contract Tariff Option 23 (Cont'd)

(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)

(N)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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 DSIs, 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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.24 Contract Tariff Option 23 (Cont'd)

(E) Terms and Conditions (Cont'd)

(2) Calculation of TBR and Billing Credit (Cont'd)

(b) (Cont'd)

	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.

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

Issued: March 18, 2005

Effective: April 2, 2005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.24 Contract Tariff Option 23 (Cont'd)

(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.

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.

(N)

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

(x) Issued under authority of Special Permission No. 05-015 of the Federal Communications Commission

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 549)

Issued: March 18, 2005

Effective: April 2, 2005

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

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.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

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.
- (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.

(x)

(N)

(x) Issued under authority of Special Permission No. 09-003 of the Federal Communications Commission.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

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.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

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)

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

ACCESS SERVICE

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.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

ACCESS SERVICE

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.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

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 customer shall forfeit all future Billing Credits under this Option 55 and Option 53 of FCC 11, including any due to the customer for the partial ensuing billing credit period that have not be applied to the customer's account. (x)
- (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. (x)

(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.

(Issued Under Transmittal No. 989)

Issued: February 9, 2009

Effective: February 24, 2009

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

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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.
- (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)

(x)
(x)(x)
|
(x)

(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
1300 I Street, NW, Washington, D.C. 20005

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 collocater 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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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.
- (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)

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)
- (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. (x)
(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)(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.

(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			

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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	1VXG
ABVBA	B2CDP	B2CDV	B2CEP	B2CEV	B2CFP	BXCQX
C2X8A	CCO	DVA	EQUA3	EQUA5	EQUA7	EQUB3
EQUB5	EQUB7	EQUC3	EQUC5	EQUC7	EQUOD3	EQUOD5
EQUOD7	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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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	EQUJ3	EQUJ5	EQUJ7	EQUJ9
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	TNWZ3	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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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 of FCC 11, Section 5 of FCC 14, or Section 7 of FCC 16 to (i) 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.

(x)
(x)(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 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. 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) 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.

(x)
|
(x)

(x)

(N) (x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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

<u>Plan Year</u>	<u>Discount</u>
1	10.4264%
2	15.0041%
3	19.5311%
4	24.0126%
5	28.2510%

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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 and FCC 16 for the months of August 2008, September 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 and FCC 16 for the months of August 2008, September 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**).

(x)
(x)(x)
(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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 and FCC 16 for the months of August 2008, September 2008, and October 2008 (**IEF DS3 Revenue**).

(x)
(x)

(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 months of August 2008, September 2008, and October 2008 (**PTP DS3 Units**).

(x)

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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

<u>Plan Year</u>	<u>Discount</u>
1	23.3169%
2	24.9144%
3	26.5144%
4	28.2266%
5	30.2200%

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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 ($\$168,350 \times 50.17\%$).
- 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 [$\$3,157.70 \times (1 - .233169)$]. The Flat Rate per Billed PTP DS3 Unit in Plan Years 2-5 is calculated using the applicable discount from Table 2 preceding.

(N)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)
- (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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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**).

(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**).

(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**).

(N)

(x)

(x)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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

<u>Plan Year</u>	<u>Discount</u>
1	12.9005%
2	14.1864%
3	15.4526%
4	16.7016%
5	17.9302%

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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 [$\$1,810.04 \times (1 - .129005)$]. The Flat Rate per Multiplexed DS3 Unit in Plan Years 2-5 is calculated using the applicable discount from Table 3 preceding.

(N)

(N)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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 [$\$83,325,000 - (303,000 \times \$246.33)$].

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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, and Option 28 of FCC 14. The Maximum Annual Grooms for Plan Year 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)
(x)

(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 for such Customer ACNAs.

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(x)

(N) (x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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 of FCC 14 for any reason, the review/true-up requirements shall 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 collectively shall not be greater than the TISC available under the terms of the applicable Existing Plan.

(x)

(x)

(x)

(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, 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, which collectively shall not be greater than the TISC available under the terms of the applicable Existing Plan.

(x)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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 Option 28 of FCC 14 in accordance with (M)(2)(c) and (M)(4) following.

(x)
(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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.

(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.

(N)

(x)

(x)

(N) (x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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:
 $(3,000 \div 3 = 1,000) \div (600,000 \div 3 = 200,000) = .5\%$.

(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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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 Option 28 of FCC 14.

(x)
(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 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 Option 28 of FCC 14.

(x)

(x)
(N) (x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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:

(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.

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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.

(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)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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)

(x)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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: $(3,000 \div 3 = 1,000) \div (600,000 \div 3 = 200,000) = .5\%$.

(N)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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.

(N)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

21. Contract Tariffs (Cont'd)21.57 Contract Tariff Option 56 (Cont'd)

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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 Option 28 of FCC 14 as described in (b) and (c) preceding, then the Telephone Company shall adjust the Initial Watermarks set forth in (F) preceding as follows:

(x)
(x)

(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)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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. 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.

(x)

(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 FCC 14. Upon such termination, the customer shall be entitled to 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.

(x)

(x)

(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
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

ACCESS SERVICE

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)

(Issued under Transmittal No. 1011)

Issued: May 8, 2009

Effective: May 23, 2009

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

EXHIBIT 24

Verizon Tariff F.C.C. No. 11, Section 7.1.2,
Rate Categories

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination (described in 7.1.2(A) following). When the Special Access Service is connected to an Expanded Interconnection multiplexing node or virtual collocation arrangement in the states of New York and Connecticut, an OCT POT Bay Termination and an OCT Cable and Frame Termination (described in Section 28. following) also apply for connection(s) to a multiplexing node and a VOCT Access Charge (described in Section 28. following) also applies for connection(s) to a virtual collocation arrangement.
- Channel Mileage (described in 7.1.2(B) following)
- Optional Features and Functions or BSEs (described in 7.1.2(C) following)

Additionally, ports and nodes may also apply to Special Access DSR as set forth in Section 34.1 following. Rates and charges for Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders as set forth in Section 35.2 following. Rates and charges for point to point SONET service ports also apply to connect a Special Access 44.736 Mbps Service to a DS3 Transmux Port as set forth in Section 35.4 following. (D)

Rates and charges for Special Access Services are found in Sections 30 and 31 following. Section 30 contains price banded rates and charges for services which are served from a wire center in a qualifying Metropolitan Statistical Area (MSA) which has achieved Phase II pricing relief as described in Section 15.3 following. Section 31 contains rates and charges for all non-price banded rate elements and for services that are served from a non-qualifying are switched as described in 7.2.5 and 7.2.14 following.

(TR 1131)

Issued: February 2, 2011

Effective: February 17, 2011

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)

(A) Channel Termination

The Channel Termination rate element is divided into three categories, Standard Channel Termination, Office Channel Termination Cross Connect and Virtual Office Channel Termination (VOCT). In the states of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination (described in Section 28. following) also apply for connection(s) to a multiplexing node and a VOCT Access Charge (described in Section 28. following) also applies for connection(s) to a virtual collocation arrangement.

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. (T)

The Standard Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises or for the communications path within a building which connects a customer's facilities with a customer designated premises without routing through the serving wire center.

The Office Channel Termination Cross Connect rate category provides for the communications path between customer provided fiber optic or microwave facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination (described in Section 28 following) also apply. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 following, an Office Channel Termination applies at each physical collocation arrangement involved in the DTS arrangement. (See note below.)

Note: See Section 28 for further information.

(TR 640)

Issued: November 14, 2005

Effective: November 29, 2005

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)(A) Channel Termination

The Virtual Office Channel Termination rate category provides for the communications path between customer provided fiber optic facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, a VOCT Access Charge (described in Section 28. following) also applies. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 following, a Virtual Office Channel Termination applies at each virtual collocation arrangement involved in the DTS arrangement.

Included as part of the Standard Channel Termination, Office Channel Termination Cross Connect or Virtual Office 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 either an optional feature or a BSE as set forth in (C) following

Certain regulations previously found on this page can now be found on
Original Page 7-10

(TR 99)

Issued: September 28, 2001

Effective: October 13, 2001

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)(A) Channel Termination (Cont'd)

- (1) One Standard Channel Termination applies per channel terminated at each customer designated premises.

The Standard Channel Termination rate element will apply for all Telephone Company Access connections except for:

(T)

- High Capacity or NYNEX Enterprise Services utilizing an Expanded Interconnection multiplexing node or virtual collocation arrangement, or (T)
- High Capacity 1.544 Mbps Service derived from a DS3 Premises Multiplexer located at the customer designated premises, as further described in Section 7.2.9(D)(8) following. (N)

A Standard Channel Termination monthly rate will apply even when the customer designated premises and the serving wire center are located in the same Telephone Company building unless the customer establishes an Expanded Interconnection multiplexing node or virtual collocation arrangement, in which case the rates and charges set forth in (2) following will apply.

- (2) An Office Channel Termination (OCT) Cross Connect will apply in lieu of the Standard Channel Termination for each High Capacity FMS, LES or NYNEX Enterprise Service channel terminated at an Expanded Interconnection multiplexing node. In addition, an OCT Termination Charge applies for each Office Channel Termination cross-connected to either a Telephone Company-provided POT Bay or a customer-provided, Telephone Company-maintained POT Bay at an Expanded Interconnection multiplexing node. The OCT Termination Charge applies in all states except the states of New York and Connecticut. (See note below.)

Note: See Section 28 for further information.

(TR 1103)

Issued: August 18, 2010

Effective: September 2, 2010

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)(A) Channel Termination (Cont'd)

(2) (Cont'd)

A Virtual Office Channel Termination (VOCT) will apply in lieu of the Standard Channel Termination for each High Capacity or NYNEX Enterprise Service channel terminated at a virtual collocation arrangement.

(T)
(M)

In the state of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination as described in Section 28. following also apply for connection(s) to a multiplexing node and a VOCT Access Charge as described in Section 28. following also applies for connection(s) to a virtual collocation arrangement. (See note below.)

(M) (C)

Note: See Section 28 for further information.

(N)

Certain regulations currently appearing on this page previously appeared on Original Page 7-11.

(TR 412)

Issued: February 2, 2004

Effective: February 17, 2004

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

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 provides for the transmission facilities:

- (i) between the serving wire centers associated with two customer designated premises;
- (ii) between a serving wire center associated with an end user premises and a WATS Serving Office (WSO), a Network Controller location or a Telephone Company Hub*;
- (iii) between the serving wire center associated with a customer designated premises and a wire center where connection to an advanced data service occurs;
- (iv) between the serving wire center associated with a customer designated premises and an Expanded Interconnection multiplexing node or virtual collocation arrangement;
- (v) between an Expanded Interconnection multiplexing node or a virtual collocation arrangement and a Telephone Company multiplexing Hub, grooming Hub or Frame Relay Service Hub; or
- (vi) between two Telephone Company Hubs*, except when Frame Relay Service provides the transport between the Hubs.

The Channel Mileage rate category also provides for the dedicated ring facilities between devices (nodes, high speed interfaces, or amplifiers) on a DSR or IOTS as set forth in Section 34.1 or 7.2.19 following, respectively. Channel Mileage is portrayed in mileage bands. Except as specified otherwise under the description and rates and charges for a service, there are two rates that apply for each band, i.e., a fixed rate per band and a rate per mile. (T) (T)

When the wire centers involved are located within different price density zones (pricing zones) or different price bands, the rates and charges applicable to the channel mileage element will be the rates and charges for the higher pricing zone or pricing band, as applicable. For example, pricing zone 3 rates and charges apply if one wire center is within pricing zone 2 and one wire center is within pricing zone 3 or price band 5 rates and charges apply if one wire center is within price band 4 and one wire center is within price band 5. When one of the wire centers involved is located within a pricing zone and the other wire center involved is located within a price band, the rates and charges applicable to the channel mileage element will be the rates and charges specified for the pricing zone.

* Includes connection to or between locations where IntelliLight Broadband Transport (IBT) multiplexing capability occurs as described in Section 26.1.5(B) (3) following.

(TR 640)

Issued: November 14, 2005

Effective: November 29, 2005

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

The Channel Mileage rate category also provides for the transmission facilities between DSR nodes as described in Section 34.1 following. (T)

In addition to the channel mileage rates, a nonrecurring charge (Mid-Link Charge) applies to Channel Mileage between:

- two Telephone Company Hubs or IBT multiplexing locations where cascade multiplexing is performed, unless the two Hubs are located in the same wire center or NYNEX Enterprise Service provides the transport between Hubs; or
- two Telephone Company Hubs where NYNEX Enterprise Network Reconfiguration Service functions are performed, unless the two Hubs are located in the same wire center or NYNEX Enterprise Service provides the transport between Hubs.

(TR 640)

Issued: November 14, 2005

Effective: November 29, 2005

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

The Channel Mileage rate category also applies for the transmission facilities between:

- (i) two Telephone Company Intermediate or Super-Intermediate Hubs;
- (ii) two locations (nodes) where IBT multiplexing occurs;
- (iii) an IDSR or DSR central office node or IBT multiplexing node and a Telephone Company Intermediate or Super-Intermediate Hub for the purpose of interconnecting two multiplexed facilities (T)
- (iv) two groomed facilities;
- (v) an IDSR or DSR central office node or IBT multiplexing node and a multiplexed or groomed facility with a channel of lesser capacity; or (T)
- (vi) an IBT Multiplexing node and a multiplexed or groomed NES facility with a lesser channel capacity.

Channel mileage rates and a nonrecurring charge (ThruPath Connection Charge) apply for each lesser capacity channel arranged between the two multiplexed or groomed facilities, or between the multiplexed or groomed facility and the IDSR or DSR central office node or IBT multiplexing node*, as applicable. The channel mileage charge applies whether the two nodes and/or Hubs involved are within the same wire center or are within different wire centers. (T)

* An IDSR, DSR, or IBT service that utilizes asymmetrical port combinations may not be associated with ThruPath connections. (T)

(TR 640)

Issued: November 14, 2005

Effective: November 29, 2005

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)

(B) Channel Mileage (Cont'd)

Except for the Telephone Company hub locations set forth below, and subject to the regulations set forth in Section 7.4.7 following, High Capacity ThruPath Service connections are available at or between (i) all Intermediate or Super-Intermediate Hubs; or (ii) all IBT Multiplexing nodes; or (iii) an Intermediate or Super-Intermediate Hub and an IDSR or DSR central office node or IBT Multiplexing node.

(D)

- Mansfield, MA
- Maynard, MA
- Natick, MA
- New Bedford, MA
- North Chelmsford, MA
- Rehoboth, MA

NYNEX Enterprise Service ThruPath connections are available at or between all NES Hubs or between a NES Hub and an IDSR or DSR central office node.

A Mid-Link Nonrecurring Charge does not apply to a ThruPath Service connection.

(TR 906)

Issued: March 17, 2008

Effective: April 1, 2008

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.2 Rate Categories (Cont'd)(B) Channel Mileage (Cont'd)

The following regulations apply to WAL Service for use with Feature Groups A, B and D, CSL BSA, and CST BSA - Option 1 and 3 arranged for originating only calling, not equipped with the End Office End User Line Service Screening optional feature, as detailed in Section 6. preceding, or arranged for two way calling, and to WAL Service for use with Feature Groups A, B, CSL BSA and CST BSA - Option 1 arranged for terminating only calling.

When the WSO which normally serves the customer designated premises (normal WSO) is not a suitably equipped WSO equipped with FGD or CST BSA - Option 3 capability, the WAL Service will be provided from the nearest WSO so equipped. Channel Mileage charges, if applicable, will apply only for the distance between the serving wire center of the customer designated premises and the normal WSO.

When the normal WSO is modified to be a suitably equipped WSO equipped with FGD or CST BSA - Option 3 capability, the WAL Service will be rearranged to be provided from the normal WSO. No charge will apply for such rearrangement. At the option of the customer, however, the WAL Service may continue to be provided from other than the normal WSO. Channel Mileage charges will then apply for the distance between the serving wire center of the customer designated premises and the serving WSO.

(TR 24)

Issued: April 13, 2001

Effective: April 28, 2001

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

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/Basic Service Elements

The Optional Features and Functions/Basic Service Element rate category provides for optional features and functions or BSEs which may be added to a Special Access Service 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 for as a single rate element.

Examples of Optional Features and Functions/Basic Service Elements that are available include, but are not limited to, the following:

- Signaling Capability
- Central Office Bridging
- Central Office Multiplexing
- Conditioning
- Transfer Arrangements
- DS3 Premises Multiplexer

(N)

Several Optional Features and Functions are performed from Telephone Company serving wire centers which have been designated as Telephone Company Hubs where certain functions are performed. For example, the bridging functions are to connect three or more customer designated premises in a multipoint arrangement while the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Switching and patching of certain video services and advanced video services are performed at hubs designated as Telephone Company Video Operations Centers (TVOCs).

(Z)

(Z)

(TR 1103)

Issued: August 18, 2010

Effective: September 2, 2010

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

EXHIBIT 25

Verizon Tariff F.C.C. No. 11, Section 7.2.16,
Facilities Management Service

ACCESS SERVICE

7. Special Access Service (Cont'd)
7.2 Service Descriptions (Cont'd)
7.2.16 Facilities Management Service

- # Effective May 1, 2009, requests for new FMS plans are no longer accepted. (N)
The Telephone Company will continue to provide service pursuant to this
Section 7.2.16 on any existing FMS plans for only those ACNAs and LATAs
where such FMS plans are in service as of April 30, 2009 (Existing FMS),
subject to the following conditions:
- a. The Telephone Company will provide Existing FMS until the expiration date
of the customer's current term plan commitment, including any applicable
extension period provided under (c) following, at which time Existing FMS
shall be converted as specified in Section (b) following. Individual
circuits may be added, changed or disconnected throughout the current
commitment period, including any applicable extension period provided
under (c) following. For any customer, including affiliates, with
Existing FMS under multiple term plans with different expiration dates
(for different LATAs), the customer may either (i) continue with the
existing expiration dates or (ii) select one of the expiration dates to
be applicable to all of the Existing FMS term plans. The customer must
provide the Telephone Company with written notification of its choice by
no later than July 15, 2009.
- b. Customers who wish to convert Existing FMS to standard Telephone Company
provided Special Access Service, shall specify, at least three (3) months
prior to the expiration date of the Existing FMS commitment period, any
then effective Month-to-Month, discount or term plan available for
Switched Access Service in this tariff, to be effective upon expiration
of the commitment period or extension, as applicable. In the
alternative: (i) customers who also subscribe to Commitment Discount Plan
(CDP) or National Discount Plan (NDP) may take no action, and upon
expiration of the Existing FMS commitment period or extension, as
applicable, the Telephone Company will convert the Existing FMS to
Special Access Service provided under CDP or NDP, as applicable; or (ii)
non-CDP/non-NDP subscribers may take no action, and upon expiration of
the Existing FMS commitment period or extension, as applicable, the
Telephone Company will convert the Existing FMS to Special Access Service
provided under the Month-to-Month, discount or term plan applicable to
the secondary premises of the circuit, with any remaining FMS without
billable rate elements under FMS converted to Special Access Service
provided on a Month-to-Month basis.
- c. For customers who wish to convert Existing FMS to standard Telephone
Company provided Special Access Service as specified in Section (b)
preceding, the Telephone Company will provide up to twelve (12)
additional months under any Existing FMS plan for network optimization
provided the customer sends written notification, setting forth how many
additional months they want for an extension, to the Telephone Company by
not later than three (3) months prior to the expiration date of the
Existing FMS plan commitment period. The customer may request service
rearrangements and/or coordinated reterminations during such extension.
In accordance with Section 7.2.16(G) (2) (b), Service Rearrangement
nonrecurring charges and Coordinated Retermination nonrecurring charges
for Existing FMS will not apply during the requested extension. Existing
FMS term plan monthly rates will apply to all circuits until the
conversion of Existing FMS to standard Telephone Company provided Special
Access Service is complete. (N)

Certain material previously found on this page can now be found on Original
Page 7-154.1.

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(A) General

Facilities Management Service (FMS) is a service option that provides for Telephone Company management of engineering and design of a customer's Special Access Service network from the customer's designated primary premises location(s) to serving wire centers of secondary locations within the same LATA. Connection to the secondary location may be direct or through a Telephone Company location where multiplexing to a higher capacity service of a non-FMS customer occurs. With FMS, the Telephone Company assumes responsibility for the routing of the customer's dedicated circuits over the Telephone Company's Special Access Service network in order to maximize network efficiencies and to optimize economic efficiencies.

(M)

(B) Definitions

The following definitions are specific to FMS and are in addition to the definitions set forth in Section 2.6 preceding.

DSO Equivalency

The term "DSO Equivalency" denotes a measure of DSO channels which are the basic building block for high capacity digital services. The DSO equivalency for the service levels provided with FMS are as follows.

<u>Service Level</u>	<u>DSO Equivalency</u>
OC12	8,064
OC3	2,016
DS3 High Capacity or STS1	672
DS1 High Capacity	24
DIGIPATH digital service II	1
Voice Grade Service	1

FMS Entrance Facility

The term "FMS Entrance Facility" denotes the transmission facilities between a customer's network interface at its designated primary premises and the associated serving wire center.

(M)

Service availability limited. See # footnote on Page 7-154.

(N)

Certain material on this page formerly appeared on 2nd Revised Page 7-154.

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(B) Definitions (Cont'd)Network Interface

The term "Network Interface" denotes the interface point at a customer's designated primary premises where connection is made between the FMS network and the customer's network. FMS network interfaces include electrical DS1, DS3 and STS1 or optical IEF OC3 and OC12 interfaces, or other Telephone Company provided SONET entrance facility service interface not to exceed 32,256 DS0 equivalents (provided that such other SONET entrance facility service interfaces are technically and operationally feasible, as determined by the Telephone Company).

Primary Premises

The term "Primary Premises" denotes a location (i.e., customer designated premises or Expanded Interconnection multiplexing node) designated by the customer where an FMS circuit/channel is either originated or terminated. Only one end of the circuit can be designated a primary premises. Such primary premises must meet the criteria for one of the following two types as follows.

Type 1: A location with an entrance facility of a minimum of 672 Switched and/or Special Access in-service DSO equivalent channel terminations and a DS3, STS1, OC3, or OC12 network interface(s), or other Telephone Company provided SONET entrance facility service interface not to exceed 32,256 DS0 equivalents (provided that such other SONET entrance facility service interfaces are technically and operationally feasible, as determined by the Telephone Company), or an Expanded Interconnection multiplexing node with service cross-connected at the DS3 level and an electrical DS3 network interface.

Type 2: A location with an FMS Entrance Facility of a minimum of 144 Special and/or Switched Access in-service DSO equivalent channel terminations provided over DS1 network interface(s), or an Expanded Interconnection multiplexing node with service cross-connected at the DS1 level and a DS1 interface.

Secondary Premises

The term "Secondary Premises" denotes a customer designated premises other than the primary premises. Secondary premises are not included as part of FMS. Connection to the secondary premises may be direct or through a Telephone Company location where service is multiplexed on to a facility of a non-FMS customer. When the secondary premises of the non-FMS customer utilizes DSR as set forth in Section 34.1 following, the associated port on the DSR node will be billed to the FMS customer. The port on the DSR node allows for lower capacity service to be added to, or dropped from, the high capacity dedicated ring.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(C) Service Description

With FMS, Voice Grade, DDS, DIGIPATH digital service II and High Capacity Special Access Services are provided to the customer over discrete channels. The Telephone Company will engineer the service from the FMS entrance facility at the customer's designated primary premises to the wire center associated with secondary premises over its own Special Access network. The wire center associated with the secondary premises may be the wire center serving the secondary premises, the wire center where the Special Access Service will be added to the IDSR node or DSR node of a non-FMS customer, or a Telephone Company Hub where service is multiplexed on to a higher capacity facility of a non-FMS customer. The channel routing to the serving wire center, IDSR node, DSR node, or Hub, as applicable, may not be designated by the customer as it is for most Telephone Company regular Special Access High Capacity Services.

FMS provides the customer with an alternative to the customer's self-management of its network of standard Special Access Service channels.

FMS is available in all of the Telephone Company's operating territories and is provided on a LATA-wide basis. FMS IEF is available where IEF facilities permit as described in Section 26.1.4(G) following.

Facilities Management Service is provided on a month-to-month basis or, at the option of the customer, under a three year term plan or a five year term plan. The minimum period for FMS when provided on a month-to-month basis is one year.

The minimum billing for individual channels within the FMS network is one month.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(D) Minimum Service Requirements (Cont'd)

The customer must have at least one premises within a LATA which is designated as its primary premises for FMS as defined in (B) preceding.

All services terminated at the customer's designated primary premises and the associated Voice Grade, DDS, DIGIPATH digital service II or High Capacity Special Access Services must be included in the FMS plan for that LATA. However, a single plan may not include a mix of Type I and Type 2 primary premises as defined in (B) preceding.

The minimum requirements for Type 1 or Type 2 Primary Premises are as set forth in (B) preceding

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(E) Terms and Conditions

- (1) In its initial order for FMS, the customer will designate the LATA, type of primary premises and whether FMS will be provided on a month-to-month basis or under a term plan as selected by the customer.
- (2) Only one FMS plan is allowed per LATA. The plan may be provided on a month-to-month basis or under a single term commitment as selected by the customer, but not both.
- (3) Except as otherwise specified in (E)(4)(d) following, when FMS is provided under a term plan of 3 or 5 years the customer must maintain an annual minimum of ninety percent (90%) of the initial commitment of DSO equivalent services for the preceding twelve months. The Telephone Company will conduct a true-up which compares the average number of DSO equivalents actually in service over the preceding twelve months (including any DSO equivalent services that were replaced by a Replacing Service(s) using the methodology for a Technology Migration specified in Section 2.10.2 preceding) to the annual minimum of ninety percent (90%) of the initial commitment. (N)
|
|
(N)
- (4) In the event that the annual average number of DSO equivalent services falls below 90% of the commitment level for the plan, the customer has the following options.
 - (a) Buy down the commitment level by paying termination liability on the shortfall between the commitment level and the annual average for the preceding 12 months. Termination liability is as set forth in (G)(3) following. The new commitment level may not be less than the minimum service requirements for FMS as described for Type 1 or Type 2 Primary Premises in (B) preceding; or

Service availability limited. See # footnote on Page 7-154.

(TR 1119)

Issued: November 17, 2010

Effective: December 2, 2010

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

- (b) Retain the original commitment level and pay 12 months of charges for the DSO equivalent shortfall using the customer's average DSO rate based on the previous 12 months billing. The Telephone Company will calculate the shortfall charges as follows.

(Step 1) The Telephone Company will calculate the average number of DSO equivalent channel terminations which were in-service over the preceding twelve months by summing the actual number of DSO equivalent channel terminations for each of the last twelve months and dividing by twelve. The resulting number represents the average DSO equivalent channel terminations per month.

(Step 2) The Telephone Company will calculate the average DSO rate for an equivalent DSO by first summing the total monthly charges associated with each DSO which was in-service over the preceding twelve months and dividing by twelve. The resulting amount is then divided by the average monthly DSO equivalent channel terminations determined in Step 1.

(Step 3) The Telephone Company will determine the shortfall by subtracting the average number of DSO equivalent channel terminations determined in Step 1 from the number of DSO equivalent channel terminations in the original commitment level, and multiplying the difference by the average rate per DSO equivalent determined in Step 2. The resulting amount is the shortfall charge due from the customer. Such charge is not subject to any late payment factor as specified in Section 2.4.1 preceding.

- (c) Apply Time In-Service Credits (TISCs) as set forth in (G)(1) following to offset the shortfall.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory

(1) In the event the Telephone Company sells all or a portion of its assets or equity and ceases to provide the FMS DS0 equivalent services affected by the sale, then the first true-up following the sale (and any subsequent true-ups as applicable under (4)(d)(2)(b) following) shall be calculated using the terms and conditions set forth in this Section (E)(4)(d) in lieu of the calculations set forth in Section (E)(3) preceding and Sections (E)(4)(a) through (E)(4)(c) preceding. The terms and conditions set forth in this Section (E)(4)(d) apply in addition to any other terms and conditions set forth in this Section 7.2.16.

(2) The Telephone Company will conduct the first true-up following the date of the sale as follows:

(a) Calculate a true-up for the period beginning with the first day following the date of the preceding true-up and ending with the date of the sale by comparing ninety percent (90%) of the customer's commitment level to the average number of DS0 equivalent services actually in service since the last true-up (**Pre-Sale Period**). Such average number shall be calculated by first summing the number of DS0 equivalent services that were in service on the last day of each bill period during the Pre-Sale Period and dividing the result by the number of months and fraction thereof in the Pre-Sale Period.

In the event that such average number of DS0 equivalent services falls below 90% of the commitment level for the plan, the customer is short of its commitment level for the Pre-Sale Period and is subject to the regulations set forth in (c) following.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

- (b) Calculate a true-up for the period following the sale through the end of the true-up period (**Post-Sale Period**) by first reducing the customer's commitment level as described below and then comparing the reduced commitment level to the customer's average number of DS0 equivalent services that were actually in service during the Post-Sale Period.

To reduce the commitment level, subtract the number of DS0 equivalent services no longer provided by the Telephone Company as a result of the sale, from the actual quantity of in-service DS0 equivalent services (i.e., the actual quantity as if the sale had not occurred). Then compare ninety percent (90%) of the customer's reduced commitment level(s) to the actual quantity of in-service DS0 equivalent services that are still provided by the Telephone Company. The average number of DS0 equivalent services shall be calculated by first summing the number of DS0 equivalent services that were in service on the last day of each bill period of the Post-Sale Period and dividing the result by the number of months and fraction thereof in the Post-Sale Period.

In the event that such average number of DS0 equivalent services falls below 90% of the reduced commitment level for the plan, the customer is short of its reduced commitment level for the Post-Sale Period and is subject to the regulations set forth in (c) following.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

(c) The customer has the following options to offset the shortfall in (a) and/or (b) preceding.

- (1) Buy down the commitment level by paying termination liability (as set forth in (G)(3) following) for the Pre-Sale Period on the shortfall between the commitment level and the average number calculated in (a) preceding and on the shortfall between the reduced commitment level and the average number calculated in (b) preceding for the Post-Sale Period. The new commitment level (resulting from buying down the reduced commitment level for the Post-Sale Period) may not be less than the minimum service requirements for FMS as described for Type 1 or Type 2 Primary Premises in (B) preceding; or
- (2) Retain the reduced commitment level and pay charges for the DS0 equivalent services shortfall during the Pre-Sale Period using the average DS0 rate assessed during the Pre-Sale Period, and pay charges for the DS0 equivalent services shortfall during the Post-Sale Period using the average DS0 rate assessed during the Post-Sale Period; or
- (3) Subject to any reduction under (d) following, apply Time In-Service Credits (TISC) as described in (G)(1) following to offset the shortfall in (a) and/or (b) preceding.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(4) (Cont'd)

(d) Sale of Verizon Operating Territory (Cont'd)

(2) (Cont'd)

(d) Reduction to Time In-Service Granted

The amount of Time In-Service Credits (TISC) granted under (G)(1) following shall be proportionally reduced by the FMS DS0 equivalent services affected by the sale as follows:

- Step 1 Determine the total TISC granted under (G)(1) following **(Total TISC Granted)**.
- Step 2 For the month in which the sale occurred, count the number of DS0 equivalent services that were in service during the month as if the sale had not occurred **(Total Count)**.
- Step 3 For the month in which the sale occurred, count the number of FMS DS0 equivalent services affected by the sale **(Sold FMS Count)**.
- Step 4 Develop a percentage used to reduce the Total TISC Granted by dividing the Sold FMS Count determined in Step 3 preceding by the Total Count determined in Step 2 preceding **(FMS Reduction Percentage)**.
- Step 5 Reduce the Total TISC Granted in Step 1 by multiplying the Total TISC Granted by the FMS Reduction Percentage developed in Step 4 preceding. If this calculation results in a fraction of a TISC, round up to the next whole TISC. The amount of TISC resulting from this calculation is the TISC available for use by the customer to reduce shortfall or termination liability due to the Telephone Company following the sale.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

- (5) If the FMS term plans in multiple LATAs share a common expiration date and the same type of primary premises, the associated commitment levels will be aggregated into a single total. Fulfillment of the commitment level will be determined as stated in (E)(3) preceding; however, the calculation will be on the aggregate level for all eligible LATAs.
- (6) The customer will provide either DS1 or electrical DS3 network interfaces at each primary premises.
- (7) The FMS customer, when ordering Voice Grade Service, DDS, DIGIPATH digital service II or High Capacity Service, must specify the type of service and the locations involved, one of which must be a primary premises.
- (8) Reserved for future use.
- (9) The Telephone Company will provide the same service intervals and quality standards for services in an FMS plan as are provided for non-FMS Special Access Services.
- (10) Where Switched Access FMS is not available, when both Switched Access Service and Special Access Service terminate at the same primary premises, the Telephone Company will apply a Switched Access Service offset in the determination of the applicable rate band of FMS Channel Termination charges. This offset will be calculated by including up to seventy-five percent (75%) of the Feature Group B and D trunks in the DSO equivalency total with each trunk being counted as a single DSO equivalent. FMS rate bands are as set forth in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

- (11) FMS is not applicable to the following Switched Access, Special Access or SONET Services and options:

- DSR as set forth in Section 34.1 following
- IDSR as set forth in Section 26.1.1
- IntelliLight® Broadband Transport (IBT) as set forth in Section 26.1.5 following, except when non-multiplexed and associated with an IntelliLight Entrance Facility
- IntelliLight® Shared Single Path (ISSP) as set forth in Section 26.1.6, except when associated with an IntelliLight Entrance Facility
- NYNEX Enterprise Services as set forth in Section 7.2.13
- Enterprise SONET Service as set forth in Section 26.1.2
- Services provided under a Service Discount Plan or a Commitment Discount Plan, except as specified in 7.2.16(E) (13) following
- Central Office Multiplexing optional features or BSEs
- Automatic Loop Transfer as set forth in Section 7.2.9(D) (1)
- Transfer Arrangement as set forth in Section 7.2.9(D) (2)
- Premises other than Primary Premises as defined in 7.2.16(B) preceding
- Service provided under a Shared Billing Arrangement as specified in Section 5.2 preceding, except as specified in (12) following.

- (12) Except for services connected to secondary premises over a higher capacity facility of a non-FMS customer, services provided under FMS may not be included in Shared Billing Arrangements. Therefore potential FMS customers whose network contains Shared Billing Arrangement must choose one of two options prior to subscribing to an FMS plan.

(a) Shared Billing Arrangement Transition Period

Any service already provided under a Shared Billing Arrangement at the time of subscription to FMS must be converted within the first twelve months of the effective date of establishing FMS.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(12) (Cont'd)

(a) (Cont'd)

Prior to conversion, such services will not be included in the DSO calculation to determine the customer's FMS Rate Band for billing of Primary Premises channel terminations. However, these services will be billed at the same FMS rates as those applicable to the customer's other services provided under FMS.

The customer must remove the Shared Billing Arrangements prior to the end of the one-year transition period. The Telephone Company will notify the customer sixty (60) days prior to the end of the transition period of any Shared Billing Arrangements that remain on the customer's account. Failure to eliminate such arrangements will result in termination of service with termination liability charges being applied.

(b) Virtual Shared Billing Arrangement Billing Option

At the option of the customer, the Virtual Shared Billing Arrangement Billing Option for Shared Billing Arrangement circuits can be selected. Since FMS pricing is not allowed for Shared Billing Arrangement circuits, this Virtual Shared Billing Arrangement Billing Option can be used to develop separate, virtual facility charges for Shared Billing Arrangement circuits without the customer incurring the expense associated with physically moving these Shared Billing Arrangement circuits onto separate, non-FMS facilities at the point of termination. These virtual charges would represent, as closely as possible, the charges the customer would incur if the Shared Billing Arrangement circuits had been physically moved to separate, non-FMS facilities.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

(12) (Cont'd)

(b) (Cont'd)

If the customer selects this Virtual Shared Billing Arrangement Billing Option, the Telephone Company will first produce an inventory of Shared Billing Arrangement circuits that are terminating at each of the customer's FMS point of termination locations. Once the number of Shared Billing Arrangement circuits at each FMS point of termination location has been determined, the Telephone Company will develop a count of DS3 channel terminations/collocation cross-connects and 3/1 muxes that would be required at each point of termination to serve these Shared Billing Arrangement circuits. The Telephone Company will then price these facilities by using five-year term rates specified in Sections 30.7.18 and 31.7.18 following. The result of this pricing exercise will be a replication of special access facility charges that the customer would incur if a separate network were to be established specifically to serve these Shared Billing Arrangement circuits.

The pricing for these virtual Shared Billing Arrangement facilities developed by using the method described above will be billed monthly for a period of one year. Sixty (60) days prior to the end of this billing period, a new inventory will be conducted that will result in new virtual Shared Billing Arrangement charges that will be billed through the next year of the customer's FMS term plan. This process will continue until the FMS plan has been terminated, or until/unless the customer physically removes the Shared Billing Arrangement circuits from the FMS facilities.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(E) Terms and Conditions (Cont'd)

- (13) The customer may also order the Alternate Serving Wire Center (ASWC) optional feature for FMS. ASWC is described in Section 7.2.9(D)(5), subject to the rates specified in Section 30.7.9(C)(5) following for price band rates and 31.7.9(C)(5) following for all other rates.

When ordering ASWC, the commitment period for this optional feature must match that of the FMS plan. When FMS is provided under a term plan of 3 or 5 years, the expiration date of the ASWC optional feature commitment period will be the same date on which the term plan expires for the FMS plan.

- (14) When service is provided under a shared billing arrangement as set forth in (12) preceding, all rates and charges applicable to the service user for the type of arrangement involved will apply.

(F) Application of Rates

At the customer's option, FMS is provided on a month-to-month basis, under a 3 year term plan or under a 5 year term plan. The rates for FMS include Standard FMS Channel Terminations, Office FMS Channel Terminations, FMS Channel Mileage, FMS Multiplexing and a rate per DSO equivalent for Administration. Such rates are subject to change over the term selected by the customer, thereby causing an increase or decrease in the rates applicable to the customer. The rates and charges for any other service or option not provided under the FMS rate plan are subject to the rates and charges for the type of service or option being provided. The FMS rate elements and the manner in which such elements apply are described in 1 through 5 following.

(1) Primary Premises Standard Channel Termination

The Primary Premises Standard Channel Termination is a DSO equivalent channel provided over the FMS entrance facilities connecting the customer's primary premises to its serving wire center. At the customer's primary premises, standard channel terminations will be terminated over either an electrical DS3 interface or a DS1 interface.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(F) Application of Rates (Cont'd)

(1) Primary Premises Standard Channel Termination (Cont'd)

The DSO channel terminations provided over a DS3 or higher interface are differentiated as being one of the initial 0 through 672 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 672, for which a rate for each DSO equivalent channel over 672 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. For term plan billing, a rate per DSO equivalent channel applies for each DSO channel termination provided and is further subject to the rate bands specified in Section 30.7.18(B)(1) following for price band rates and 31.7.18(B)(1) following for all other rates.

The DSO channel terminations provided over a DS1 interface are differentiated as being one of the initial 0 through 144 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 144, for which a rate for each DSO equivalent channel over 144 DSO Section 30.7.18 following for price band rates and 31.7.18 following for all other rates.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(F) Application of Rates (Cont'd)

(2) Primary Premises Office Channel Termination

The Primary Premises Office Channel Termination provides for termination of FMS channel terminations to an Expanded Interconnection multiplexing node. At the customer's multiplexing node designated as its primary premises, office channel terminations will be terminated over an electrical DS3 interface or a DS1 interface. (See note below.)

For the DS3 interface, the rates for the primary premises office channel terminations are differentiated as being one of the initial 672 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 672, for which a rate for each DSO equivalent channel over 672 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. The rates are further differentiated by the type of billing arrangement (i.e., month-to-month billing or term plan billing).

For the DS1 interface, the rates for the primary premises office channel terminations are differentiated as being one of the initial 144 DSO equivalent channel terminations, for which a flat rate applies, or as being one of the DSO channel terminations over the initial 144, for which a rate for each DSO equivalent channel over 144 DSO equivalent channel terminations applies as specified in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. The rates are further differentiated by the type of billing arrangement (i.e., month-to-month billing or term plan billing).

Note: See Section 28 for further information.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(F) Application of Rates (Cont'd)

(3) Channel Mileage

The FMS Channel Mileage rate element applies as a fixed rate and a rate per mile for each DSO equivalent channel provided as FMS. The mileage is determined by calculating the airline distance between the serving wire center associated with the primary premises and the wire center (serving wire center or hub, as applicable) associated with the secondary location involved. To determine the rate to be billed, first compute the mileage using the method described in 7.4.6 following and apply the rates shown in Section 30.7.18 following for price band rates and 31.7.18 following for all other rates. FMS Channel mileage applies as follows.

- DS1 channel mileage applies when the primary premises interface is DS1, and the signal rate to the secondary location is DS1 or less.
- Basic DS3/STS1 channel mileage applies when the interface at the primary premises is DS3 or STS1 and the signal rate to the secondary location is less than DS3 or STS1, respectively. Direct DS3/STS1 channel mileage applies when the interface at the primary premises is DS3 or STS1 and the signal rate to the secondary location is DS3 or STS1, respectively.
- OC3 channel mileage applies when the primary premises has an IEF OC3 or OC12 interface and the signal rate to the secondary location is OC3.
- OC12 channel mileage applies when the primary premises has an IEF OC12 interface and the signal rate to the secondary location is OC12.
- DS1, Basic DS3/STS1, and Direct DS3/STS1 channel mileage is provided on a month-to-month basis or under a term plan of 3 or 5 years. OC3 and OC12 channel mileage is provided under a term plan of 3 or 5 years.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(F) Application of Rates (Cont'd)

(4) FMS Multiplexing

FMS multiplexing applies for each DSO equivalent channel provided as FMS. The rate for FMS multiplexing is differentiated by the level of multiplexing performed (i.e., DS3/STS1 to DS1 or DS1 to DSO). DS3/STS1 to DS1 multiplexing is applicable to all DSO equivalent channels that terminate to a Primary premises and meet type 1 criteria as described in Section (B) preceding.

(5) Administration Fee

An administration fee applies for network administration performed by the Telephone Company. The fee applies for each DSO equivalent channel provided as FMS.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(G) FMS Term Plans

When FMS is provided under a term plan, the customer must select a commitment period of either 3 or 5 years. For new installations, the FMS term plan shall be effective with the first bill following the establishment of FMS. When converting service from a Service Discount Plan to an FMS term plan, no termination liability charges will apply to the Service Discount Plan being discontinued. Additionally, if twenty-four months or more are remaining in the Service Discount Plan being discontinued, the portion of the commitment period already elapsed shall be applied to the FMS term plan on a Time-In Service Credit basis as specified in (1) following.

During the time that the customer is subscribed to an FMS Term Plan, the customer may concurrently subscribe to a National Discount Plan (NDP) in accordance with Section 25.2 following.

(1) Time In-Service Credit (TISC)

TISCs are granted on a per DSO equivalent basis for each Special Access Service converted from a Service Discount Plan to an FMS term plan when the plan being converted has at least twenty-four months remaining in the commitment period.

TISCs are granted as follows.

- One TISC is given for each month or major fraction thereof that the service involved was provided under a Service Discount Plan. The maximum number of TISCs granted for a DSO equivalent channel may not exceed sixty (60), i.e., sixty months of credit, for time in-service. For example, at the time of conversion to FMS, a DS3 service under a Service Discount Plan that has been in-service for the past 30 months with 480 of the 672 available channels provisioned will be granted 14,400 TISCs (480 DSO equivalents x 30 months in-service).
- One TISC can be used to offset, or buy down, 1 month of termination liability on a per DSO equivalent basis.
- Twelve (12) TISCs can be used to offset one FMS channel service below the minimum commitment level for a year as described in (E) (4) (c) preceding.

The total TISCs initially granted may be subsequently reduced by the sale of a Verizon operating territory as described in (E) (4) (d) preceding.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(G) FMS Term Plans (Cont'd)

(2) Renewal, Discontinuance or Conversion of an FMS Term Plan

The customer must provide the Telephone Company with at least three months' written notice prior to expiration of the commitment period of its desire to renew, discontinue or convert its FMS Term Plan.

(a) Renewal of the FMS Term Plan

At the customer's option, the expiring FMS term plan may be renewed for either a 3-year term or a 5-year term. The commitment level of the renewed plan will be equal to the number of DS0 equivalent services that are actually in-service as of the date of renewal.

(b) Discontinuance of an FMS Term Plan

When the customer notifies the Telephone Company of its desire to discontinue its FMS term plan upon expiration of the commitment period, the Telephone Company will, upon request, assist the customer in designing a dedicated Special Access Service network which supports the customer's traffic requirements.

In the event that the customer wishes to discontinue FMS and establish a new network arrangement, nonrecurring charges will not apply to convert the in-service channel terminations to a new network arrangement. Nonrecurring charges will apply for the installation of any additional channel terminations or optional features being established with the new network arrangement.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(G) FMS Term Plans (Cont'd)

(2) Renewal, Discontinuance or Conversion of an FMS Term Plan (Cont'd)

(c) Conversion of an FMS Term Plan

When the customer notifies the Telephone Company of its desire to convert its FMS Services to standard Special Access Services, FMS rates will continue to apply after expiration of the FMS term plan until such time as the conversion is complete or for a period not to exceed six months, whichever occurs first. Such FMS rates will apply only to the services not yet converted, through the date of conversion or six months, as applicable.

In the event that the Telephone Company does not receive written notification from the customer of its desire to renew, discontinue or convert its FMS Term Plan, the expiring FMS Term Plan will be renewed upon expiration of the plan. The commitment level of the renewed plan will be equal to the number of DS0 equivalent services that are actually in service as of the date of renewal. The renewed plan will also have a commitment period equal to that of the expiring plan and the plan will be considered new. The renewed plan will be effective no later than the second bill period following the date of renewal. Billing based on the expiring plan and the expiring commitment level will continue until the renewed plan is in effect. If, within the first sixty (60) days of the date of renewal, the customer elects to cancel the renewed plan, discontinue the renewed plan or convert its FMS Services to standard Special Access Services, termination liability will not apply to make such changes.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(G) FMS Term Plans (Cont'd)

(3) Termination Liability

(a) When Termination Liability Does Not Apply

Termination Liability does not apply when FMS is disconnected for the following reasons.

- (i) Cancellation of an FMS term plan within thirty (30) days of the effective date of a Telephone Company initiated rate increase that is greater than eight percent on any rate applicable to FMS. (Effective December 7, 1999, existing FMS customers may cancel their FMS term plans without liability by notifying the Telephone Company of their intent to cancel no later than January 6, 2000.)
- (ii) Cancellation or conversion of an FMS Term Plan within the first sixty days following renewal of the plan under (G) (2) (c) preceding.
- (iii) Conversion of an FMS term plan to an FMS term plan with a longer commitment period. The replacing FMS term plan will be subject to termination liability as specified in (b) following.
- (iv) Conversion of an FMS term plan to a Service Discount Plan as set forth in Section 7.4.10 following, a Commitment Discount Plan as set forth in Section 25.1 following, or a National Discount Plan as set forth in Section 25.2 following, provided that the following conditions are met.
 - FMS has been in-service for a minimum of twelve months; and
 - the quantity of DSO equivalent channel terminations in the new plan is equal to, or greater than, ninety percent (90%) of the existing FMS primary premises channel terminations or 90% of the original commitment level of FMS primary premises channel terminations, whichever is greater; and
 - the commitment period for the new Service Discount Plan, Commitment Discount Plan, or National Discount Plan is equal to, or greater than, the time remaining in the FMS term plan being converted, except where an equal to or greater than commitment period is not available, in which case the longest available commitment period must be selected.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.16 Facilities Management Service# (Cont'd)

(T)

(G) FMS Term Plans (Cont'd)

(3) Termination Liability (Cont'd)

(b) When Termination Liability Applies

Termination Liability applies when FMS is discontinued prior to the end of the selected commitment period, except as set forth in (a) preceding. The termination liability charge is computed as follows.

- (i) If FMS is discontinued within the first year of the selected commitment period, the termination liability charge is 100% of the total FMS monthly charges for each month and fraction thereof remaining in the twelve month minimum service period, plus 20% of the total monthly charges for each month and fraction thereof beginning the month following the minimum service period for the balance of the commitment period for the plan.
- (ii) If service is discontinued, or the customer wishes to buy down the commitment level as described in (E) (4) (a) preceding after the minimum service period has been satisfied but prior to the end of the selected commitment period, the termination liability charge is an amount equal to 20% of the total monthly charges for each month and fraction for the balance of the commitment period for the plan.
- (iii) When calculating the termination liability charge, the total monthly charges to be used will be the total monthly charges billable as of the date of discontinuance.

Service availability limited. See # footnote on Page 7-154.

(N)

(TR 1005)

Issued: April 16, 2009

Effective: May 1, 2009

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

(T)
(T)

EXHIBIT 26

Verizon Tariff F.C.C. No. 14, Section 5.1, General

Issued: August 18, 2010

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)

Special Access provides a transmission path to connect CDLs* within a LATA** for Interstate Telecommunications. Special Access provided to a customer may be connected directly to customer facilities, through Telephone Company Hub Wire Centers where bridging or multiplexing functions are performed, or through a DS3 Premises Multiplexer at a CDL where multiplexing functions are performed, and/or may be connected to access facilities of another telephone company or companies in the joint provision of Special Access Service as well as may be connected to Switched Access as set forth in Section 4. Special Access Services may also be connected to a customer's transmission equipment and facilities using a DS1 or DS3 Cross Connect arrangement where the customer is provided Expanded Interconnection Service (EIS) as defined in Section 17. High Capacity SALs may also be connected to an in-service Telephone Company provided integrated optical service, provided that such connections are technically and operationally feasible, as determined by the Telephone Company. (N)

The provision of Switched Access and Special Access in combination is normally for, but not limited to, the use of WATS or WATS-type Access. When Special Access is connected to Switched Access, the terms, conditions and rates for the facilities between the end user's CDL and the WATS Serving Office are as set forth in this section of the tariff; the terms, conditions and rates for the facilities between the WATS Serving Office and the IC's CDL, as well as the switching functionalities (e.g., end user access codes, screening) are as set forth in Section 4 of this tariff.

Special Access can be provided in either analog or digital format. Analog formats are differentiated by spectrum and bandwidth. Digital formats are differentiated by bit rate. The specific types of Special Access (e.g., Voiceband, Digital Data Service) provided are described in 5.2 following.

5.1.1 Rate Elements

With the exception of VideoConnect® Service, there are six basic rate elements which apply to Special Access Service:

Special Transport (described in 5.1.1(B) following)
Special Transport Termination (described in 5.1.1(G) following)
Special Access Line (described in 5.1.1(C) following)
Special Access Cross Connect (described in 5.1.1(D) following)
Supplemental Features (described in 5.4 following)
Multiplexing Arrangements (described in 5.5 following)

Additionally, rates and charges for Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders as set forth in Section 24.1 following.

* Telephone Company Centrex CO-like switches are considered to be CDLs for the purposes of this tariff.

** DS1 and DS3 Special Access Services may be provided between the service areas shown under 5.2.7(H), where facilities and conditions permit.

Certain material previously appearing on this page currently appears on Original Page 5-7.1

(This page filed under Transmittal No. 1103.)

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

Issued: November 15, 2010

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)

The following is a list of Telephone Company's Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names. (T)

<u>Generic Name</u>	<u>Telephone Company Name</u>	(T)
---------------------	-------------------------------	-----

Access to Clear Channel Transmission	Clear Channel Capability	
Automatic Protection Switching	Automatic Protection Switching	
Bridging	Bridging	
Conditioning	Conditioning	

Secondary Channel Capability	Digital Data Service -	(S)(x)
Multiplexing - Digital 2000	Secondary Channel Multiplexing Arrangements	

(A) (Reserved for Future Use)

(x) Reissued material filed under Transmittal No. 1117 effective on November 19, 2010.

(This page filed under Transmittal No. 1118.)

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

Issued: May 25, 2007

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(B) Special Transport

- (1) The Special Transport rate element provides for the transmission facilities between the serving wire centers associated with two CDLs, between a serving wire center associated with an end user's CDL and a WATS Serving Office, between a serving wire center associated with a CDL and a Telephone Company Hub Wire Center, between two Telephone Company Hub Wire Centers or between a serving wire center associated with a CDL and a serving wire center where connection to an advanced data service# occurs. Connection to Telephone Company provided DS1 or DS3 Special Transport within a serving wire center for customers with EIS will require a Special Access Cross Connect arrangement as described in 5.1.1(D).

The Special Transport element is distance sensitive, except for MetroLAN and DS3 Banded Special Transport, and varies with type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.). Special Transport may be provided by more than one telephone company. The method of calculating applicable airline miles for rating purposes for Special Access is specified in 2.7 preceding. (N)

MetroLAN Transport provides flat rate non-distance sensitive transport for DS1 bandwidth on fiber optic rings. The rate element associated with MetroLAN is a monthly recurring charge as set forth in 5.7.7(B). MetroLAN Transport is not a Qualifying Service or a discounted rate element under the National Discount Plan as set forth in Section 23.1 following. (N)

DS3 Banded Special Transport (as set forth in Section 5.7.14(C) following) provides flat rate transport for certain DS3 bandwidth that is provided under the National Discount Plan. The flat rate transport applies per DS3 service in accordance with Section 23.1.6 following. (N)

Advanced data services include Telephone Company provided frame relay services, switched multi-megabit services, Internet Protocol services, LAN Extension 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.

(This page filed under Transmittal No. 811.)

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

Issued: March 17, 2016

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(B) Special Transport (Cont'd)

- (2) Special Transport may be used in conjunction with Switched Access* for the purpose of provisioning Originating Only, Terminating Only or Combined Originating/Terminating Access as set forth in 4.2.5(V). Special Transport employed in this manner provides the FIA for the closed-end of the services between the wire center serving the end user's CDL where WATS Serving Office functions are not available and the WATS Serving Office.

When the necessary WATS Serving Office functions are not provided at the wire center which serves the end user's CDL, the Telephone Company will designate the wire center where the WATS Serving Office functions are available.

(C) Special Access Line (SAL)

- (1) A Special Access Line provides the transmission facilities to a Customer Designated Location (CDL) or the facilities between a CDL and the serving wire center. This rate element varies by type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.).

When a Voiceband Special Access service is ordered to be terminated at a customer's designated Interexchange Carrier's all-digital CDL which requires a minimum digital interface level of 1.544 Mbps, the Telephone Company will provide the required interface and assess the customer a Voiceband SAL, for the facility between the all-digital CDL and its serving wire center. All other appropriate charges apply in addition to the Voiceband SAL.

SAL rates for DS3 offerings vary with the level of capacity, number of services and whether the interface provided is electrical or optical.

Installation of DS1/DS3 SALs is as set forth in 5.6.1(E)(3). The applicable rates are the nonrecurring charge and monthly rate set forth per DS1/DS3 SAL installed. (D)

* Special Transport for DS1 and DS3 Special Access, when used with Switched Access, is not available for arrangements between service areas listed under 5.2.7(H).

(This page filed under Transmittal No. 1330.)

Vice President – Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

Issued: March 17, 2016

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(C) Special Access Line (SAL) (Cont'd)

(1) (Cont'd)

The selection of a Terminating Option, as defined in 5.3, is required for terminating the network portion of a Special Access Line at a CDL. Terminating Options provide a clearly delineated interface which facilitates the design, isolation, and testing of the Special Access. For DS3 Special Access, the customer may specify either an electrical or optical interface as set forth in 3.1.1(F).

(D)

(D)

One Special Access Line charge applies per CDL at which the facility is terminated. This charge applies even if the facilities to the CDL do not transit a serving wire center; this charge also applies if the CDL and the serving wire center are co-located in a Telephone Company building. Connection to Telephone Company provided DS1 or DS3 SALs within a serving wire center for customers with EIS will require a Special Access Cross Connect arrangement as described in 5.1.1(D). The Special Access Line charge used with a Switching Interface, as set forth in (2) below, is applicable only for the transmission facilities between the end user's CDL and the serving wire center of that location.

- (2) A Special Access Line may be provided in conjunction with FGA, FGB, FGD, BSA-A, BSA-B, and BSA-D Switched Access Service for the purpose of Originating Only, Terminating Only or Combined Originating and Terminating Access as set forth in 4.2.1 and 4.2.2. A Switching Interface is required for the provision of this service as set forth in 4.2.5(V). The Special Access Line provides the closed-end of the dedicated facilities between an end user's CDL and its serving wire center. This serving wire center may or may not be a WATS Serving Office. In those instances when the serving wire center is not a WATS Serving Office Special Transport is applicable as set forth in 5.1.1(B) to the nearest Telephone Company WATS Serving Office.

The Switched Access used in conjunction with the Special Access Line provides various standard switching functionalities and optional arrangements as set forth in Section 4.2.5(V).

(This page filed under Transmittal No. 1330.)

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

Issued: July 2, 2012

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(C) Special Access Line (SAL) (Cont'd)

(2) All Special Access Lines used with a Switching Interface are:

- provided with dial pulse address signaling or Dual Tone Multifrequency (DTMF) address signaling and either loop start or ground start supervisory signaling. The type of signaling is the option of the customer.
- available as either a two-wire or four-wire Voiceband Special Access Service (i.e., 300-3000 Hz bandwidth). Each transmission path is provided at the option of the customer with transmission specifications as described in Section 7000 of the GTE Technical Interface Reference Manual.

All rules and regulations pertaining to Special Access are applicable to Special Access Lines used with a Switching Interface. Rates and Charges are found in 5.7.5 for two-wire and four-wire Voiceband Special Access Lines.

A customer may also order high capacity facilities from an end user's CDL to a Telephone Company Hub for the purpose of originating or terminating Special Access Lines used with a Switching Interface. High capacity to voice multiplexing will be required at the Hub. The customer will be required to submit an ASR for the high capacity facility and voice multiplexing. The customer will also be required to submit an ASR(s) for the individual Voiceband SALs specifying the channel facility assignment (CFA) for each service. This Hub may or may not be a WATS Serving Office. In those instances when the Hub is not a WATS Serving Office, Voiceband Special Transport is applicable as set forth in 5.1.1(B), for each individual Special Access Line used with a Switching Interface to the Telephone Company designated WATS Serving Office.

(D) Special Access Cross Connect for EIS #

The Special Access Cross Connect charge provides the communications path between Telephone Company provided DS0 (DDS operating at 64Kbps or Fractional T1 bandwidths), DS1 or DS3 Special Access Lines or Special Access Transport and a customer's transmission equipment and facilities where the customer is provided EIS as defined in Section 17. The Special Access Cross Connect charge may also provide the communications path between a customer's transmission equipment and facilities where the customer is provided EIS and EIS arrangements of another customer via Dedicated Transport Service as set forth in Section 18.1. The Special Access Cross Connect is available as DS0, DS1, or DS3 connections. The DS0 Cross Connect can accommodate 64Kbps DDS and Fractional T1 bandwidths of 128 Kbps, 256Kbps and 384Kbps. The Cross Connect arrangement may be connected directly to Telephone Company provided 64Kbps DDS or Fractional T1/DS0, DS1 or DS3 services or to a Telephone Company provided 64Kbps DDS or Fractional T1/DS0, DS1, or DS3 multiplexing arrangement located in a Telephone Company Hub. The Cross Connect charge applies per DS0 (64Kbps), DS1, or DS3 connection.

Fractional T1 (FT1) bandwidths service availability limited. Refer to # footnote on Page 5-32.

(Z)

Issued: July 2, 2012

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(D) Special Access Cross Connect for EIS # (Cont'd)

(D)

(D)

Fractional T1 service can be designed to carry various DS0 combinations. Therefore, the DS0 Cross Connect charge for Fractional T1 will be assessed as follows:

- 128 Kbps: 2 DS0 Cross Connects
- 256 Kbps: 4 DS0 Cross Connects
- 384 Kbps: 6 DS0 Cross Connects

In addition to the Special Access Cross Connect arrangements described herein, Optical Facility Terminations are available as described in Section 18.2.

Rates for DS0, DS1, and DS3 Cross Connect arrangements listed in Section 5.10 and rates for Optical Facility Terminations listed in Section 18.2(E) will apply in addition to the other rates and charges as specified in Section 17.

(E) Supplemental Features

Supplemental Features may be added to a Special Access circuit to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific facilities, 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 facilities. Although the facilities necessary to perform a specified function may be installed at various locations along the path of the Special Access circuit, including the CDL, it will be provided for as a single rate element.

Examples of Supplemental Features that are available include, but are not limited to, bridging and conditioning. Each Supplemental Feature is described in 5.4, and rates are set forth in 5.7.

Fractional T1 (FT1) bandwidths service availability limited. Refer to # footnote on Page 5-32.

(This page filed under Transmittal No. 1194.)

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

Issued: March 17, 2016

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(F) Multiplexing Arrangements

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is available at a Telephone Company designated Hub Wire Center arranged for multiplexing, or at a CDL where multiplexing functions are performed using a DS3 Premises Multiplexer. All types of multiplexing may not be available at each Hub Wire Center. Refer to Section 5.6.6 for a description of Hub Wire Center. Descriptions for each type of multiplexing arrangements are provided in 5.5 following, and rates are set forth in 5.7 following.

(G) Special Transport Termination(1) DS1 and DS3 Service (D)

The Special Transport Termination rate element as set forth in 5.7, applies only to DS1, Individual DS3 and System DS3 offerings and is in addition to the Special Transport rate element. Special Transport Termination provides the equipment and arrangements necessary to terminate the Special Transport facility at a serving wire center. One Special Transport Termination charge applies for the termination of each end of a Special Transport facility for -DS1 and DS3 (Individual and Systems) offerings. (D)

(2) Fractional T1 Service (FT1) #

For Fractional T1 Service, Special Transport Termination must be ordered as Fractional Special Transport Termination in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 SALs.

Service availability limited. Refer to # footnote on Page 5-32.

(This page filed under Transmittal No. 1330.)

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

Issued: August 18, 2010

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations

There are two types of facility configurations over which Special Access Services are provided – two-point and multipoint.

(A) Two-point Service

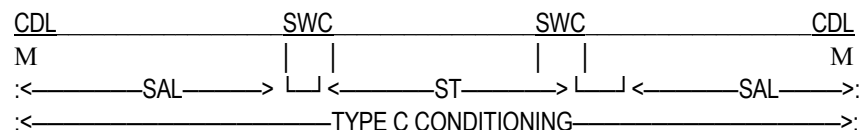
A two-point configuration is a circuit which is provided to connect two CDLs, either directly connected, through a Hub Wire Center where multiplexing functions are performed, or through a DS3 Premises Multiplexer where multiplexing functions are performed at a CDL. A two-point configuration also connects a CDL and a WATS Serving Office. (T)
(N)
(T)

All Special Access offerings may be provided as a two-point configuration.

With the exception of Temporary Videoband Service, applicable rate elements are:

- Special Access Lines
- Special Transport (when applicable)
- Special Transport Termination (when applicable)
- Supplemental Features (when applicable)
- Multiplexing Arrangements (when applicable)

The following diagram depicts a typical two-point service connecting two CDLs. The service is provided with the supplemental feature of Type C Conditioning:



SAL - Special Access Line
ST - Special Transport
SWC - Serving Wire Center
CDL - Customer Designated Location

Applicable rate elements are:

- Special Access Line (2 applicable)
- Special Transport (per airline mile between SWCs)
- Supplemental Feature of Type C Conditioning (2 applicable)

In addition, a Special Access Surcharge, as set forth in 5.6.9 following, and a Message Station Equipment Recovery Charge, as set forth in 5.6.10 following may be applicable.

(This page filed under Transmittal No. 1103.)

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

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations (Cont'd)(B) Multipoint Service

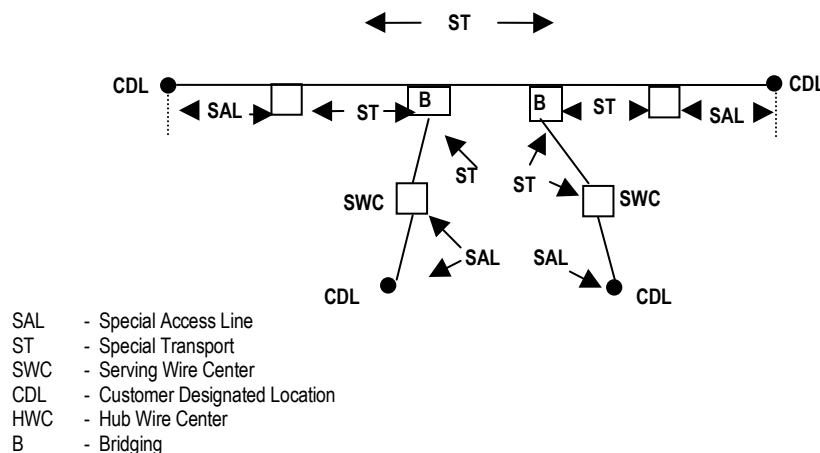
A multipoint configuration is a circuit that is provided to connect three or more CDLs through a Telephone Company Hub Wire Center.

Only Voiceband, Program Audio, Digital Data Service facilities, and Miscellaneous Services where so designated, will be provided as multipoint configurations. There is no limitation on the number of mid-links, but the use of more than three mid-links in tandem may degrade the quality of the multipoint facilities. A mid-link is defined as the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where circuit switching devices, such as loop transfer arrangement, are located.

Multipoint service is provided in the following manner:

- (1) Special Access Line per CDL to their respective serving wire centers.
- (2) Special Transport between serving wire centers associated with the CDLs and the Hub Wire Center.
- (3) Special Transport between Hub Wire Centers.
- (4) Supplemental Features: Bridging equipment for each bridging location and other Supplemental Features when applicable.
- (5) (Reserved for Future Use)
- (6) Multiplexing Arrangements when applicable.

The following diagram depicts a multipoint service connecting four CDLs via two customer specified Hub Wire Centers:



(This page filed under Transmittal No. 25.)

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations (Cont'd)(B) Multipoint Service (Cont'd)

Applicable rate elements are:

- Special Access Lines (4 applicable)
- Special Transport (5 segments, per airline between SWCs and HWCs)
- Bridging (6 applicable, one per bridge port)

In addition, the Special Access Surcharge, as set forth in 5.6.9 following, and the Message Station Equipment Recovery Charge, as set forth in 5.6.10 may be applicable.

5.1.3 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 as set forth in Section 9 following.

5.1.4 Design Layout Report

The Telephone Company will provide to the customer the makeup of the Special Access provided under this tariff to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report and will include the following:

- Cable gauge, length and loading.
- Makeup (e.g., T-Carrier, two-wire, four-wire, etc.)
- Specific pair of circuit assignment at the customer designated location.

The Design Layout Report will be provided to the customer within fourteen working days from the ASR Date. Updated reports will be reissued within fourteen working days whenever facilities provided to the customer are materially changed. Both the initial and updated Design Layout Reports will be provided to the customer at no charge.

5.1.5 Acceptance Testing

At the time of installation, the following test parameters apply:

- (A) For Voiceband services, acceptance testing will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise.

When the Interface Arrangement provides a four-wire voice transmission facility and the point of termination provides two-wire voice transmission (i.e., there is a four-wire to two-wire conversion at the point of termination) balance tests are also included in acceptance testing. When performing installation and acceptance testing, the Telephone Company will test the access service within the LATA.

On four-wire and effective four-wire circuits where the Network Channel Terminating Equipment (NCTE) has the capability of being remotely aligned, the Telephone Company may perform acceptance testing without a Telephone Company technician at the customer's premise. Should the customer request a technician be present at the customer's premise, additional charges will apply as set forth in Section 6.2(C). The applicable rates are in Section 6.2(G).

(This page filed under Transmittal No. 25.)

Issued: December 3, 2010

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.5 Acceptance Testing (Cont'd)

(A) (Cont'd)

If the NCTE at the customer's premise does not have the capability of being aligned remotely, the additional charges will not apply. The Telephone Company will determine the type of NCTE placed at a customer's premise.

- (B) For other analog services (i.e., Program Audio, Video) and for digital services (i.e., Digital Data Services and High Capacity Digital Services), acceptance testing will include tests for the parameters applicable to the service as set forth in Section 7000 of the GTE Technical Interface Reference Manual for each of these services. (D)

When the customer requests the performance of additional cooperative tests which are not required to meet these specified performance parameters, charges as set forth in 6.6 (B) following will apply. All test results will be made available to the customer upon request.

If acceptance tests are not started within 15 minutes after pre-service tests have been completed and the customer has been notified by the Telephone Company, additional charges may apply, as set forth in 6.2 following, unless the delay is caused by the Telephone Company.

5.1.6 Ordering Conditions

Ordering conditions are set forth in detail in Section 3 preceding. Also included in that section, are other charges which may be associated with ordering Special Access (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(A) Determination of Jurisdiction of Mixed Use Special Access Lines

When mixed interstate and intrastate Special Access Service is ordered, the jurisdiction will be determined as follows:

1. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes 10% or less of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.
2. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes more than 10% of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of this tariff.

(This page filed under Transmittal No. 1122.)

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

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.6 Ordering Conditions (Cont'd)(A) Determination of Jurisdiction of Mixed Use Special Access Lines (Cont'd)

4. Lines in service on the effective date of this tariff certified to be jurisdictionally intrastate and having a maximum termination liability associated with them will not be assessed the termination liability. The customer must submit an ASR for each line changing jurisdiction no later than 90 days from the effective date of this tariff to have the termination liability waived.

(B) Special Access Jurisdictional Verification

If a billing dispute arises or a regulatory commission questions the customer's certification of the jurisdiction of the line the Telephone Company will ask the customer to provide the data used to determine the jurisdiction. The customer shall supply the data within 30 days of the Telephone Company's request. The customer shall keep records of system design and functions from which the jurisdiction 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 jurisdiction of the service

(This page filed under Transmittal No. 25.)

Director - Tariffs
600 Hidden Ridge, Irving, Texas 75038

EXHIBIT 27

Verizon Tariff F.C.C. No. 16, Section 7.2, Rate
Categories, Applications and Regulations

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

Issued: September 3, 2010

TARIFF FCC NO. 16

4th Revised Page 7-12

Cancels 3rd Revised Page 7-12

Effective: September 18, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations**

This section contains the specific regulations governing the rates and charges that apply for Special Access.

7.2.1 Rate Categories

The following rate categories apply to Special Access Service:

- Circuit Terminations
- Circuit Mileage
- Optional Features and Functions
- Non Recurring Charges
- Special Access Surcharge
- Special Access Cross Connect
- Term Payment Plan (TPP) - DS1
- Optional Payment Plan (OPP) - Fractional T1# (T)

These rate categories are described in Sections 7.2.1. (A) through (H) following.

Additionally, rates and charges for Integrated Optical Service Riders may also apply to Special Access connected to Integrated Optical Service Riders as set forth in Section 23.1 following.

The following is Verizon's Open Network Architecture (ONA) Special Access Basic Serving Arrangement which provides a cross-reference to the generic ONA product name.

<u>Generic Name</u>	<u>Verizon Name</u>
Dedicated Alert Transport	Alarm Signal Transport Service

The following is a list of Verizon's Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names.

<u>Generic Name</u>	<u>Verizon Name</u>
Automatic Protection Switching	Automatic Loop Transfer
Bridging	Bridging
Conditioning	Conditioning
Multiplexing - Digital 2000	Multiplexing Arrangements

Service availability limited. Refer to # footnote on Page 7-14.1.

(N)

(This page filed under Transmittal No. 1105.)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW
Washington, DC 20005 (T)
Issued: May 28, 2009

TARIFF FCC NO. 16
1st Revised Page 7-13
Cancels Original Page 7-13

Effective: June 12, 2009

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)**

(T)

(A) Circuit Termination

The Circuit Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Circuit 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 Circuit Termination charge applies per customer designated premises at which the circuit is terminated. This charge will apply even if the customer designated premises and the serving wire center are co-located in a Telephone Company building. Connection to Telephone Company provided DS1 or DS3 Circuit Terminations within a serving wire center for customers with EIS will require a Special Access Cross Connect arrangement as described in 7.2.1(F). Circuit Termination rates for DS3 High Capacity Services vary with the number of services and/or level of capacity as set forth in Section 7.2.6 following.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(B) Circuit Mileage**

The Circuit Mileage rate category provides for the end office equipment and transmission facilities between serving wire centers and/or Telephone Company hubs. In addition, when Special Access is used in conjunction with Switched Access Service as set forth in 6.3.2 preceding for Switched Access Interface Arrangements*, and the end office serving the customer's end user premises is not a WATS Serving Office, Circuit Mileage is used to extend the Special Access Circuit to a WATS Serving Office. Connection to Telephone Company provided DS1 or DS3 Circuit Mileage within a serving wire center for customers with EIS will require a Special Access Cross Connect arrangement as described in 7.2.1(F). The Circuit Mileage charge is composed of a flat monthly charge plus a rate per mile.

MetroLAN Circuit Mileage provides flat rate non-distance sensitive facilities for DS1 bandwidth on fiber optic rings as set forth in 7.2.7. The rate element associated with MetroLAN is a monthly recurring charge as set forth in 7.11.5(B). MetroLAN Transport is not a Qualifying Service or a discounted rate element under the National Discount Plan as set forth in Section 22.1 following.

* Circuit Mileage for DS1 and DS3 Special Access, when used with Switched Access, is not available for arrangements between service areas listed under 7.1.10.

Certain material previously appearing on this page currently appears on Original Page 7-14.1.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(B) Circuit Mileage (Cont'd)**

For Fractional T1 Service#, Circuit Mileage must be ordered as Fractional Circuit Mileage in the same grouping (T)
(N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 Circuit Terminations. (M)(x)

DS3 Banded Special transport (as set forth in Section 7.11.5(J) (2) following) provides flat rate transport for certain DS3 bandwidth that is provided under the National Discount Plan. The flat rate transport applies per DS3 service in accordance with Section 22.1.6 following. (M)(x)

Effective September 18, 2010, orders for new Fractional T1 service are no longer permitted. The Telephone Company will continue to provide Fractional T1 service pursuant to this Section 5 on any existing Fractional T1 service that is in service as of September 18, 2010, or any order for Fractional T1 service that is placed with the Telephone Company prior to September 18, 2010, (collectively, Existing Fractional T1), subject to the following conditions: (N)

- a. For any Existing Fractional T1 that is currently subscribed to an Optional Payment Plan (OPP), the Telephone Company will continue to provide Existing Fractional T1 at the discounted rate for the selected OPP period until:
 - (i) the customer replaces the Existing Fractional T1 with another Telephone Company provided service; or
 - (ii) the customer discontinues service, whichever comes first; or
 - (iii) the customer may take no action, and upon expiration of the customer's current OPP, the Telephone Company will convert the customer to Fractional T1 provided in a Standard Arrangement on a month-to-month basis and will provide until June 30, 2013.

Renewal or change in length of the expiring OPP is not permitted. Moves, additions and changes are not permitted.

- b. For any Existing Fractional T1 that is provided in a Standard Arrangement on a month-to-month basis, the Telephone Company will continue to provide Existing Fractional T1 until:
 - (i) June 30, 2013; or
 - (ii) the customer replaces the Existing Fractional T1 with another Telephone Company provided service; or
 - (iii) the customer discontinues service, whichever comes first.

Moves, additions, and/or changes are not permitted.

(x) Certain material currently appearing on this page previously appeared on 3rd Revised Page 7-14.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.1 Rate Categories (Cont'd)

(B) Circuit Mileage (Cont'd)

(1) Fixed Rate

The fixed rate component of Circuit Mileage is applied only once per Circuit Mileage facility. When two or more customer designated premises are served by a common serving wire center (i.e., mileage is zero) the fixed rate component is not applied. Except when served by a common serving wire center, the Circuit Mileage-Fixed charge is applied in full whether the Telephone Company provides one or more than one circuit mileage facility terminations. The Circuit Mileage-Fixed rate does not apply when the Telephone Company provides only an intermediate portion of a circuit mileage facility and no circuit mileage facility terminations. When Special Access is used in conjunction with Switched Access* where the customer's end user premises for the Special Access facility is served by a Telephone Company WATS Serving Office, the fixed rate does not apply.

(S)

(S)

(2) Per Mile Rate

The mileage to be used to determine the monthly rate for the per mile portion of Circuit Mileage is calculated on the airline distance between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Telephone Company hub, between two Telephone Company hubs, or between a Telephone Company end office and a WATS serving office. The serving wire center associated with a customer designated premises is the serving wire center from which this customer designated premises would normally receive dial tone. The methodology for mileage calculation and serving wire center V&H coordinates are specified in National Exchange Carrier Association Tariff FCC. No. 4. Where the calculated miles include a fraction, the value is always rounded up the next full mile.

When hubs are involved, mileage is computed and rates applied separately for each section of the Circuit Mileage, i.e., customer designated premises serving wire center to hub, hub to hub and/or hub to customer designated premises serving wire center. However, when any service is routed through a hub for purposes other than customer specified bridging or multiplexing (e.g., the Telephone Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the customer designated premises.

When more than one Telephone Company is involved in the provision of Special Access Service, the mileage for the per mile component of Circuit Mileage for each Telephone Company is calculated as set forth in 2.4.7 preceding.

(S) Reissued material originally issued under Transmittal No. 980 and scheduled to become effective January 7, 2009

Effective: May 1, 2001

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.1 Rate Categories (Cont'd)(C) Optional Features and Functions

Optional Features and Functions may be added to a basic circuit service to improve its quality or utility to meet the customer's specific communications requirements. These optional features and functions are identifiable with specific equipment, and 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 for a single rate element.

Descriptions for each of the available Optional Features and functions are set forth in Sections 7.3 through 7.11 following. Specific rate applications for multiplexing are set forth in 7.2.5 following.

(D) Nonrecurring Charge

Nonrecurring charges are one-time charges that apply for installation of Special Access Services, installation of optional features and functions, and moves and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are applied per Circuit Termination.

Two levels of charges apply for the installation of a three or twelve capacity DS3 High Capacity system as set forth in Section 7.2.6 (A) following. A nonrecurring charge applies for the first Circuit Termination ordered by the customer and a separate nonrecurring charge will apply to each additional Circuit Termination to be installed within the same three or twelve capacity system between the same customer locations. For individual noncapacity DS3 service, the nonrecurring charge for each installation will apply at the same rate per DS3 Circuit Termination.

Customers subscribing to the Fractional T1 OPP arrangements, at rates set forth in 7.11.5(A), will not be assessed a nonrecurring charge.

The Regulations in Section 7.2.1(D)(3) will apply to FT1 OPP customers when required for charges and other service rearrangements.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(D) Nonrecurring Charge (Cont'd)****(2) Installation of Optional Features and Functions**

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.

The optional features for which non-recurring charges apply are:

- Voice Grade Data Capability
- Voice Grade Telephoto Capability
- Program Audio Gain Conditioning
- Program Audio Stereo

- DS3 Premises Multiplexer

(D)

(3) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, or that involve actual physical change to the service. Changes to pending orders are set forth in 5.3.1 preceding.

Changes in the type of service will be treated as a discontinuance of the service and an installation of a new service.

Changes in the physical location of the point of termination are treated as moves which are described and charged for as in 7.2.1(D)(4).

Changes from a point-to-point DS3 High Capacity Service to a point-to-point DS3 High Capacity Service provided with the DS3 Premises Multiplexer optional feature, as set forth in Section 7.11.4(5) following, are treated as a discontinuance of the service and an installation of a new service.

Changes from a DS3 High Capacity Service multiplexed at a Telephone Company Hub to a point-to-point DS3 High Capacity Service provided with the DS3 Premises Multiplexer optional feature, as set forth in Section 7.11.4(5) following, are treated as a discontinuance of the service and an installation of a new service.

Changes involving the retermination of a Special Access DS1 High Capacity Service from a channel assignment on a DS3 to DS1 multiplexing arrangement at a Telephone Company Hub to a channel assignment on a DS3 Premises Multiplexer, as set forth in Section 7.11.4(5) following, are treated as a discontinuance of the service and an installation of a new service.

- (a) Administrative changes will be made without charge(s) to the customer.

Effective: May 1, 2001

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.1 Rate Categories (Cont'd)

(D) Nonrecurring Charge (Cont'd)

(3) Service Rearrangements (Cont'd)

(a) (Cont'd)

Administrative changes are as follows:

- Change in name or ownership or transfer of responsibility from one customer to another, provided there is no interruption of use or relocation of Special Access service.
- 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 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,
- Change of agency authorization, and
- Change in jurisdiction involving no physical changes to the service.

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(D) Nonrecurring Charge (Cont'd)****(3) Service Rearrangements (Cont'd)****(b) All other service rearrangements will be charged for as follows:**

- If the change involves the addition of another termination to an existing two-point or multipoint service, installation charges for each location added will apply.
- If the change involves the addition of an optional feature or multiplexing arrangement, the installation charge associated with the optional feature or multiplexing arrangement will apply. When the optional feature or arrangement has no associated nonrecurring charge (or rated at \$.00), one circuit termination nonrecurring charge for the type of service involved (i.e., voicegrade circuit termination, DDS circuit termination, etc.) will be applied to the order.
- If the change involves only changing the type of network interface, with no change in facility, the installation charge associated with each service receiving a network interface change will apply.
- If the change involves changing a two-wire service to a four-wire service or vice versa, the installation charge for each location changed will apply.
- If the change involves only rollovers or grooming, then no charges will apply. A rollover is the retermination of a segment of a lower capacity special access service onto a higher capacity special access service. The rollover must occur in the wire center where the higher capacity service is multiplexed with no other changes to the lower capacity service being reterminated (i.e., the segment must not require rerouting to connect to the multiplexer of the higher capacity service).
- Grooming is the retermination of a lower capacity special access service from one channel in a higher capacity special access service to another channel in the same higher capacity service or to another channel in another higher capacity special access service (i.e., change in connecting facility assignment) in the same wire center, with no other changes to the lower capacity service.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

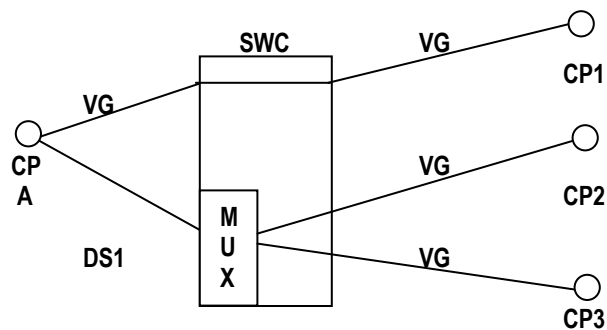
7.2.1 Rate Categories (Cont'd)

(D) Nonrecurring Charge (Cont'd)

(3) Service Rearrangements (Cont'd)

Rollove – Example 1 Current Configuration

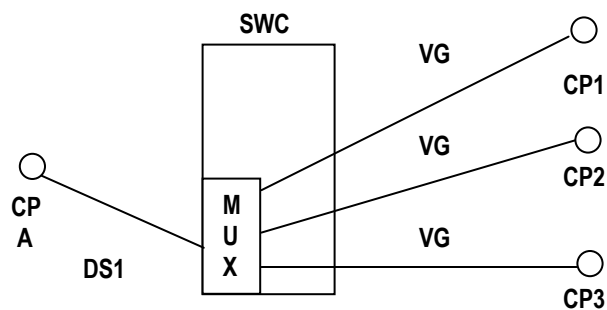
CP = Customer
Premises



The customer requests that the voiceband circuit (VG) between customer premises A and customer premises 1 be "rolled over" to the DS1 serving customer premises A. No. NRCs apply for this request.

Rollover – Example 1 New Configuration

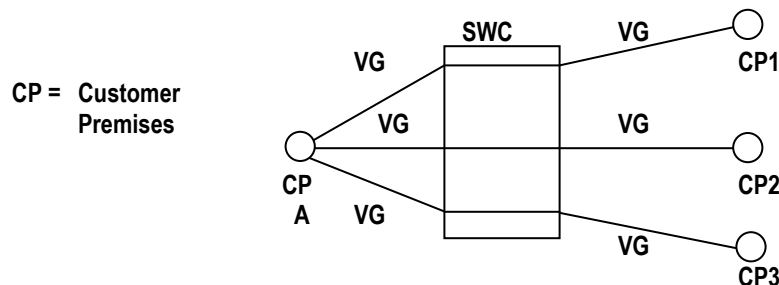
CP = Cusoter
Premises



Effective: May 1, 2001

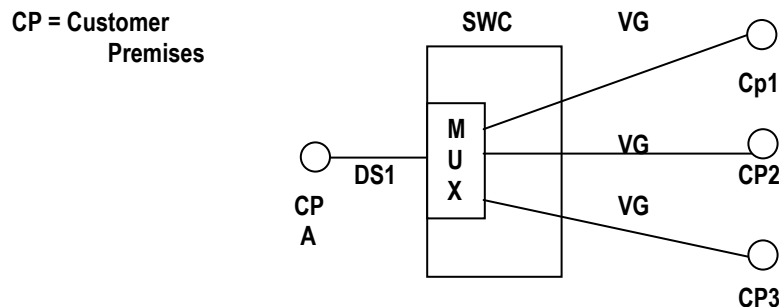
ACCESS SERVICE**7. Special Access Service** (Cont'd)**7.2 Rate Categories, Applications, and Regulations** (Cont'd)**7.2.1 Rate Categories** (Cont'd)**(D) Nonrecurring Charge** (Cont'd)**(3) Service Rearrangements** (Cont'd)

**Rollover – Example 2
 Current Configuration**



The customer request the installation of DS1 between the serving wire center (SWC) and customer premises A and DS1/Voice multiplexer in the SWC. The customer also request that hte voiceband circuites serving customer premises 1,2 and 3 be "rolled over" to the new DS1. All NRCs aply for the installation of the DS1 and multiplexer. No NRCs apply for the voiceband roll overs to the new high capacity circuit.

**Rollover – Example 2
 New Configuration**



Effective: May 1, 2001

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

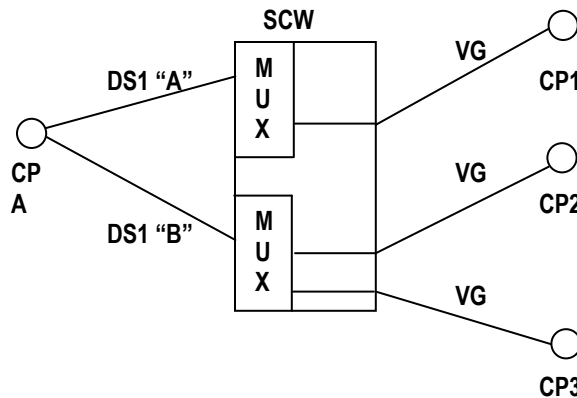
7.2.1 Rate Categories (Cont'd)

(D) Nonrecurring Charge (Cont'd)

(3) Service Rearrangements (Cont'd)

Grooming – Example 1 Current Configuration

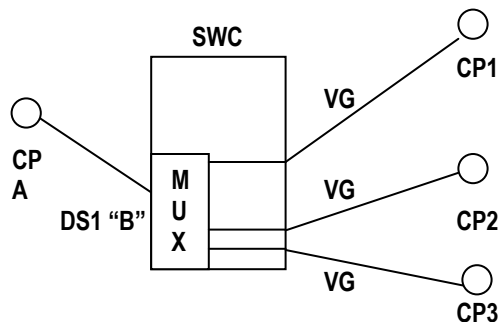
CP = Customer
Premises



The customer request that the voiceband (VG) circuit serving customer premises 1 be moved from the DS1 "A" circuit to the DS1 "B" circuit. No NRCs apply for this request.

Grooming – Example 1 New Configuration

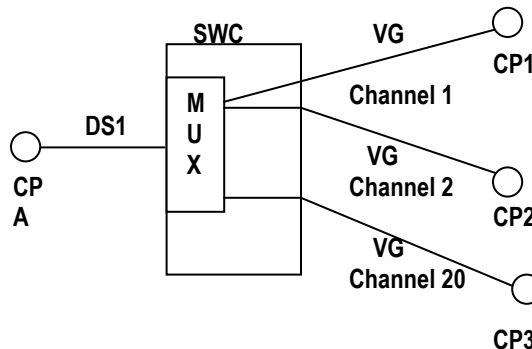
CP = Customer
Premises



Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service** (Cont'd)**7.2 Rate Categories, Applications, and Regulations** (Cont'd)**7.2.1 Rate Categories** (Cont'd)**(D) Nonrecurring Charge** (Cont'd)**(3) Service Rearrangements** (Cont'd)**Grooming – Example 2
Current Configuration**

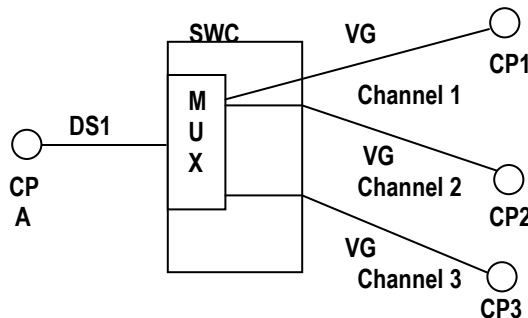
CP = Customer
Premises



The customer request that the voiceband (VG) circuit serving customer premises 1 be moved from the DS1 "A" circuit to the DS1 "B" circuit. No NRCs apply for this request.

**Grooming – Example 2
New Configuration**

CP = Customer
Premises



- If the change involves reterminations other than Rollover and/or Grooming, all NRCs associated with the installation of the lower capacity service will apply.
- In cases where multiple service rearrangements or an additional termination or a move and a service rearrangement are requested on a single ASR, the total charge will never exceed the full nonrecurring charge for the basic service.

(This page filed under Transmittal No. 26.)

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(D) Nonrecurring Charge (Cont'd)****(4) Moves**

A move involves a change in the physical location of the point of termination of Special Access. A move normally involves an interruption of Special Access for the period required to complete the move. No credit allowance will be granted for that period. Special construction may also be applicable at the different customer premises.

A customer may request that Special Access not be interrupted during a move. To comply with that request, it may be necessary to install a duplicate Special Access, and subsequently discontinue the existing Special Access. Charges, monthly and nonrecurring, will apply for the duplicate Special Access. A new minimum period will be established for the duplicate portion of the Special Access, depending on which end of the Special Access is moved. The customer will remain responsible for all minimum period charges associated with the corresponding portion of the disconnected Special Access.

The charge for the move depends on whether the move is within the same customer premises or to a different customer premises.

(A) Same CDL

When the move of a termination, as defined in Section 2.1.5, for special access is to a new point within the same customer premises (same address and/or same building), the charge for the move will be the installation charge for the portion of the service being reterminated. There will be no change in the minimum period requirements. For services subject to payment plan regulations, the same payment period will remain in force.

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.1 Rate Categories (Cont'd)****(D) Nonrecurring Charge (Cont'd)****(4) Moves (Cont'd)****(B) Different Customer Premises**

- (1) When the move is to a different customer premises (different address and different building), except as specified below, it will be treated as a disconnect and an installation of service. The appropriate service installation charge for the service termination(s) affected will apply. A new minimum period will be established for the installed Special Access Service. The customer will remain responsible for all minimum period charges associated with the disconnected Special Access Service. For services subject to payment plan regulations, a new payment plan will be established and full assessment of the remaining liabilities will be applicable.
- (2) When the move is to a different customer premises but served by the same serving wire center, the following conditions apply:
 - A change ASR will be required.
 - The appropriate service installation charge for the service termination(s) affected will apply.
 - For Special Access services subject to payment plan regulations, if the customer of record remains the same with no lapse in service, the appropriate NRCs for changes will apply. Otherwise, the move will be treated as a disconnect and an installation of service and all appropriate NRCs and full assessment of the remaining liabilities will be applicable.

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service** (Cont'd)**7.2 Rate Categories, Applications, and Regulations** (Cont'd)**7.2.1 Rate Categories** (Cont'd)**(E) Surcharge for Special Access Service****(1) General**

Special Access Services provided under this tariff may be subject to the monthly Special Access Surcharge.

(2) Application

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. 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.

The monthly Special Access Surcharge applies to special access facilities on a per voice equivalent basis as shown in the following example:

<u>Special Access Facility</u>	<u>Voice Grade Equivalent</u>	<u>Surcharge</u>	<u>Monthly Charge</u>
Group	12 x	\$25	= \$300.00
DS1	24 x	\$25	= \$600.00

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.1 Rate Categories (Cont'd)

(E) Surcharge for Special Access Service (Cont'd)

(2) Application (Cont'd)

In the case of multipoint special access facilities, one Special Access Surcharge will apply for each termination of a special access circuit at an end user's premises.

The Telephone Company will bill the customer who orders the special access facility the Special Access Surcharge per installation unless the facility is exempt from the surcharge as set forth in (3) following.

When the customer orders DS3 Premises Multiplexer as set forth in Section 7.11.4(5) following, the Special Access Surcharge will apply to the DS1s that are derived from the multiplexer unless written certification is provided in accordance with this Section 7.2.1(E). (N) (N) (N)

(3) Exemption

The special access facility will be exempted from the monthly surcharge upon receipt of the customer's written certification for the following Special Access Service terminations:

- 1) an open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALs; or
- 2) an analog circuit termination that is used for radio or television program transmission; or
- 3) a termination used for TELEX service; or
- 4) a termination that by the nature of its operating characteristics could not make use of Telephone Company common lines such as terminations which are restricted through hardware or software; or
- 5) 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 special access facility accesses only FGA and no local exchange lines, or special access facility between customer points of termination, or special access facility connecting CCSA or CCSA-type equipment (inter-machine trunks); or a termination that the customer certifies to the Telephone Company is not connected to a PBX or other device capable of interconnecting the special access facility to a local exchange subscriber line.

Written certification for exemption must include the reason the service is exempted from the surcharge using the categories of exemption as stated above. An ASR may be used for exemption certification, provided all information as required by this section is included. The Telephone Company will bill the surcharge to all customers who have not provided valid exemption certification.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

Issued: September 3, 2010

TARIFF FCC NO. 16

6th Revised Page 7-28

Cancels 5th Revised Page 7-28

Effective: September 18, 2010

ACCESS SERVICE7. **Special Access Service** (Cont'd)7.2 **Rate Categories, Applications, and Regulations** (Cont'd)7.2.1 **Rate Categories** (Cont'd)(E) **Surcharge for Special Access Service** (Cont'd)(3) **Exemption** (Cont'd)

The Telephone Company will cease billing the Special Access Surcharge when certification that the Special Access facility has become exempt from the surcharge, as set forth preceding, is received. If the status of the special access facility was changed prior to the receipt of the exemption certification, the Telephone Company will credit the customer's account, not to exceed ninety days, based on the effective date of the change specified by the customer in the letter of certification.

(4)	<u>Rate</u>	<u>USOC</u>	<u>Monthly Rate</u>
	Surcharge for Special Access Service		
	- Applicable to all jurisdictions of the Issuing Carriers listed on Title Pages 2 and 2.1.		
	- Per Voice Grade Equivalent	S25	\$25.00

(F) **Special Access Cross Connect for EIS #**

(T)

The Special Access Cross Connect charge provides the communications path between Telephone Company provided DS0 (DDS operating at 64Kbps or Fractional T1 bandwidths), DS1 or DS3 Circuit Termination or Circuit Mileage and a customer's transmission equipment and facilities where the customer is provided EIS as defined in Section 17. The Special Access Cross Connect charge may also provide the communications path between a customer's transmission equipment and facilities where the customer is provided EIS and EIS arrangements of another customer via Dedicated Transport Service as set forth in Section 19.1. The Special Access Cross Connect is available as DS0, DS1 or DS3 connections. The DS0 Cross Connect can accommodate 64Kbps DDS and Fractional T1 bandwidths of 128 Kbps, 256 Kbps and 384 Kbps. The Cross Connect arrangement may be connected directly to Telephone company provided 64Kbps DDS or Fractional T1/DS0, DS1 or DS3 services or to a Telephone Company provided 64 Kbps DDS or Fractional T1/DS0, DS1, or DS3 multiplexing arrangement located in a Telephone Company Hub. The Cross Connect charge applies per DS0 (64Kbps), DS1, or DS3 connection. (S)(x)

Fractional T1 (FT1) bandwidths service availability limited. Refer to # footnote on Page 7-14.1.

(N)

(x) Reissued material filed under Transmittal No. 1103 and effective on September 2, 1010.

Certain material previously appearing on this page currently appears on Original Page 7-28.1.

(This page filed under Transmittal No. 1105.)

ACCESS SERVICE

7. **Special Access Service** (Cont'd)

7.2 **Rate Categories, Applications, and Regulations** (Cont'd)

7.2.1 **Rate Categories** (Cont'd)

(E) **Surcharge for Special Access Service** (Cont'd)

(F) **Special Access Cross Connect for EIS #** (Cont'd)

Fractional T1 service can be designed to carry various DS0 combinations. Therefore, The DS0 Cross Connect charge for Fractional T1 will be assessed as follows: (M)(x)

128 Kbps: 2 DS0 Cross Connects

256 Kbps: 4 DS0 Cross Connects

384 Kbps: 6 DS0 Cross Connects

In addition to the Special Access Cross Connect arrangements described herein, Optical Facility Terminations are available as described in Section 19.2.

Rates for DS0, DS1, and DS3 Cross Connect arrangements listed in Section 7.11.5 and rates for Optical Facility Terminations listed in Section 19.2(E) will apply in addition to the other rates and charges as specified in Section 17. (M)(x)

Fractional T1 (FT1) bandwidths service availability limited. Refer to # footnote on Page 7-14.1.

(N)

(x) Certain material currently appearing on this page previously appeared on 5th Revised Page 7-28.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(G) DS1 Term Payment Plan (TPP)****(1) Description**

The DS1 Term Payment Plan (TPP) allows customers term discounts for DS1 circuit termination. A customer may select this service for either a single state or multi-state level. TPP is offered for a 1, 2, 3, or 5 year service commitment period for the DS1 circuit termination. All TPP DS1 circuit terminations will be billed the same rate, depending on the length of the term selected by the customer.

During the TPP term, a customer may not concurrently subscribe its Special Access DS1 Services to a National Discount Plan as set forth in Section 22 following.

(2) Rate Changes

Decreases in the TPP monthly recurring circuit termination rates will be passed on to subscribers of the plan.

(3) Commitment Levels

To initiate a TPP, on either a single state or multi-state plan, the minimum commitment is as shown below.

Number of States	Minimum Number of Circuit Terminations
1	25
2	50
3	75
4	100
5 and over	125

The commitment levels will be met if the customer has the minimum number of DS1 TPP circuit terminations in service. If the customer has committed to more than the minimum number of circuit terminations required, as shown above, an allowance of minus 2% or plus 5 % will be considered as having met the commitment level. If the customer disconnects service under its DS1 TPP in order to replace it with a Replacing Service pursuant to Section 2.9 preceding, the terms and conditions for a Technology Migration as set forth in Section 2.9 preceding apply, including the calculation affecting the Annual Review as set forth in Section 2.9.1 preceding. (N)

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(G) DS1 Term Payment Plan (TPP)****(4) Changes to Commitment Levels**

Written notice must be submitted by the customer to change the commitment level of DS1 circuit terminations. If, as the result of increasing or decreasing the commitment level, service is changed from a TPP to a DS1 standard arrangement, or from a standard arrangement to a TPP arrangement an ASR will be required within 30 days for all services changed. Only one TPP arrangement will be allowed per customer for each term period. Penalties for decreasing the commitment level are discussed in 7.2.1(G)(8).

(5) TPP Plan Enrollment

When the customer elects to enroll in a TPP they must specify, in writing, the enrollment date (which will be the anniversary date) and the commitment level. The specified enrollment date must be within 30 days of receipt. The customer must also select whether the TPP will be a single state or multi-state plan and specify the states to be included. By the specified date the customer must issue ASRs to add DS1 circuit terminations to the TPP and/or convert standard arrangement to the TPP to fall within the commitment range specified in 7.2.1(G)(3).

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW (T)
Washington, DC 20005 (T)
Issued: November 17, 2010

TARIFF FCC NO. 16

1st Revised Page 7-31
Cancels Original Page 7-31

Effective: December 2, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(G) DS1 Term Payment Plan (TPP)****(6) Annual Review**

Each customer's TPP will be reviewed annually to determine if the customer met its commitment of TPP DS1 circuit terminations (including any DS1 circuit terminations that were replaced by a Replacing Service using the methodology for a Technology Migration specified in Section 2.9.1 preceding). The customer will be notified in writing as to the status of the TPP. This notification will inform the customer of any TPP DS1 circuit terminations that must be converted. If the customer has increased the number of DS1 circuit terminations from the initial commitment beyond the range specified in 7.2.1(G)(3), he will have the option of increasing the commitment level for the remainder of the plan. If the customer chooses not to increase the commitment level of DS1 circuit terminations for the remaining year(s) of the plan, he must convert the increased number of DS1 circuit terminations to the standard payment plan. The DS1 circuit terminations that are converted to the standard payment plan will not be eligible for reconversion to the TPP for a ten month period. The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 circuit terminations being decreased. The customer will have 30 days from receipt of this notification to convert DS1 circuit terminations. (N)

If the customer does not take action during the 30 day period, the commitment level will be automatically changed to the number of TPP DS1 circuit terminations in effect at the anniversary date. Penalties will apply as set forth in 7.2.1(G)(8). (N)

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(G) DS1 Term Payment Plan (TPP)****(7) TPP Conditions**

If a DS1 service has two DS1 circuit terminations, to include this service as part of a TPP, both DS1 circuit terminations must be in the TPP.

After enrolling in the plan, the customer may add or delete DS1 circuit terminations rated at the specified term period rate at any time during the plan. For example, if the customer agrees to a 2 year TPP, they may add DS1 circuit terminations at any time at the 2 year TPP rate.

Individual states can not be added or deleted during the plan period.

A customer may subscribe to only one plan for each term period within a given state.

(8) Penalties for Failing To Meet Commitment

When the number of TPP Services at the annual review is less than the acceptable commitment range, the following penalty charges will apply, based on the difference between the commitment level less 2% and the number of TPP services in effect at the annual review. For example, if the commitment level is 100 and the customer has 90 DS1 TPP circuit terminations at time of annual review, the penalties described below will be applied to the difference of 98 (2% less than 100) and 90, which would be 8 in this example.

- (a) The penalties charged during the first year of the TPP will be the full MRC for 4 months plus 10% of the MRC for the remaining number of months.
- (b) The penalties charged during the subsequent years of the TPP will be 10% of the MRC for 4 months plus 10% of the MRC for the remaining number of months.

Effective: May 1, 2001

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(9) TPP Nonrecurring Charge

Customers subscribing to a TPP will be assessed a nonrecurring charge per circuit termination except in the following conditions:

- when converting standard arrangement circuit terminations to a TPP.

(10) Changes in Length of a TPP Period

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

- no credit will be given for the new payment period for payments made under the original TPP arrangement
- NRCs will not be reapplied for existing service(s)
- if the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a disconnect of the existing TPP service and termination liability charges will apply
- the rates for the new period will be the rates currently in effect at the time of the change.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
 1300 I Street NW (T)
 Washington, DC 20005 (T)
 Issued: November 17, 2010

TARIFF FCC NO. 16

1st Revised Page 7-34
 Cancels Original Page 7-34

Effective: December 2, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(G) DS1 Term Payment Plan (TPP)****(11) Renewal Options**

At the expiration of a TPP period, the customer may select a new TPP period or convert to a month to month payment plan. If the customer fails to make this selection, the Telephone Company will notify the customer and continue one additional month of TPP billing. If the customer does not select a new payment plan within 30 days from the expiration date, billing will automatically convert to the DS1 month to month payment plan.

At the expiration of the TPP period, if the customer renews at the DS1 quantity in service at the end of his previous TPP, or a greater quantity, and makes no change in the selected states, then any penalties that may need to be assessed at the first anniversary of the renewal period will be assessed as set forth in 7.2.1(G)(8)(b). The rates for the renewal period will be the rates in effect at the time of the renewal.

(12) Upgrade to Higher Speed Service

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

If both of the following conditions exist, the commitment level will be decreased by the number of TPP DS1 circuit terminations that are upgraded to a higher speed service.

- The customer must notify the Telephone Company in writing in addition to the ASR.
- The higher speed service period must be longer in length than the time remaining under the TPP.

(13) Technology Migrations**(N)**

For customers who subscribe to or renew their subscription to a DS1 TPP on or after December 2, 2010, the customer may disconnect a DS1 Circuit Termination included in the DS1 TPP in order to replace such DS1 Circuit Termination with a Replacing Service pursuant to Section 2.9 preceding.

For customers who subscribed to a DS1 TPP prior to December 2, 2010, Section 7.2.1(G)(12) preceding includes replacements of DS1 Circuit Terminations with Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service of a higher speed. However, the customer may, at its option, replace a DS1 Circuit Termination with a Replacing Service pursuant to Section 2.9 preceding in lieu of Section 7.2.1(G)(12) preceding.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(H) Optional Payment Plan (OPP) # (T)

(1) General

- (a) The terms and conditions specified herein are applicable to Fractional T1 Service (FT1).
- (b) Only the Circuit Termination rate element is available under an OPP. All other associated rate elements or additional features are available at the minimum month-to-month tariffed rates and regulations.
- (c) FT1 Circuit Termination rates will not be greater than minimum month-to-month tariffed rates and regulations.
- (d) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.
- (e) Payment periods of one year, three year, and five year are available to all customers at the applicable rates set forth in 7.11.5(A) regardless of when they subscribe to an OPP arrangement.
- (f) The customer must designate on the ASR the payment period for the OPP.
- (g) Inside moves, provided in accordance with 7.2.1(D) (4), will not incur termination liability charges.
- (h) Outside moves, provided in accordance with 7.2.1(D) (4) (B), will allow the customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

Service availability limited. Refer to # footnote on Page 7-14.1. (N)

(This page filed under Transmittal No. 1105.)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW (T)
Washington, DC 20005 (T)
Issued: September 3, 2010

TARIFF FCC NO. 16

1st Revised Page 7-36
Cancels Original Page 7-36

Effective: September 18, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(H) Optional Payment Plan (OPP)****(2) Changes in Length of OPP Period**

For all services except Fractional T1 Service, prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a new disconnect of the existing OPP service and termination liability charges apply.

In accordance with the # footnote on Page 7-14.1 preceding, the customer may not extend the expiring OPP period of Fractional T1 Service. (N)
(N)

(3) Renewal Options

- (a) For all services except Fractional T1 Service, at the expiration of an OPP period, the Telephone Company will automatically renew the service at the same OPP period unless the customer chooses to convert to a different OPP period, convert to month-to-month rates or discontinue service. (C)
- (b) Conversion to a different OPP period will require the customer to submit a change order ASR. conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.
- (d) In accordance with the # footnote on Page 7-14.1 preceding, the customer may not renew the expiring OPP period of Fractional T1 Service. (N)
(N)

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(H) Optional Payment Plan (OPP)****(4) Notification of Discontinuance**

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company received disconnect notification or until the requested disconnect date, whichever period is longer.

(5) Upgrade to Higher Speed Service

Customers may elect to upgrade service to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the requirements set forth in 7.2.1(D)(B)(2).
- If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
 1300 I Street NW (T)
 Washington, DC 20005 (T)
 Issued: September 3, 2010

TARIFF FCC NO. 16

1st Revised Page 7-38
 Cancels Original Page 7-38

Effective: September 18, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications and Regulations****7.2.1 Rate Categories****(H) Optional Payment Plan (OPP)****(6) Termination Liability**

When an OPP service is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

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

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

Five Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

(7) Termination Without Liability

During an OPP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the OPP arrangement without penalty or liability.

A customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4, or 6), subject to the following rate applications:

- The changes service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the changed service remains connected at the same point of termination(s) or meets the requirements of 7.2.1(D)(4)(B)(2).
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

At the end of the OPP period, the customer may continue with Fractional T1 Service on a month-to-month basis (N) as specified in the # footnote on Page 7-14.1 preceding. Termination liability is not applicable during this period (N) of continuance. (N)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW |
Washington, DC 20005 (T)
Issued: December 13, 2007

TARIFF FCC NO. 16

2nd Revised Page 7-39
Cancels 1st Revised Page 7-39

Effective: December 28, 2007

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.2 Minimum Periods**

The minimum service period for all services except part-time and occasional Program Audio services and High Capacity DS3 services is one month. The minimum service period for part-time Program Audio Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.). The minimum period for High Capacity DS3 Service is that period requested by the customer as set forth in Section 7.2.6 (B) following. (C)

The minimum service periods for High Capacity DS3 Services and High Capacity DS1 Services that are included in a National Discount Plan are set forth in Section 22.1.8 following. (C)

7.2.3 Application of Daily and Monthly Rates**(A) Daily Rates**

Daily rates are recurring rates that apply to each 24 hour period or fraction thereof that a Program Audio Special Access Service is provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day. (C)

Part-time Program Audio Service ordered on one Access Service Request and provided within a consecutive 30 day period will be charged the daily rate, not to exceed an amount equal to the monthly rate. For each subsequent day or part day, a charge equal to 1/30th of the monthly rate shall apply. (C)

(B) 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)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.4 Facility Hubs and Multiplexing**

A customer has the option of ordering Voice Grade facilities or High Capacity facilities (i.e., DS1, DS2, DS3 or (D) DS4) to a facility hub for multiplexing to individual services of a lower capacity or bandwidth (e.g., Voice, Program (D) Audio, etc.). Additionally, the customer may specify optional features for the individual circuits derived from the facility to further tailor the circuit to meet specific communications requirements.

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from digital to voice frequency circuits

A hub is a Telephone Company designated wire center at which multiplexing functions are performed.

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When placing an Access Service Request the customer will specify the desired hub. The National Exchange Carrier Association Tariff FCC No. 4 identifies serving wire centers, hub locations and the type of multiplexing functions available.

When a DS3 High Capacity Service is multiplexed at a customer designated premises, such configuration is not a Telephone Company Hub for purposes of administering the terms and conditions of this tariff.

For DS3 High Capacity Service, multiplexing functions may also be performed at a customer designated premises using the DS3 Premises Multiplexer optional feature set forth in Section 7.11.4(5) following.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW |
Washington, DC 20005 (T)
Issued: December 13, 2007

TARIFF FCC NO. 16

1st Revised Page 7-41
Cancels Original Page 7-41

Effective: December 28, 2007

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.4 Facility Hubs and Multiplexing (Cont'd)**

Point to point services may be provided on circuits of these facilities to a hub. The transmission performance for the point to point service provided between the customer designated premises will be that of the lower capacity or bit rate.

The Telephone Company will commence billing the monthly rate for the facility to the hub on the date specified by the customer on the Access Service Request. The customer will be billed for a High Capacity or Voice Grade Circuit Termination, Circuit Mileage, Special Access Cross Connect and the multiplexer for the service at the time the facility is installed. 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. Individual service rates (by service type) will apply for a Circuit Termination and additional Circuit Mileage (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading multiplexing occurs when a high capacity circuit is de-multiplexed to provide circuits with a lesser capacity and one of the lesser capacity circuits is further demultiplexed. When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Circuit Mileage charges also apply between the hubs.

Although not requiring multiplexing, the Telephone Company will designate certain hubs for Program Audio (C) Services. Full-time service will be provided between a customer designated premises and a hub and billed accordingly at the monthly rates set forth in 7.6.5 and 7.7.4 for a Circuit Termination, and Circuit Mileage and Optional Features and Functions as applicable. The customer may order part-time and occasional Program Audio as needed between the hub and a second customer designated premises. The rate elements required to (C) provide the part-time or occasional service (i.e., Circuit Termination, and Circuit Mileage and Optional Features as applicable) will be billed at daily rates for the duration of the service requested.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.5 Shared Use Analog and Digital High Capacity Services**

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched* and Special Access based on the relative proportion of channels used for Switched and Special Access in the following manner. When the Shared Use facility is associated with a DS3 Premises Multiplexer as set forth in Section 7.11.4(5) following, the Shared Use facility must be ordered as Special Access. (N)

If the facility is ordered as Special Access, rating as Special Access will continue until such time as a portion of the available capacity is used to provide Switched Access Service*. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Switched Access and the number of remaining channels on the Special Access facility according to the following formula: 1) the total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Special Access Charge times the number of channels remaining for Special Access divided by 24 for DS1 or 672 for DS3. (N)

If the facility is ordered as Switched Access, rating as Switched Access* will continue until such time as a portion of the available capacity is used to provide Special Access service. As individual channels are activated for Special Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the following formula: 1) the total shared use charge is equal to the Monthly Special Access Charge times the number of channels used for Special Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly switched and special access rate used will be the appropriate rate (Special Access Circuit Termination, Circuit Mileage-Fixed and Per Mile*, and/or Multiplexer rates, and Switched Access Entrance Facility, Direct-Trunked Transport and/or Multiplexer rates) for the underlying shared use facility, e.g., if the underlying facility is a special access DS3 service, the corresponding Switched Access DS3 Transport will be used to determine the Switched Access monthly charges.

In the case of a National Discount Plan, the discounts as set forth in Section 22.1.5 following must be applied to the Special Access DS3 Service or Special Access DS1 Service, as applicable, before the monthly charges are apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the formula above.

* Shared Use Analog and Digital High Capacity Services, are not available for arrangements between service areas listed under 7.1.10.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.6 DS3 High Capacity*

- (A) A DS3 (44.736Mbps) High Capacity Circuit Termination may be ordered as an Individual, 3-System or 12-System. A Circuit Termination may be ordered with an electrical or optical interface.

DS3 Circuit Terminations are non-distance sensitive and are provided on a protected basis.

Individual System

An Individual System is a single DS3 between a CDL and the serving wire center. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with an Individual System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit.

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National Discount Plan as specified in Section 22.1.6 following. (N)
(N)

3-System

The 3-System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 Circuit Terminations, up to a maximum of two. Additional Circuit Terminations may only be added with the same interface, electrical or optical, as the First System. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with a 3-System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit.

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National Discount Plan as specified in Section 22.1.6 following. (N)
(N)

Material previously shown on this page now appears on Page 7-44.

* DS3 High Capacity service may be provided between service areas shown under 7.1.10, where facilities and conditions permit.

(This page filed under Transmittal No. 811.)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.6 DS3 High Capacity (Cont'd)****(A) (Cont'd)****12-System**

The 12-System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 Circuit Terminations, with a maximum of eleven. Additional Circuit Terminations may only be added with the same interface, electrical or optical, as the First System. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with a 12-System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit in accordance with Section 7.2.1(B).

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National Discount Plan as specified in Section 22.1.6 following

(B) Minimum Service Periods**(T)**

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 service within a three/twelve capacity system can have a different minimum service period. Each DS3 Circuit Termination of a two-point DS3 service must have the same minimum service period.

The minimum service periods for Special Access DS3 Service and Special Access DS1 Service that are included in a National Discount Plan are set forth in Section 22.1.8 following

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, the customer will receive full credit for the amount of time the service was provided under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one-year minimum service period, after six months decides to select the three year minimum service period, the customer will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

(C) Expiration of Service Periods

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 service period will begin based on the previously effective service period. All terms and conditions, including subsequent Termination Liabilities will apply to the new DS3 Period.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (S)(x)
 1300 I Street NW (S)(x)
 Washington, DC 20005 (S)(x)
 Issued: November 17, 2010

TARIFF FCC NO. 16

3rd Revised Page 7-45
 Cancels 2nd Revised Page 7-45

Effective: December 2, 2010

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.6 DS3 High Capacity (Cont'd)****(C) Expiration of Service Periods (Cont'd)**

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period.

(S)(x)

(D) Discontinuance Without Liability - DS3 Minimum Service Period

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

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 in order to subscribe such DS3 Service to the NDP as set forth in Section 22 following.

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 (N) in order to replace the DS3 Service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(N)

(E) Discontinuance With Liability - DS3 Minimum Service Period

When a DS3 service is discontinued prior to the end of the minimum service period, the customer will be liable for a percentage of the total monthly charges for the remaining portion of the minimum service period. This charge will be based on the rates in effect at the time of disconnect. The customer's total liability is dependant upon the number of months remaining within the year that the service is discontinued times the liability rate for that year plus the total monthly charges for each annual period remaining in the minimum service period times the applicable liability rate. The liability rates for each year of the minimum service period are as follows:

<u>Year In Which Service Is Discontinued</u>	<u>Liability Rate</u>
1	45%
2	30%
3	25%
4	20%
5	15%
6	10%
7	5%

For example, if a customer with a seven year minimum service period discontinues DS3 service after six months within the 4th year, the customer will be liable for 20% of the total monthly charges for six months, 15% of the total monthly charges for the 5th year, 10% of the total monthly charges for the 6th year and 5% of the total monthly charges for the 7th year.

(x) Reissued material originally filed under Transmittal No. 1118 on November 15, 2010, and scheduled to become effective November 30, 2010.

(This page filed under Transmittal No. 1119.)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory
1300 I Street NW
Washington, DC 20005
Issued: July 2, 2012

TARIFF FCC NO. 16
4th Revised Page 7-46
Cancels 3rd Revised Page 7-46

Effective: July 17, 2012

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.6 DS3 High Capacity (Cont'd)**

(F) (Reserved for Future Use) (C)

(D)

|

(D)

(G) Upgrades

(1) Upgrade to a Larger Capacity System

At the customer's option, upgrades from a smaller capacity system to a larger capacity system will be allowed. All appropriate NRCs for the larger capacity system will apply. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the larger capacity system.

(2) Technology Migration

A customer subscribing to DS3 High Capacity Service under a minimum service period may disconnect such 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.

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.6 DS3 High Capacity (Cont'd)****(H) Downgrade to a Smaller Capacity System**

Downgrades from a larger capacity system to a smaller capacity system will not be allowed without the full assessment of the liabilities described in (E) preceding for the original larger system, plus the full application of all charges for the smaller system. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the smaller capacity system.

(I) Service Disconnect

When a customer requests the disconnect of a DS3 service in the three/twelve capacity system, the disconnect steps are applied on a last in, first out basis. When only the First DS3 service exists on a three/twelve capacity system, that service will be disconnected.

(J) Conversion to Tariff - ICB DS3 Service

All Individual Case Basis (ICB) DS3 service arrangements will be converted to general tariff rates no later than one year from the effective date of this filing.

When an ICB DS3 customer paid a higher Nonrecurring Charge (NRC) for installation and a lower Monthly Recurring Charge (MRC) for DS3 service than is applicable under the general DS3 tariff offering, a credit will be made to the customer's account, less any benefit received for the lower MRC, for the excess amount. The credit will be calculated and the customer will be informed of the amount within 30 days after the customer either converts to general DS3 tariff service or terminates the ICB DS3 service. The credit amount will be applied to the customer's bill as a lump sum. The credit amount will be calculated as follows:

$$\text{NRC Credit} = (\text{ICB NRC}) - (\text{Effective Tariff NRC}) - (\text{MRC Benefit})$$

Effective: May 1, 2001

ACCESS SERVICE**7. Special Access Service** (Cont'd)**7.2 Rate Categories, Applications, and Regulations** (Cont'd)**7.2.6 DS3 High Capacity** (Cont'd)**(J) Conversion to Tariff - ICB DS3 Service** (Cont'd)

The MRC benefit is equal to the present worth of the difference between the current MRC and the ICB MRC, discounted at one percent per month in service. In no event will the MRC benefit be less than zero. This calculation is shown below:

$$\text{MRC Benefit} = (\text{Current MRC} - \text{ICB MRC}) \times \frac{(1+i)^n - 1}{i \times (1+i)^n}$$

n = Number of months in service

i = Monthly interest rate expressed as a decimal (.01)

For purposes of determining the current general DS3 NRC amount, the ICB service will be matched to the general DS3 offering based on capacity size (1, 3 or 12), and the rate plan term (1, 3, 5 or 7) closest to the ICB's Maximum Termination Liability (MTL) period. For example, if an ICB DS3 was provided at the customer's request on a three capacity DS3 system with a ten year MTL, then the ICB NRC would be compared to the current rate for a three capacity system with a seven year rate plan.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory

1300 I Street NW

Washington, DC 20005

Issued: May 25, 2007

TARIFF FCC NO. 16

2nd Revised Page 7-49

Cancels 1st Revised Page 7-49

Effective: June 9, 2007

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.7 MetroLAN Circuit Mileage****(A) Description**

MetroLAN Circuit Mileage provides DS1 facilities between two or more serving wire centers located on a Telephone Company fiber optic ring. MetroLAN Circuit Mileage is provided at a flat-rate per month charge per DS1 facility, per LAN traversed regardless of the number of miles the circuit is routed on the fiber ring. MetroLAN Circuit Mileage is not a Qualifying Service or Discounted Rate Element under the National Discount Plan as set forth in Section 22 following. (N)

(B) Conversion of Existing DS1 Circuit Mileage

Current DS1 Circuit Mileage can be replaced by MetroLAN. Customers must submit an ASR to convert existing DS1 Circuit Mileage to MetroLAN.

(C) Discontinuance of Service

If a DS1 Circuit Termination is discontinued, the MetroLAN portion of the circuit will also be discontinued.

MetroLAN Circuit Mileage may be converted to standard special access Circuit Mileage rates (i.e., per airline mile) at any time at no charge.

(D) Continuation of Service Off the Ring

MetroLAN DS1 circuits can be routed any distance on a fiber optic ring. When the DS1 circuit leaves the ring for continuation on the network, normal tariff rates will be assessed for the portion of the route not on the ring.

(E) Service Availability

MetroLAN DS1 Circuit Mileage is available to all DS1 customers in the Telephone Company serving areas in which fiber optic rings are deployed. The wire centers in which MetroLAN is available are identified in NECA Tariff FCC No. 4. MetroLAN is provided between serving wire centers located on the same fiber optic ring within the following Telephone Company metropolitan serving areas:

JurisdictionMetropolitan Serving Area

Virginia

Dale City/Mannassas

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services**

(N)#

The Optional National Service Level Agreement Plan for Qualifying Services (**Optional National SLA Plan**) is available, at the option of the customer, in lieu of certain Basic SLAs. The Optional National SLA Plan specifies performance criteria against which actual performance for Qualifying Services will be compared. The Optional National SLA Plan provides a customer with credit in the event the Telephone Company does not meet the defined performance criteria.

(A) General

(1) The Optional National SLA Plan is available at the customer's option. The customer must subscribe to the Optional National SLA Plan in accordance with (B) following.

(2) During the period that a customer participates in the Optional National SLA Plan, the customer will not be eligible to receive credits for Qualifying Services (as defined in (A)(4) following) under Sections 2.7.1.1(B)(4) or (5) preceding, Credit Allowance for Service Interruption, or Section 2.7.1.2(A) preceding, Performance Commitment Program-Provisioning.

(3) The Optional National SLA Plan includes the following:

(a) On Time Provisioning, as set forth in (C) following, and

(b) Due Date Timeliness, as set forth in (D) following, and

(c) Restoration of Service Timeliness, as set forth in (E) following.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(A) General (Cont'd)

(4) The Optional National SLA Plan applies to the following services ("Qualifying Services"):

(a) DS1

- High Capacity DS1 Service (excluding the portion of a Special Access High Capacity DS1 Service that is derived at a customer designated premises using a DS3 Premises Multiplexer), as set forth in Section 7.11) following.

(b) DS3

- High Capacity DS3 Service, as set forth in Section 7.11 following.

(5) A Qualifying Service will be included in the Optional National SLA Plan only if it includes one or more of the following rate elements:

- Circuit Termination (as described in Section 7.2.1(A) preceding), or
- Circuit Mileage (as described in Section 7.2.1(B) preceding).

(6) The Optional National SLA Plan applies to all of the customer's individual Qualifying Services that are eligible for inclusion in the Optional National SLA Plan. The customer may not exclude from the Optional National SLA Plan any of the customer's individual Qualifying Services that are eligible for inclusion in the Optional National SLA Plan.

(7) Credits under the Optional National SLA Plan shall apply only to Qualifying Services included in the Optional National SLA Plan.

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(This page filed under Transmittal No. 1229.)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(A) General (Cont'd)

(8) Threshold Measurements

(a) Threshold measurements for a customer for the "DS1" Service Category under (C)(3), (D) and (E)(3) following will include the "DS1" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.2.8 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, for the customer and the entities that control, are controlled by, or are under common control with, the customer.

(b) Threshold measurements for a customer for the "DS3" Service Category under (C)(3), (D) and (E)(3) following will include the "DS3" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.2.8 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12 and Tariff F.C.C. No. 14, Section 5.6.20, for the customer and the entities that control, are controlled by, or are under common control with, the customer.

(9) Except as provided in Section 7.2.8(E)(4), the Optional National SLA Plan measurement period will be based on a calendar month.

(N)#

(x)
(x)

(x)
(x)

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(x) Issued under authority of Special Permission No. 13-003 of the Federal Communications Commission.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(A) General (Cont'd)

(10)

For any calendar month, the combined total of all credits applied for an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges (described in Section 7.2.1(D) preceding) billed to the customer for that individual Qualifying Service for that calendar month plus one month of the monthly recurring charges (described in Section 7.2.3(B) preceding) billed to the customer for that individual Qualifying Service for that calendar month, except to the extent that the credits due to the customer under Section 7.2.8(E)(3) or Section 7.2.8(E)(4) exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month. Examples of the application of this rule follow:

Example 1: If the total nonrecurring installation charges billed to a customer for an individual Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month are \$118.20, and for that calendar month for that individual Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$88.65 under Section 7.2.8(D) (i.e., potential total credits of \$148.75), the credits that will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20)).

Example 2: If the total nonrecurring installation charges billed to a customer for an individual DS1 Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for that calendar month are \$118.20, and for that calendar month for that

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(A) General (Cont'd)

(10) (Cont'd)

Example 2: (Cont'd)

individual DS1 Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$118.20 under Section 7.2.8(E)(2)* (i.e., potential total credits of \$178.30), the credits that will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20)).

Example 3: If the total nonrecurring installation charges billed to a customer for an individual Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month are \$118.20, and for that calendar month for that individual Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$250.00 under Section 7.2.8(E)(3) (i.e., potential total credits of \$310.10), the credits that will be provided to the customer will be limited to \$250.00 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20), except to the extent that the credits due to the customer under Section 7.2.8(E)(3) (\$250.00) exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20)).

* Under Section 7.2.8(E)(2), there is a potential credit for an individual DS1 Qualifying Service of \$160.00. However, in accordance with Section 7.2.8(E)(2)(c), the credit that actually will be provided will not exceed one month of the monthly recurring charges billed to the customer for the individual DS1 Qualifying Service for the applicable calendar month, in this example \$118.20.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(A) General (Cont'd)

- (11) The charges for an individual Qualifying Service used to determine the credits due to the customer under this Section 7.2.8 (e.g., non-recurring installation charges and monthly recurring charges) shall be the charges for that individual Qualifying Service billed by the Telephone Company to the customer, as reduced by any discounts or credits applicable to or based upon such charges. This rule applies to both the determination of the credit (e.g., under Section 7.2.8(C) or Section 7.2.8(D)) and limitations on the amount of the credit (e.g., under Section 7.2.8(A)(10) or Section 7.2.8(E)(2)(c)). Examples of the application of this rule follow:

Example 1: If under a discount plan the customer is eligible for a bottom of the bill credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer on a bill, and under Section 7.2.8(C)(3) the customer is eligible for a 100% credit of the monthly recurring charges, \$118.20, billed by the Telephone Company to the customer for an individual DS1 Qualifying Service for May 2013, the amount of the credit due to the customer for the individual DS1 Qualifying Service for May 2013 will be \$112.29 ($\$118.20 - [\$118.20 \times .05] = \112.29).

Example 2: If under a discount plan on July 1, 2013, the customer becomes eligible for a credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer during the six month period from January through June 2013, and under Section 7.2.8(C)(3) the customer received a 100% credit of the monthly recurring charges, \$118.20, billed by the Telephone Company to the customer for an individual DS1 Qualifying Service for the month of May 2013, the amount of the credit due to the customer for that individual DS1 Qualifying Service for May 2013 will be retroactively reduced and adjusted to \$112.29 ($\$118.20 - [\$118.20 \times .05] = \112.29).

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(A) General (Cont'd)

(11) (Cont'd)

Example 3: If the total nonrecurring installation charges billed to a customer for an individual DS1 Qualifying Service for May 2013 are \$1.00, one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for May 2013 are \$118.20, and for May 2013 for that individual DS1 Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$88.65 under Section 7.2.8(D) (i.e., potential total credits of \$148.75), under Section 7.2.8(A)(10) the credits that initially will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual DS1 Qualifying Service for May 2013 (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for May 2013 (\$118.20) (\$1.00 + \$118.20 = \$119.20)). However, if under a discount plan on July 1, 2013 the customer becomes eligible for a credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer during the six month period from January through June 2013, the maximum amount of the credit due to the customer for the individual DS1 Qualifying Service for May 2013 allowed by Section 7.2.8(A)(10) will be retroactively reduced and adjusted to \$113.24 (\$119.20 – [\$119.20 x .05] = \$113.24).

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(B) Subscription and Term of the Optional National SLA Plan

(1) To participate in the Optional National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during the open subscription period identified in (B)(5) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the Optional National SLA Plan.

(2) In order for a customer to subscribe to the Optional National SLA Plan under this tariff, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, to the extent the customer at any time while this Optional National SLA Plan is in effect subscribes to services that are eligible for inclusion in such other Optional National SLA Plans.

(x)

(x)

(x)

(3) In order for a customer to subscribe to the Optional National SLA Plan under this tariff, all of the entities that control, are controlled by, or are under common control with, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, to the extent that the entities that control, are controlled by, or are under common control with, the customer at any time while this Optional National SLA Plan is in effect subscribe to services that are eligible for inclusion in such Optional National SLA Plans.

(x)

(x)

(4) As a condition for participation in the Optional National SLA Plan, the customer and each of the entities that control, are controlled by, or are under common control with, the customer must maintain a minimum of 80% electronic transactions per calendar month (80% of the combined total order and repair activity measured under the measurements in (C), (D) and (E) following). A failure by the customer or any of the entities that control, are controlled by, or are under common control with, the customer to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the subscriptions to the Optional National SLA Plan of the customer and the entities that control, are controlled by, or are under common control

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(x) Issued under authority of Special Permission No. 13-003 of the Federal Communications Commission.

(This page filed under Transmittal No. 1229.)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(B) Subscription and Term of the Optional National SLA Plan (Cont'd)**(4) (Cont'd)**

with, the customer, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions. The Telephone Company will provide the customer and the entities that control, are controlled by, or are under common control with, the customer written notice of such termination. Such termination shall be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company provided the notice of termination. Following such termination, the customer may not resubscribe to the Optional National SLA Plan and the entities that control, are controlled by, or are under common control with, the customer may not subscribe or resubscribe to the Optional National SLA Plan.

- (5) The open subscription period for the Optional National SLA Plan is as follows: from April 19, 2013, through August 31, 2014. Within thirty (30) days after the Telephone Company receives the written subscription requests from the customer and the entities that control, are controlled by, or are under common control with, the customer, the Telephone Company will provide written notice to the customer and the entities that control, are controlled by, or are under common control with, the customer as to whether their written subscription requests have been accepted by the Telephone Company. The Optional National SLA Plan will become effective for a customer and the entities that control, are controlled by, or are under common control with, the customer on a date agreed to by the customer, the entities that control, are controlled by, or are under common control with, the customer, and the Telephone Company that is within sixty (60) days following written notice by the Telephone Company to the customer and the entities that control, are controlled by, or are under common control with, the customer that the Telephone Company has accepted the written subscription requests of the customer and the entities that control, are controlled by, or are under common control with, the customer (provided that the Optional National SLA Plan shall not become effective for a customer or any of the entities that control, are controlled by, or are under common control with, the customer prior to May 1, 2013. A subscription will become effective on the first day of a calendar month and will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2014, unless cancelled sooner in accordance with this Tariff. The Optional National SLA Plan will end on December 31, 2014, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the Optional National SLA Plan for months after December 2014. Neither the customer nor any of the entities that control, are controlled by, or are under common control with, the customer will receive any credits under the Optional National SLA Plan for months after December 2014.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(This page filed under Transmittal No. 1229.)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(B) Subscription and Term of the Optional National SLA Plan (Cont'd)

- (6) A customer may terminate its subscription for the Optional National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the 20th day of a calendar month, the termination shall be effective at 11:59 p.m. on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19th, the termination will be effective at 11:59 p.m. on October 31st. If the customer's notice of termination is received by the Telephone Company after the 20th day of a calendar month, the termination will be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27th, the termination will be effective at 11:59 p.m. on November 30th. If a customer elects to terminate its subscription for the Optional National SLA Plan, the customer must also terminate its subscription to the Optional National SLA Plans for Qualifying Services under the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, also shall be deemed to be notice by the entities that control, are controlled by, or are under common control with, the customer of their termination of their subscriptions under all of these plans. If a customer terminates its subscription to the Optional National SLA Plan, following such termination, the customer may not resubscribe to the Optional National SLA Plan and the entities that control, are controlled by, or are under common control with, the customer may not subscribe or resubscribe to the Optional National SLA Plan.

(x)

(x)

(x)

(x)

(x)

(x)

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(x) Issued under authority of Special Permission No. 13-003 of the Federal Communications Commission.

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(C) On Time Provisioning

(1) On Time Provisioning is defined as the Telephone Company providing an individual Qualifying Service to the customer no later than the confirmed Service Date (Due Date) (as defined in Section 2.6 preceding) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s), and ASRs), and, where the Telephone Company verifies availability of required facilities and components prior to provision of the Due Date to the customer, availability of required facilities and components.

(2) Subject to Section 7.2.8(F) following, failure to meet the Due Date for installation of an individual Qualifying Service due to Telephone Company reasons will result in a one-time credit equal to the applicable nonrecurring installation charges (described in Section 7.2.1(D) preceding) billed to the customer for that individual Qualifying Service.

(3)(a) This Section 7.2.8(C)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more individual Qualifying Services measured under this Section 7.2.8(C)(3) for the customer for the given calendar month.

DS3 Service Category: there are one (1) or more individual Qualifying Services measured under this Section 7.2.8(C)(3) for the customer for the given calendar month.

(b) For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the Qualifying Services of the customer and the entities that control, are controlled by, or are under common control with, the customer, that were installed no later than the Due Date.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(C) On Time Provisioning (Cont'd)

(3) (Cont'd)

(c) The thresholds for On Time Provisioning in a calendar month are:

<u>Service Category</u>	<u>Threshold</u>
DS1	95.00%
DS3	95.00%

The Telephone Company will not round up to reach the threshold.

(d) Subject to Section 7.2.8(F) following, if the On Time Provisioning performance for a Service Category (DS1 or DS3) for a calendar month is less than the threshold for that Service Category, then the following one-time credit will apply for each individual Qualifying Service measured under that Service Category for which the installation date for the individual Qualifying Service was after the Due Date for that individual Qualifying Service due to Telephone Company reasons. Such one-time credit will be based upon the number of calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)* by which the Telephone Company missed the Due Date and shall not exceed \$2,500.00:

(N)#

(N)#

* The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)" is used in this Section 7.2.8(C)(3) for determining the credits due under this Section 7.2.8(C)(3). (N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(C) On Time Provisioning (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

<u>Qualifying Service</u>	<u># Days Missed</u>	<u>Credit</u>
DS1 or DS3	1-5 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	25% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00
DS1 or DS3	6-20 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	50% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00
DS1 or DS3	Over 20 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	100% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00

* The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)" is used in this Section 7.2.8(C)(3) for determining the credits due under this Section 7.2.8(C)(3).

** The monthly recurring charge(s) (MRC(s)) for the individual Qualifying Service will consist of all applicable monthly recurring rate elements charged to that individual Qualifying Service.

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)#

(N)#

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(C) On Time Provisioning (Cont'd)

- (4) Only one credit under Section 7.2.8(C)(2) will be applied for an individual Qualifying Service, regardless of the number of missed Due Dates for that individual Qualifying Service. Only one credit under Section 7.2.8(C)(3) will be applied for an individual Qualifying Service, regardless of the number of missed Due Dates for that individual Qualifying Service.

- (5) Qualifying Services will not be included in the performance measurements under this Section 7.2.8(C) and will not be eligible for credits under this Section 7.2.8(C), when any of the conditions set forth in Section 7.2.8(F) following exist.

(D) Due Date Timeliness

- (1) As used in this Section 7.2.8(D):

Due Date shall mean the confirmed Service Date (as defined in Section 2.6 preceding) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s), and ASRs), and, where the Telephone Company verifies availability of required facilities and components prior to provision of the Due Date to the customer, availability of required facilities and components.

Customer Desired Due Date shall mean the Due Date for an ASR requested by the customer on the ASR.

Measurement Date shall mean:

For DS1 Qualifying Services, the date that is nine (9) calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)* after the Customer Desired Due Date.

For DS3 Qualifying Services, the date that is twelve (12) calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)* after the Customer Desired Due Date.

ASR shall mean Access Service Request.

* The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)" is used in this Section 7.2.8(D) to define the term "Measurement Date." The term "Measurement Date" is used in this Section 7.2.8(D) for performance measurements under this Section 7.2.8(D) and for determining the credits that are due under this Section 7.2.8(D), if any.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(D) Due Date Timeliness (Cont'd)

(2) This Section 7.2.8(D) shall not apply to, and measurements under this Section 7.2.8(D) shall not include, any of the following:

- (a) ASRs where there is a customer requested installation interval (Customer Desired Due Date) that is less than the Telephone Company's applicable minimum installation interval.
- (b) ASRs with negotiated intervals (for example, Special Projects). (Special Projects are service requests that exceed the line size and/or level of complexity that would allow the use of standard ordering and provisioning intervals and processes, and service requests requiring special handling.)
- (c) ASRs for which under the Telephone Company's ordering systems or procedures the customer may not submit a Customer Desired Due Date (e.g., orders for which because of the number of lines ordered a negotiated interval applies).
- (d) ASRs where facilities to provide the requested Qualifying Service(s) are not available.
- (e) ASRs for which the Telephone Company constructs facilities.
- (f) ASRs that are for activities other than a new installation of a Qualifying Service (e.g., adds to an existing service, rearrangements, changes, moves, disconnects, or conversions from another class or type of service).
- (g) ASRs for which the customer changes the Due Date after receiving the Due Date from the Telephone Company.
- (h) ASRs that are canceled.

(3) This Section 7.2.8(D) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more Qualifying Services ASRs measured under this Section 7.2.8(D) for the customer for the given calendar month.

DS3 Service Category: there are one (1) or more Qualifying Services ASRs measured under this Section 7.2.8(D) for the customer for the given calendar month.

(4)(a) For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the ASRs for Qualifying Services completed during that month for the customer and the entities that control, are controlled by, or are under common control with, the customer, for which the Due Date was on or prior to the Measurement Date.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(D) Due Date Timeliness (Cont'd)

(4) (Cont'd)

(b) The thresholds in a calendar month are:

<u>Service Category</u>	<u>Threshold</u>
DS1	90.00% of ASRs with Due Dates on or prior to the Measurement Date
DS3	90.00% of ASRs with Due Dates on or prior to the Measurement Date

The Telephone Company will not round up to reach the threshold.

(c) Subject to Section 7.2.8(G) following, if the performance for a Service Category (DS1 or DS3) for a calendar month is less than the threshold for that Service Category, then the following one-time credit will apply for each individual Qualifying Service requested under an ASR measured under that Service Category for which the Due Date for the ASR was after the Measurement Date for that ASR due to Telephone Company reasons:

<u>Qualifying Service</u>	<u>Credit</u>
DS1 or DS3	75% of one month of the MRC(s)* billed to the customer for the individual Qualifying Service(s) requested under an ASR for which the Due Date for that ASR was after the Measurement Date for that ASR

* The monthly recurring charge(s) (MRC(s)) for the individual Qualifying Service(s) will consist of all applicable monthly recurring rate elements charged to those individual Qualifying Service(s).

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(D) Due Date Timeliness (Cont'd)

(5) Only one credit under Section 7.2.8(D) will be applied for an individual Qualifying Service.

(6) ASRs and Qualifying Services will not be included in the performance measurements under this Section 7.2.8(D) and will not be eligible for credits under this Section 7.2.8(D), when any of the conditions set forth in Section 7.2.8(G) following exist.

(E) Restoration of Service Timeliness**(1) General**

(a) This Section 7.2.8(E) applies to a customer-reported interruption of a Qualifying Service that is within the Telephone Company's network (outside plant or central office). A Qualifying Service is interrupted when it becomes unusable to the customer because of a failure of a facility component within the Telephone Company's network that is used to furnish service under this tariff.

When the customer reports a trouble described in the preceding paragraph to the Telephone Company, a trouble ticket is opened. Measurements under this Section 7.2.8(E) are based upon such trouble tickets and include both trouble tickets closed by the Telephone Company as "Found Trouble" (i.e., the Telephone Company found a trouble in the Telephone Company's network (e.g., CO or FAC)) and trouble tickets closed by the Telephone Company as "No Trouble Found" (i.e., the Telephone Company did not find a trouble in the Telephone Company's network, in the customer's equipment, facilities or network, or otherwise (e.g., NTF or CC)).

(b) Time to Restore (TTR) is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the trouble ticket. Stop clock time includes, by way of example, the following times:

(i) Periods when customer testing is occurring.

(ii) Periods when the customer is working on its own Customer Premises Equipment (CPE) and has not yet released the Qualifying Service to the Telephone Company for maintenance, testing or repair.

(iii) Periods when the Telephone Company is awaiting customer authorization to commence work on the Qualifying Service.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(E) Restoration of Service Timeliness (Cont'd)

(1) General (Cont'd)

(b) (Cont'd)

(iv) Periods when the Telephone Company does not have access to premises or facilities necessary to diagnose, repair, or test a Qualifying Service.

(v) Periods following repair of a Qualifying Service when the ticket is held open by the customer to ensure the trouble is resolved.

(c) Measurements under this Section 7.2.8(E) do not include any of the following:

(i) Subsequent reports (i.e., additional customer inquiries while the trouble is pending).

(ii) CPE troubles.

(iii) Trouble found on the customer's side of the point of demarcation.

(iv) Troubles closed due to customer action.

(v) Troubles repaired by the Telephone Company prior to receipt of a trouble report on that Qualifying Service.

(vi) Troubles resulting from OC3 or Higher Capacity Transport System* failures.

(vii) Troubles resulting from OC3 or Higher Interoffice Facility (IOF)** failures of common equipment not specific to individual circuits.

(viii) Trouble reports that are canceled by the customer.

(ix) Troubles, trouble reports and trouble tickets that are not troubles, trouble reports and trouble tickets described in Section 7.2.8(E)(1)(a) preceding.

(2) Time To Restore

(a) The thresholds for Time to Restore (TTR) are:

Qualifying ServiceThreshold

DS1

3.99 hours

DS3

2.99 hours

(b) Subject to Section 7.2.8(H) following, the following one-time credit will apply for each individual Qualifying Service that was the subject of a measured trouble ticket closed during the measured calendar month whose TTR exceeded the applicable threshold:

Qualifying ServiceCredit

DS1

\$ 160.00

DS3

\$1,000.00

* "OC3 or Higher Capacity Transport System" means a transport system that has an OC3 capacity or a capacity that is higher than OC3.

** "OC3 or Higher Capacity Interoffice Facility (IOF)" means an interoffice facility (IOF) that has an OC3 capacity or a capacity that is higher than OC3.

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)#

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(E) Restoration of Service Timeliness (Cont'd)

(2) Time To Restore (Cont'd)

- (c) Only one credit under this Section 7.2.8(E)(2) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets. For any calendar month, the credits applied pursuant to this Section 7.2.8(E)(2) for an individual Qualifying Service may not exceed one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month. The monthly recurring charges for the individual Qualifying Service will consist of all applicable monthly recurring rate elements charged to that individual Qualifying Service.

(3) Long Duration Time To Restore

- (a) This Section 7.2.8(E)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

DS1 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 7.2.8(E)(3) for the customer for the given calendar month.

DS3 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 7.2.8(E)(3) for the customer for the given calendar month.

- (b) This metric measures for all measured trouble tickets closed in a calendar month for the customer and the entities that control, are controlled by, or are under common control with, the customer, for each category of Qualifying Services (DS1, DS3) the percentage of measured trouble tickets for which the Time to Restore (TTR) was 18 hours or less.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(E) Restoration of Service Timeliness (Cont'd)

(3) Long Duration Time to Restore (Cont'd)

(c) The thresholds in a calendar month are:

<u>Service Category</u>	<u>Threshold</u>
DS1	90%
DS3	90%

The Telephone Company will not round up to reach the threshold.

(d) Subject to Section 7.2.8(H) following, if for a Service Category (DS1 or DS3) for a measured calendar month the percentage of measured trouble tickets for which the Time to Restore (TTR) was 18 hours or less is less than the threshold (90%), then the following one-time credit will apply for each individual Qualifying Service measured under that Service Category that was the subject of a measured trouble ticket closed during the measured calendar month whose TTR was greater than 18 hours:

<u>Qualifying Service</u>	<u>Credit</u>
DS1	\$ 250.00
DS3	\$1,000.00

(e) Only one credit under this Section 7.2.8(E)(3) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets.

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(E) Restoration of Service Timeliness (Cont'd)**(4) Extra Long Duration Time To Restore**

- (a) This metric measures combined total Time to Restore (TTR) for all measured trouble tickets associated with an individual Qualifying Service that are closed within a 30 calendar day period.

- (b) Measurements under this metric will be performed as follows. For each measured trouble ticket associated with an individual Qualifying Service that was closed during a measured calendar month, the Telephone Company will determine the combined total Time to Restore for such measured trouble ticket and all other measured trouble tickets associated with the individual Qualifying Service that were closed within the 30 calendar day period ending on the date such measured trouble ticket was closed.

For instance, when calculating credits potentially due for the calendar month of August 2013, if measured trouble tickets associated with an individual Qualifying Service were closed on July 25, 2013, August 15, 2013, and August 19, 2013, the Telephone Company will perform measurements based on the measured trouble tickets closed on August 15, 2013, and August 19, 2013, as follows:

- (i) The Telephone Company will measure the combined total Time to Restore (TTR) for all measured trouble tickets associated with the individual Qualifying Service that are closed during the period from July 17, 2013, through August 15, 2013, (i.e., the combined total Time to Restore (TTR) for the measured trouble tickets associated with the individual Qualifying Service that were closed on July 25, 2013, and August 15, 2013); and,
- (ii) The Telephone Company will measure the combined total Time to Restore (TTR) for all measured trouble tickets associated with the individual Qualifying Service that are closed during the period from July 21, 2013, through August 19, 2013, (i.e., the combined total Time to Restore (TTR) for the measured trouble tickets associated with the individual Qualifying Service that were closed on July 25, 2013, August 15, 2013, and August 19, 2013).

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(E) Restoration of Service Timeliness (Cont'd)

(4) Extra Long Duration Time To Restore (Cont'd)

(c) Subject to Section 7.2.8(H) following, if the combined total Time to Restore (TTR) for all measured trouble tickets associated with an individual Qualifying Service that are closed within a 30 calendar day period is greater than 24 hours, the following one-time credit will apply for that individual Qualifying Service:

<u>Qualifying Service</u>	<u>Credit</u>
DS1	\$ 250.00
DS3	\$1,000.00

(d) Only one credit under this Section 7.2.8(E)(4) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets.

(5) A trouble ticket may be a basis for a credit under this Section 7.2.8(E) only once and only under one subsection of this Section 7.2.8(E) (i.e., under only one of subsection 7.2.8(E)(2), subsection 7.2.8 (E)(3) or subsection 7.2.8(E)(4)). Examples of the application of this rule follow:

Example 1: If for a given calendar month measurement period a trouble ticket is a basis for credits under Section 7.2.8(E), such trouble ticket will not be a basis for credits under Section 7.2.8(E) for any subsequent calendar month measurement period. For instance:

- If in measurements performed for the July measurement period a trouble ticket is determined to be a basis for credits under Section 7.2.8(E)(4), such trouble ticket will not be a basis for credits under Section 7.2.8(E)(4) for the August measurement period and will not be included in measurements for Section 7.2.8(E)(4) for the August measurement period.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(E) Restoration of Service Timeliness (Cont'd)

(5) (Cont'd)

Example 1 (Cont'd)

- If in measurements performed for the July measurement period a trouble ticket is determined to be a basis for credits under Section 7.2.8(E)(2), such trouble ticket will not be a basis for credits under Section 7.2.8(E)(4) for the August measurement period and will not be included in measurements for Section 7.2.8(E)(4) for the August measurement period.

Example 2: If for a given calendar month a trouble ticket potentially is a basis for credits under more than one subsection of this Section 7.2.8(E) (i.e., under more than one of subsection 7.2.8 (E)(2), subsection 7.2.8(E)(3) or subsection 7.2.8(E)(4)), that trouble ticket will be a basis for credits only under one subsection, the subsection that provides the largest credit. For instance, if for a given calendar month a trouble ticket associated with an individual DS1 Qualifying Service potentially is a basis for a credit under subsection 7.2.8(E)(2) (a potential credit of \$160.00) and also is one of four trouble tickets associated with such individual DS1 Qualifying Service that potentially are the basis for a credit under subsection 7.2.8(E)(4) (a potential credit of \$250.00), that trouble ticket will be a basis for a credit only under subsection 7.2.8(E)(4).

(6) The customer may receive a credit for a given calendar month for an individual Qualifying Service under only one subsection of this Section 7.2.8(E) (i.e., under only one of subsection 7.2.8(E)(2), subsection 7.2.8 (E)(3) or subsection 7.2.8(E)(4)). If for a given calendar month the customer potentially is eligible to receive credits for an individual Qualifying Service under two or more subsections of this Section 7.2.8(E) (for instance, under both subsection 7.2.8(E)(2) and subsection 7.2.8(E)(3)), the customer shall receive a credit under only one subsection of this Section 7.2.8(E), the subsection that provides the largest credit.

(7) Qualifying Services will not be included in performance measurements under this Section 7.2.8(E) and will not be eligible for credits under this Section 7.2.8(E), when any of the conditions set forth in Section 7.2.8(H) following exist.

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(F) When a Credit Allowance Does Not Apply—On Time Provisioning

This Section 7.2.8(F) applies to and supplements Section 7.2.8(C) preceding, On Time Provisioning. Services will not be included in performance measurements and credits will not apply, when:

- (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; or

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(F) When a Credit Allowance Does Not Apply—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 Rearrangements or Moves as described in Section 7.2.1(D)(3) and 7.2.1(D)(4) preceding, respectively; or
- (13) Provision of service is delayed or prevented due to the Telephone Company's provision of Telecommunications Service Priority (TSP) System as described in Section 8.8 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.

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)**

(N)#

(G) When a Credit Allowance Does Not Apply—Due Date Timeliness

This Section 7.2.8(G) applies to and supplements Section 7.2.8(D) preceding, Due Date Timeliness. Access Service Requests (ASRs) and services will not be included in performance measurements and credits will not apply, when:

- (1) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to the acts or omissions of the customer or a party authorized by the customer to use the service; or
- (2) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to failures in power, equipment, service, or systems provided by the customer or by persons other than the Telephone Company; or
- (3) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, because the customer's premises is inaccessible (e.g., the Due Date provided by the Telephone Company to the customer is after the Measurement Date because the Telephone Company was unable to access the customer's premises to determine whether facilities to provide the requested service(s) were available, which resulted in the completion date for the installation work being delayed until a date after the Measurement Date); or
- (4) The customer changes the order (including, but not limited to, the Due Date) after receiving the 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; or

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(G) When a Credit Allowance Does Not Apply—Due Date Timeliness (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 Rearrangements or Moves as described in Section 7.2.1(D)(3) and 7.2.1(D)(4) preceding, respectively; or

(13) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to the Telephone Company's provision of Telecommunications Service Priority (TSP) System as described in Section 8.8 following; or

(14) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, and this is required, permitted or excused by this Tariff; or

(15) The Due Date provided by the Telephone Company to the customer is after the Measurement Date, 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.

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

(H) When a Credit Allowance Does Not Apply—Restoration of Service Timeliness

This Section 7.2.8(H) applies to and supplements Section 7.2.8(E) preceding, Restoration of Service Timeliness. Services will not be included in performance measurements and credits will not apply:

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

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(H) When a Credit Allowance Does Not Apply—Restoration of Service Timeliness (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) During periods of interruption as set forth in Section 8.3 following; or

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

(12) 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; or

(13) For an interruption, or a group of interruptions resulting from a common cause, for amounts less than one dollar; or

(14) For any interruption of LAN Extension Service as described in Section 7.14 following.

(N)#

(N)#

Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

EXHIBIT 28

Verizon Transmittal No. 1016, Description Letter
(May 15, 2009)

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1

CONTRACT TARIFF OPTION 57

TARIFF F.C.C. NO. 11

CONTRACT TARIFF OPTION 55

TARIFF F.C.C. NO. 14

CONTRACT TARIFF OPTION 29

DESCRIPTION

TRANSMITTAL NO. 1016

MAY 15, 2009

DESCRIPTION

The Verizon Telephone Companies (Verizon) are submitting tariff pages to introduce a new Contract Tariff Option (“Option”) in its Tariffs F.C.C. Nos. 1, 11 and 14. With this Option, the customer can receive Quarterly Billing Credits and other benefits when the customer maintains certain billed volumes of Special Access Qualifying Services that are included in this new Option, and meets other criteria as specified in the attached tariff pages.

This new Option is filed pursuant to the Pricing Flexibility relief granted to Verizon in certain qualifying Metropolitan Statistical Areas (“MSAs”).¹ The new Option is introduced as Contract Tariff Option 57 in Tariff F.C.C. No. 1, Contract Tariff Option 55 in Tariff F.C.C. No. 11, and Contract Tariff Option 29 in Tariff F.C.C. No. 14.

With this new Option, Qualifying Service unit volumes (“Watermarks”) are aggregated across Tariffs F.C.C. Nos. 1, 11, 14 and 16, however no Quarterly Billing Credits or other benefits of this new Option shall be provided or due with respect to Qualifying Services purchased under Tariff F.C.C. No. 16. Quarterly Billing credits will be applied only to the Qualifying Services which are located in MSAs that have achieved Phase I or Phase II pricing flexibility.

For each Qualifying Service type, the customer will receive Quarterly Billing Credits in an amount equal to the billed revenue for that Qualifying Service for the applicable Quarter **minus** the revenues derived from the Flat Rate pricing for the number of billed units for that Qualifying Service for the same Quarter (as further described in the attached tariff pages). The customer is also eligible for a One-Time Credit upon subscription to this new Option.

¹ Memorandum Opinion and Order, In the Matter of Verizon Petitions for Pricing Flexibility for Special Access and Dedicated Transport Services, CCB/CPD Nos. 00-24, 00-28 (DA 01-663) released March 14, 2001, CCB/CPD File No. 01-27 (DS 02-706) released March 22, 2002, and WCB/Pricing No. 02-33 (DA 03-1024) released March 31, 2003.

All Quarterly Billing Credits are determined and calculated in accordance with the requirements specified in the attached tariff pages.

A complete description of the terms and conditions of this new Contract Option is included in the attached tariff pages.

EXHIBIT 29

Verizon Transmittal No. 1261, Description Letter
(Feb. 12, 2014)

THE VERIZON TELEPHONE COMPANIES

TARIFF FCC NO. 1

CONTRACT TARIFF OPTION 65

TARIFF FCC NO. 11

CONTRACT TARIFF OPTION 65

TARIFF FCC NO. 14

CONTRACT TARIFF OPTION 34

DESCRIPTION

TRANSMITTAL NO. 1261

February 12, 2014

DESCRIPTION

The Verizon Telephone Companies (“Verizon”) are submitting tariff pages to introduce a new Contract Tariff Option (“Contract Option”) in Tariff FCC Nos. 1, 11 and 14. With this Contract Option, the customer can receive billing credits on certain access services when the customer satisfies certain eligibility requirements and other conditions as further described in the attached tariff pages.

This new Contract Option is filed pursuant to the Pricing Flexibility relief granted to Verizon in certain qualifying Metropolitan Statistical Areas (“MSAs”).¹ The new Contract Option is introduced as Contract Tariff Option 65 in Tariff F.C.C No. 1, Option 65 in Tariff FCC No. 11, and Option 34 in Tariff F.C.C No. 14.

A complete description of the terms and conditions of this new Contract Option is included in the attached tariff pages.

¹ Memorandum Opinion and Order, In the Matter of Verizon Petitions for Pricing Flexibility for Special Access and Dedicated Transport Services, CCB/CPD Nos. 00-24, 00-28 (DA 01-663) released March 14, 2001, CCB/CPD File No. 01-27 (DA 02-706) released March 22, 2002, WCB/Pricing No. 02-33 (DA 03-1024) released March 31, 2003, WCB/Pricing No. 04-01 (DA 04-1338) and WCB/Pricing File No. 05-11 (DA 05-1505).

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 30

CenturyLink Verizon Timelines

CONFIDENTIAL Ex. 30 - CenturyLink Verizon Timeline.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 31

Dispute Category 1 - Miscalculating Equivalents for
DS3 CLF Units (updated)

CONFIDENTIAL Ex. 31 - Dispute Category 1 - Miscalculating
Equivalents for DS3 CLF Units (updated).xlsx

(Excel “Summary” sheet provided in
hard copy herein; “Summary” and “Detail” sheets
provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 32

**Dispute Category 2 - Including Units Without
USOCs (updated)**

**CONFIDENTIAL Ex. 32 - Dispute Category 2 - Including Units
Without USOCs (updated).xlsx**

**(Excel “Summary” sheet provided in
hard copy herein; “Summary” and “Detail” sheets
provided in native format on DVD)**

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 33

Dispute Category 3 -
Double-Counting Units (updated)

CONFIDENTIAL Ex. 33 - Dispute Category 3 -
Double-Counting Units (updated).xlsx

(Excel “Summary” sheet provided in
hard copy herein; “Summary” and “Detail” sheets
provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 34

**Dispute Category 4 - Misdesignating DS3 CLF
Units (updated)**

**CONFIDENTIAL Ex. 34 - Dispute Category 4 - Misdesignating DS3
CLF Units (updated).xlsx**

**(Excel “Summary” sheet provided in
hard copy herein; “Summary” and “Detail” sheets
provided in native format on DVD)**

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 35

**Dispute Category 5 - Misdesignating DS0 Units
(updated)**

**CONFIDENTIAL Ex. 35 - Dispute Category 5 - Misdesignating DS0
Units (updated).xlsx**

**(Excel “Summary” sheet provided in
hard copy herein; “Summary” and “Detail” sheets
provided in native format on DVD)**

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 36

**Dispute Category 6 - Failure to Optimize Circuit
Routing (updated)**

**CONFIDENTIAL Ex. 36 - Dispute Category 6 - Failure to Optimize
Circuit Routing (updated).xlsx**

**(Excel “Summary Table” sheet provided in
hard copy herein; “Summary Table” and other sheets
provided in native format on DVD)**

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.01

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2013*, dated May 13, 2013

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 37.01a - Centurylink(QWEST) Monthly Tracking Report_Apr 2013.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes*, dated Jul. 25, 2013

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 37.02a - Centurylink(QWEST) Monthly Tracking Report_PY5Q1_w_disputes.xlsx
- CONFIDENTIAL Ex. 37.02b - PY5Q1 Centurylink BAN (send).xlsx
- CONFIDENTIAL Ex. 37.02c - Centurylink PY5Q1_DS3 CLF_CLS Billed Units.xlsx
- CONFIDENTIAL Ex. 37.02d - Centurylink PY5Q1_DS1 DS3 FMS MRC.XLSX

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.03

Email from submit.claims@verizon.com to Patrick Lowell (CenturyLink), *Letter of Acknowledgement - Batch Number: 40795340*, dated Aug. 5, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 37.03a - ATTACHMENTS_2014.08.05.13.35.36.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2013*, dated Jun. 18, 2013

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 37.04a - Centurylink(QWEST) Monthly Tracking Report_May 2013.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.05

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY5Q1 with disputes (Verizon)*, dated Jul. 29, 2013

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 37.05a - Centurylink(QWEST) Monthly Tracking Report_PY5Q1_w_disputes.xlsx
- CONFIDENTIAL Ex. 37.05b - PY5Q1 Centurylink BAN (send).xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.06

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083326 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 37.06a - CCQWC083326 CLINKFAC0186CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 37.06b - CCQWC083326 Claim Form.xls
- CONFIDENTIAL Ex. 37.06c - CLINKFAC0186 Verizon FRP Credit Calculation (Mar'13-May'13) 06-25-14.pdf
- CONFIDENTIAL Ex. 37.06d - CLINKFAC0186 Verizon FRP Credit Calculation (Mar'13-May'13) 06-25-14.xlsx
- CONFIDENTIAL Ex. 37.06e - Status_SpreadSheet.XLS

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.07

40794911 7.31.14 zip file

CONFIDENTIAL Ex. 37.07 - 40794911 7.31.14.zip

(Zip file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.08

Centurylink PY5Q1_DS1 DS3 FMS MRC

CONFIDENTIAL Ex. 37.08 - Centurylink PY5Q1_DS1
DS3 FMS MRC.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.09

Centurylink PY5Q1_DS3 CLF_CLS Billed Units

CONFIDENTIAL Ex. 37.09 - Centurylink PY5Q1_DS3
CLF_CLS Billed Units.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.10

Centurylink (QWEST) Monthly Tracking
Report Apr 2013

CONFIDENTIAL Ex. 37.10 - Centurylink(QWEST) Monthly
Tracking Report_Apr 2013.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.11

**Centurylink (QWEST) Monthly Tracking
Report May 2013**

**CONFIDENTIAL Ex. 37.11 - Centurylink(QWEST) Monthly
Tracking Report_May 2013.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.12

Centurylink (QWEST) Monthly Tracking
Report_PY5Q1_w_disputes

CONFIDENTIAL Ex. 37.12 - Centurylink(QWEST) Monthly
Tracking Report_PY5Q1_w_disputes.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.13

Letter of Acknowledgement 40795340 8-5-14
zip file

CONFIDENTIAL Ex. 37.13 - Letter of Acknowledgement
40795340 8-5-14.zip

(Zip file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.14

PY5Q1 Centurylink BAN (send)

CONFIDENTIAL Ex. 37.14 - PY5Q1 Centurylink BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 37.15

Email from submit.claims@verizon.com to
Joseph Romero (CenturyLink), *Verizon Claim
Status Letter - Batch Number: 40794911,*
dated Jul. 31, 2014

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.01

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), Joseph Romero
(CenturyLink), *RE: Centurylink (Qwest) Custom
Solution Monthly Tracking Report-Aug 2013*,
dated Oct. 25, 2013

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 38.01a - Centurylink(QWEST) Monthly Tracking Report_Aug 2013 w dispute.xlsx
- CONFIDENTIAL Ex. 38.01b - PY5Q2 Centurylink DS3 CLF_CLS Billed Units.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.02

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2013 (PY5Q2)*, dated Oct. 29, 2013

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 38.02a - Centurylink(QWEST) Monthly Tracking Report_Aug 2013 w dispute.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.03

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), Robert Montenegro
(CenturyLink), *Centurylink (Qwest) Custom
Solution Monthly Tracking Report-Jul 2013*,
dated Aug. 15, 2013

Email Attachment (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 38.03a - Centurylink(QWEST) Monthly Tracking Report_Jul 2013.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2013*, dated Jul. 12, 2013

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 38.04a - Centurylink(QWEST) Monthly Tracking Report_Jun 2013.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.05

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC083325*
CenturyLink - Verizon South Claim; BAN:
412M520008196, dated Jul. 31, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 38.05a - CCQWC083325 CLINKFAC0185 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 38.05b - CCQWC083325 Claim Form.xls
- CONFIDENTIAL Ex. 38.05c - CLINKFAC0185 Verizon FRP Credit Calculation (Jun'13-Aug'13) 06-25-14.pdf
- CONFIDENTIAL Ex. 38.05d - CLINKFAC0185 Verizon FRP Credit Calculation (Jun'13-Aug'13) 06-25-14.xlsx
- CONFIDENTIAL Ex. 38.05e - Status_SpreadSheet.XLS

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.06

40794915 7.31.14 zip file

CONFIDENTIAL Ex. 38.06 - 40794915 7.31.14.zip

(Zip file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.07

Centurylink (QWEST) Monthly Tracking
Report_Aug 2013 w dispute revised

CONFIDENTIAL Ex. 38.07 - Centurylink(QWEST) Monthly
Tracking Report_Aug 2013 w dispute revised.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.08

Centurylink (QWEST) Monthly Tracking
Report_Aug 2013 w dispute

CONFIDENTIAL Ex. 38.08 - Centurylink(QWEST) Monthly
Tracking Report_Aug 2013 w dispute.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.09

Centurylink (QWEST) Monthly Tracking
Report_Jul 2013

CONFIDENTIAL Ex. 38.09 - Centurylink(QWEST) Monthly
Tracking Report_Jul 2013.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.10

Centurylink (QWEST) Monthly Tracking
Report_Jun 2013

CONFIDENTIAL Ex. 38.10 - Centurylink(QWEST) Monthly
Tracking Report_Jun 2013.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.11

Letter of Acknowledgement 40795381
8-5-14 zip file

CONFIDENTIAL Ex. 38.11 - Letter of Acknowledgement
40795381 8-5-14.zip

(Zip file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.12

PY5Q2 Centurylink DS3 CLF_CLS Billed Units

CONFIDENTIAL Ex. 38.12 - PY5Q2 Centurylink DS3
CLF_CLS Billed Units.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 38.13

Email from submit.claims@verizon.com to
Joseph Romero (CenturyLink), *Verizon Claim
Status Letter - Batch Number: 40794915,*
dated Jul. 31, 2014

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.01

Email from Anne Grimm (CenturyLink) to
Patricia Mason (Verizon), *RE: Centurylink (Qwest)*
Custom Solution Monthly Tracking Report-Nov 2013
(PY5Q3), dated Feb. 4, 2014

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2013*, dated Nov. 14, 2013

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 39.02a - Centurylink(QWEST) Monthly Tracking Report_Oct 2013.xlsx
- CONFIDENTIAL Ex. 39.02b - FW_Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2013.pdf
- CONFIDENTIAL Ex. 39.02b1 - Centurylink(QWEST) Monthly Tracking Report_Nov 2013.xlsx
- CONFIDENTIAL Ex. 39.02c - FW_Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2013 - Verizon.pdf
- CONFIDENTIAL Ex. 39.02c1 - Centurylink(QWEST) Monthly Tracking Report_Sep 2013.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.03

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), *RE: Centurylink
(Qwest) Custom Solution Monthly Tracking
Report-Nov 2013*, dated Jan. 2, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 39.03a - PY5Q3 Centurylink DS1_DS3_FMS MRC.xlsx
- CONFIDENTIAL Ex. 39.03b - PY5Q3 Centurylink DS3 CLF_CLS Billed Units.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2013 - Verizon*, dated Oct. 14, 2013

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 39.04a - Centurylink(QWEST) Monthly Tracking Report_Sep 2013.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.05

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC083324 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Jul. 31, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 39.05a - CCQWC083324 CLINKFAC0184 VZ CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 39.05b - CCQWC083324 Claim Form.xls
- CONFIDENTIAL Ex. 39.05c - CLINKFAC0184 Verizon FRP Credit Calculation (Sep'13-Nov'13) 06-25-14.pdf
- CONFIDENTIAL Ex. 39.05d - CLINKFAC0184 Verizon FRP Credit Calculation (Sep'13-Nov'13) 06-25-14.xlsx
- CONFIDENTIAL Ex. 39.05e - Status_SpreadSheet.XLS

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.06

40794919 7.31.14 zip file

CONFIDENTIAL Ex. 39.06 - 40794919 7.31.14.zip

(Zip file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.07

Centurylink (QWEST) Monthly Tracking
Report Nov 2013

CONFIDENTIAL Ex. 39.07 - Centurylink(QWEST) Monthly
Tracking Report_Nov 2013.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.08

Centurylink (QWEST) Monthly Tracking
Report Oct 2013

CONFIDENTIAL Ex. 39.08 - Centurylink(QWEST) Monthly
Tracking Report_Oct 2013.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.09

**Centurylink (QWEST) Monthly Tracking
Report Sep 2013**

**CONFIDENTIAL Ex. 39.09 - Centurylink(QWEST) Monthly
Tracking Report_Sep 2013.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.10

Letter of Acknowledgement
40795380 8-5-2014 zip file

CONFIDENTIAL Ex. 39.10 - Letter of Acknowledgement
40795380 8-5-2014.zip

(Zip file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.11

PY5Q3 Centurylink DS1 DS3_FMS MRC

CONFIDENTIAL Ex. 39.11 - PY5Q3 Centurylink
DS1_DS3_FMS MRC.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.12

PY5Q3 Centurylink DS3 CLF_CLS Billed Units

CONFIDENTIAL Ex. 39.12 - PY5Q3 Centurylink
DS3 CLF_CLS Billed Units.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 39.13

Email from submit.claims@verizon.com to
Joseph Romero (CenturyLink), *Verizon Claim
Status Letter - Batch Number: 40794919,*
dated Jul. 31, 2014

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.01

Email exchanges between Tiffany Brown
(CenturyLink) and Joseph Aguilar (Verizon),
*RE: Dispute associated w/Credit Calculation -
Verizon*, dated 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 40.01a - CLINKFAC0168 FRP FMS DS3 CLF
EQUIVALENT ANALYSIS 2014-02.xls

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.02

Email from Joseph Aguilar (Verizon) to Joseph
Romero (CenturyLink), *RE: FRP Disputes*,
dated Aug. 5, 2014

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.03

Email from Joseph Aguilar (Verizon) to
Patrick Lowell (CenturyLink), Tiffany Brown
(CenturyLink), Anne Grimm (CenturyLink),
Joseph Romero (CenturyLink), *RE: Dispute
associated w/Credit Calculation - Verizon*,
dated Nov. 21, 2014

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.04

Email exchanges among Patrick Lowell (CenturyLink), Joseph Aguilar (Verizon), Joseph Romero (CenturyLink) and Tiffany Brown (CenturyLink), *RE: Disputes Associated with Verizon's credit calculation*, dated winter 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.05

Email exchanges between Patrick Welch
(CenturyLink) and Joseph Aguilar (Verizon),
RE: CSP Dispute, dated spring 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.06

Email from Joseph Aguilar (Verizon) to
Patrick Lowell (CenturyLink), *RE: CSP Dispute*,
dated May 4, 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.07

Email from Patrick Welch (CenturyLink) to David Szol (Verizon), *FW: Dispute associated w/Credit Calculation - Verizon*, dated Sep. 9, 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.08

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), Robert Montenegro
(CenturyLink), *Centurylink (Qwest) Custom
Solution Monthly Tracking Report-Dec 2013*,
dated Jan. 20, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 40.08a - Centurylink(QWEST) Monthly Tracking Report_Dec 2013.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.09

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), Robert Montenegro
(CenturyLink), *RE: Centurylink (Qwest) Custom
Solution Monthly Tracking Report-Feb 2014*,
dated Mar. 17, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 40.09a - PY5Q4_Centurylink DS1_DS3_FMS MRC.xlsx
- CONFIDENTIAL Ex. 40.09b - PY5Q4_Centurylink DS3 CLF_CLS Billed Units.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.10

Email from Patricia Mason (Verizon) to
Anne Grimm (CenturyLink), Robert Montenegro
(CenturyLink), *Centurylink (Qwest) Custom
Solution Monthly Tracking Report-Feb 2014*,
dated Mar. 14, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 40.10a - Centurylink(QWEST) Monthly Tracking Report_Feb 2014.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.11

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), Robert Montenegro (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2014*, dated Feb. 17, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 40.11a - Centurylink(QWEST) Monthly Tracking Report_Jan 2014.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.12

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2014*,
dated May 9, 2014

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.13

Email from Joseph Romero (CenturyLink) to Joseph Aguilar (Verizon), *Dispute*, dated Jun. 18, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 40.13a - CLINKFAC0168 Verizon FRP Credit Calculation 06-13-14.pdf
- CONFIDENTIAL Ex. 40.13b - CLINKFAC0168B1 CLAIM CENTER GRID 6.14.14.xls
- CONFIDENTIAL Ex. 40.13c - CLINKFAC0168B1 Status_SpreadSheet 6.14.14.xls
- CONFIDENTIAL Ex. 40.13d - CLINKFAC0168B1 Verizon FRP Credit Calculation 06-13-14.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.14

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40789586*, dated Jun. 19, 2014

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.15

**Centurylink (QWEST) Monthly Tracking
Report Dec 2013**

**CONFIDENTIAL Ex. 40.15 - Centurylink(QWEST) Monthly
Tracking Report_Dec 2013.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.16

**Centurylink (QWEST) Monthly Tracking
Report Feb 2014**

**CONFIDENTIAL Ex. 40.16 - Centurylink(QWEST) Monthly
Tracking Report_Feb 2014.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.17

Centurylink (QWEST) Monthly Tracking
Report Jan 2014

CONFIDENTIAL Ex. 40.17 - Centurylink(QWEST) Monthly
Tracking Report_Jan 2014.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.18

**CLINKFAC0168 FRP FMS DS3 CLF
EQUIVALENT ANALYSIS 2014-02**

**CONFIDENTIAL Ex. 40.18 - CLINKFAC0168 FRP FMS DS3 CLF
EQUIVALENT ANALYSIS 2014-02.xls**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.19

PY5Q4_Centurylink DS1_DS3_FMS MRC

CONFIDENTIAL Ex. 40.19 - PY5Q4_Centurylink
DS1_DS3_FMS MRC.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.20

PY5Q4_Centurylink DS3 CLF_CLS Billed Units

CONFIDENTIAL Ex. 40.20 - PY5Q4_Centurylink DS3
CLF_CLS Billed Units.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.21

Status SpreadSheet 40789586

CONFIDENTIAL Ex. 40.21 - Status_SpreadSheet_40789586.xls

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.22

Dispute Notice Letter from Patrick Welch
(CenturyLink) to Verizon, *Re: Dispute Notice and
Request for Informal Dispute Resolution,*
dated Mar. 21, 2016

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.23

Response to Dispute Notice Letter from
David Szol (Verizon) to Patrick Welch
(CenturyLink), dated May 31, 2016

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 40.24

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC081041 CenturyLink - Verizon South Claim; BAN: 412M520008196, dated Jun. 19, 2014*

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 40.24a - CCQWC081041 CLINKFAC0168B1 CLAIM CENTER GRID 6.14.14.xls
- CONFIDENTIAL Ex. 40.24b - CCQWC081041 Claim Form.xls
- CONFIDENTIAL Ex. 40.24c - CLINKFAC0168 Verizon FRP Credit Calculation 06-13-14 (002).pdf
- CONFIDENTIAL Ex. 40.24d - CLINKFAC0168B1 Status_SpreadSheet 6.14.14.xls
- CONFIDENTIAL Ex. 40.24e - CLINKFAC0168B1 Verizon FRP Credit Calculation 06-13-14.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105568 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 41.01a - CCQWC105568 CLINKFAC0376 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 41.01b - CCQWC105568 Claim Form.xls
- CONFIDENTIAL Ex. 41.01c - CLINKFAC0376 Verizon FRP Credit Calculation (Mar'14-May'14) 09-10-15.pdf
- CONFIDENTIAL Ex. 41.01d - CLINKFAC0376 Verizon FRP Credit Calculation (Mar'14-May'14) 09-10-15.xlsx
- CONFIDENTIAL Ex. 41.01e - CLINKFAC0376 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-(PY1Q1)*, dated Sep. 3, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 41.02a - 2014_05 Centurylink Monthly TrackReport_PY1Q1.xlsx
- CONFIDENTIAL Ex. 41.02b - PY1Q1_Centurylink DS3 CLF CLS.XLSX
- CONFIDENTIAL Ex. 41.02c - Centurylink PY1Q1 Billed TBR Rev.xlsx
- CONFIDENTIAL Ex. 41.02d - Centurylink PY1Q1 DS1 wo Miles.xlsx
- CONFIDENTIAL Ex. 41.02e - PY1Q1 Centurylink BAN (send) FINAL.XLSX

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2014*, dated May 30,2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 41.03a - 2014_04 Centurylink Monthly TrackReport_(send)_Final.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2014*, dated May 30, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 41.04a - 2014_03 Centurylink Monthly TrackReport_(send)_Final.xlsx
- CONFIDENTIAL Ex. 41.04b - 2014_03_Centurylink DS3 CLF CLS _send.xlsx
- CONFIDENTIAL Ex. 41.04c - 2014_03_Centurylink Billed TBR Rev_send.xlsx
- CONFIDENTIAL Ex. 41.04d - 2014_03_Centurylink TLS._send.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2014*, dated Jun. 30, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 41.05a - 2014_05 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.06

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-PY1Q1 REVISED*, dated Nov. 24, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 41.06a - PY1Q1 Centurylink Monthly TrackReport_wdisputes_Final.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.07

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Rejected Claim - Batch Number: 40860467*, dated Sep. 15, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 41.07a - ATTACHMENTS_2015.09.15.15.58.31.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.08

2014_03 Centurylink Monthly Track
Report_(send)_Final

CONFIDENTIAL Ex. 41.08 - 2014_03 Centurylink Monthly
TrackReport_(send)_Final.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.09

2014_03_Centurylink Billed TBR Rev_send

CONFIDENTIAL Ex. 41.09 - 2014_03_Centurylink
Billed TBR Rev_send.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.10

2014_03_Centurylink DS3 CLF CLS send

CONFIDENTIAL Ex. 41.10 - 2014_03_Centurylink
DS3 CLF CLS _send.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.11

2014_03_Centurylink TLS. send

CONFIDENTIAL Ex. 41.11 - 2014_03_Centurylink TLS._send.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.12

2014_04 Centurylink Monthly Track
Report_(send)_Final

CONFIDENTIAL Ex. 41.12 - 2014_04 Centurylink Monthly
TrackReport_(send)_Final.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.13

2014_05 Centurylink Monthly Track
Report_PY1Q1

CONFIDENTIAL Ex. 41.13 - 2014_05 Centurylink Monthly
TrackReport_PY1Q1.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.14

Centurylink PY1Q1 Billed TBR Rev

CONFIDENTIAL Ex. 41.14 - Centurylink PY1Q1 Billed TBR Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.15

Centurylink PY1Q1 DS1 wo Miles

CONFIDENTIAL Ex. 41.15 - Centurylink PY1Q1 DS1 wo Miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.16

PY1Q1 Centurylink BAN (send) FINAL

**CONFIDENTIAL Ex. 41.16 - PY1Q1 Centurylink BAN (send)
FINAL.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.17

PY1Q1 Centurylink Monthly Track Report w
disputes_Final

CONFIDENTIAL Ex. 41.17 - PY1Q1 Centurylink Monthly
TrackReport_wdisputes_Final.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 41.18

PY1Q1_Centurylink DS3 CLF CLS

CONFIDENTIAL Ex. 41.18 - PY1Q1_Centurylink DS3 CLF CLS.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.01

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2014*, dated Jul. 30, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 42.01a - 2014_06 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.02

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, Patrick Lowell (CenturyLink), *FW: CCQWC105570 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 42.02a - CCQWC105570 CLINKFAC0377 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 42.02b - CCQWC105570 Claim Form.xls
- CONFIDENTIAL Ex. 42.02c - CLINKFAC0377 Verizon FRP Credit Calculation (Jun'14-Aug'14) 09-10-15.pdf
- CONFIDENTIAL Ex. 42.02d - CLINKFAC0377 Verizon FRP Credit Calculation (Jun'14-Aug'14) 09-10-15.xlsx
- CONFIDENTIAL Ex. 42.02e - CLINKFAC0377 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2014*, dated Sep. 25, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 42.03a - 2014_08 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2014*, dated Aug. 27, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 42.04a - 2014_07 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q2*, dated Dec. 18, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 42.05a - PY1Q2 Centurylink Monthly TrackReport_wdisputes.xlsx
- CONFIDENTIAL Ex. 42.05b - PY1Q2 Centurylink DS1 CT wo Miles.xlsx
- CONFIDENTIAL Ex. 42.05c - PY1Q2_Centurylink_TBR.xlsx
- CONFIDENTIAL Ex. 42.05d - PY1Q2 Centurylink CLF CLS.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.06

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: CenturyLink PY1Q2 - Verizon CSP*, dated Dec. 22, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 42.06a - PY1Q2 Centurylink Monthly TrackReport_wdisputes.xlsx
- CONFIDENTIAL Ex. 42.06b - PY1Q2 Centurylink DS1 CT wo Miles.xlsx
- CONFIDENTIAL Ex. 42.06c - PY1Q2_Centurylink_TBR.xlsx
- CONFIDENTIAL Ex. 42.06d - PY1Q2 Centurylink CLF CLS.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.07

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: CenturyLink PY1Q2 - Verizon CSP*, dated Dec. 22, 2014

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 42.07a - PY1Q2 Centurylink Monthly TrackReport_wdisputes.xlsx
- CONFIDENTIAL Ex. 42.07b - PY1Q2 Centurylink DS1 CT wo Miles.xlsx
- CONFIDENTIAL Ex. 42.07c - PY1Q2_Centurylink_TBR.xlsx
- CONFIDENTIAL Ex. 42.07d - PY1Q2 Centurylink CLF CLS.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.08

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40860409*, dated Sep. 17. 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 42.08a - ATTACHMENTS_2015.09.17.20.58.06.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.09

2014_06 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 42.09 - 2014_06 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.10

2014_07 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 42.10 - 2014_07 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.11

2014_08 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 42.11 - 2014_08 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.12

PY1Q2 Centurylink BAN (send)

CONFIDENTIAL Ex. 42.12 - PY1Q2 Centurylink BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.13

PY1Q2 Centurylink CLF CLS

CONFIDENTIAL Ex. 42.13 - PY1Q2 Centurylink CLF CLS.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.14

PY1Q2 Centurylink DS1 CT wo Miles

**CONFIDENTIAL Ex. 42.14 - PY1Q2 Centurylink DS1 CT wo
Miles.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.15

**PY1Q2 Centurylink Monthly Track
Report w disputes**

**CONFIDENTIAL Ex. 42.15 - PY1Q2 Centurylink Monthly
TrackReport_wdisputes.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.16

PY1Q2_Centurylink TBR

CONFIDENTIAL Ex. 42.16 - PY1Q2_Centurylink_TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 42.17

Status SpreadSheet 40860409

CONFIDENTIAL Ex. 42.17 - Status_SpreadSheet_40860409.xls

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105571 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 43.01a - CCQWC105571 CLINKFAC0378 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 43.01b - CCQWC105571 Claim Form.xls
- CONFIDENTIAL Ex. 43.01c - CLINKFAC0378 Verizon FRP Credit Calculation (Sep'14-Nov'14) 09-10-15.pdf
- CONFIDENTIAL Ex. 43.01d - CLINKFAC0378 Verizon FRP Credit Calculation (Sep'14-Nov'14) 09-10-15.xlsx
- CONFIDENTIAL Ex. 43.01e - CLINKFAC0378 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2014*, dated Jan. 6, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 43.02a - 2014_11 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2014*, dated Dec. 9, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 43.03a - 2014_10 Centurylink Monthly TrackReport_final.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2014*, dated Oct. 28, 2014

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 43.04a - 2014_09 Centurylink Monthly TrackReport_final.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY1Q3*, dated Jan. 28, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 43.05a - PY1Q3 Centurylink Monthly TrackReport._wdisputes.xlsx
- CONFIDENTIAL Ex. 43.05b - 2014_11 Centurylink 2014 TBR.xlsx
- CONFIDENTIAL Ex. 43.05c - PY1Q3 Centurylink DS1 wo miles.xlsx
- CONFIDENTIAL Ex. 43.05d - PY1Q3 Centurylink CLF CLS Vol.xlsx
- CONFIDENTIAL Ex. 43.05e - PY1Q3 Centurylink BAN (send).xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.06

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: CenturyLink PY1Q3 - Verizon CSP Credit*, dated Feb. 4, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 43.06a - PY1Q3 Centurylink Monthly TrackReport._wdisputes.xlsx
- CONFIDENTIAL Ex. 43.06b - 2014_11 Centurylink 2014 TBR.xlsx
- CONFIDENTIAL Ex. 43.06c - PY1Q3 Centurylink DS1 wo miles.xlsx
- CONFIDENTIAL Ex. 43.06d - PY1Q3 Centurylink CLF CLS Vol.xlsx
- CONFIDENTIAL Ex. 43.06e - PY1Q3 Centurylink BAN (send).xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.07

2014_09 Centurylink Monthly Track Report_final

CONFIDENTIAL Ex. 43.07 - 2014_09 Centurylink Monthly
TrackReport_final.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.08

2014_10 Centurylink Monthly Track Report_final

CONFIDENTIAL Ex. 43.08 - 2014_10 Centurylink Monthly
TrackReport_final.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.09

2014_11 Centurylink 2014 TBR

CONFIDENTIAL Ex. 43.09 - 2014_11 Centurylink 2014 TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.10

2014_11 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 43.10 - 2014_11 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.11

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40860413*, dated Sep. 17, 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.12

PY1Q3 Centurylink BAN (send)

CONFIDENTIAL Ex. 43.12 - PY1Q3 Centurylink BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.13

PY1Q3 Centurylink DS1 wo miles

CONFIDENTIAL Ex. 43.13 - PY1Q3 Centurylink DS1 wo miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.14

PY1Q3 Centurylink DS3 CLF CLS Vol

CONFIDENTIAL Ex. 43.14 - PY1Q3 Centurylink DS3 CLF CLS
Vol.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 43.15

PY1Q3 Centurylink Monthly Track Report.w
disputes

CONFIDENTIAL Ex. 43.15 - PY1Q3 Centurylink Monthly
TrackReport._wdisputes.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105572 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 5, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 44.01a - CCQWC105572 CLINKFAC0379 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 44.01b - CCQWC105572 Claim Form.xls
- CONFIDENTIAL Ex. 44.01c - CLINKFAC0379 Verizon FRP Credit Calculation (Dec'14-Feb'15) 09-10-15.pdf
- CONFIDENTIAL Ex. 44.01d - CLINKFAC0379 Verizon FRP Credit Calculation (Dec'14-Feb'15) 09-10-15.xlsx
- CONFIDENTIAL Ex. 44.01e - CLINKFAC0379 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2014*, dated Jan. 22, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 44.02a - 2014_12 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015*, dated Mar. 30, 2015

Email Attachments (Excel files provided in native format on DVD)

:

- CONFIDENTIAL Ex. 44.03a - 2015_02 Centurylink Monthly TrackReport (wdisputes) FINAL.XLSX
- CONFIDENTIAL Ex. 44.03b - PY1Q4 Centurylink DS1 wo miles.xlsx
- CONFIDENTIAL Ex. 44.03c - PY1Q4 TBR.XLSX
- CONFIDENTIAL Ex. 44.03d - Centurylink PY1Q4 BANs.xlsx
- CONFIDENTIAL Ex. 44.03e - PY1Q4 Centurylink CLF CLS Vol.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.04

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2015 - PY1Q4*, dated May 27, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 44.04a - 2015_02 Centurylink Monthly TrackReport (wdisputes) FINAL.XLSX

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink PY1Q3 - Verizon CSP Credit*, dated Mar. 18, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 44.05a - 2015_01 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.06

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40860415*, dated Sep. 17, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 44.06a - ATTACHMENTS_2015.09.17.20.57.41.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.07

2014_12 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 44.07 - 2014_12 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.08

2015_01 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 44.08 - 2015_01 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.09

2015_02 Centurylink Monthly Track Report (send)

CONFIDENTIAL Ex. 44.09 - 2015_02 Centurylink Monthly
TrackReport (send).xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.10

2015_02 Centurylink Monthly Track Report w
disputes FINAL

CONFIDENTIAL Ex. 44.10 - 2015_02 Centurylink Monthly
TrackReport (wdisputes) FINAL.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.11

ATTACHMENTS_2015.09.17.20.57.41 zip file

CONFIDENTIAL Ex. 44.11 -
ATTACHMENTS_2015.09.17.20.57.41.zip

(Zip file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.12

Centurylink PY1Q4 BANs

CONFIDENTIAL Ex. 44.12 - Centurylink PY1Q4 BANs.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.13

PY1Q4 Centurylink CLF CLS Vol

CONFIDENTIAL Ex. 44.13 - PY1Q4 Centurylink CLF CLS Vol.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.14

PY1Q4 Centurylink DS1 wo miles

CONFIDENTIAL Ex. 44.14 - PY1Q4 Centurylink DS1 wo miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 44.15

PY1Q4 TBR

CONFIDENTIAL Ex. 44.15 - PY1Q4 TBR.XLSX

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC105573 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Sep. 15, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 45.01a - CCQWC105573 CLINKFAC0380 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 45.01b - CCQWC105573 Claim Form.xls
- CONFIDENTIAL Ex. 45.01c - CLINKFAC0380 Verizon FRP Credit Calculation (Mar'15-May'15) 09-10-15.pdf
- CONFIDENTIAL Ex. 45.01d - CLINKFAC0380 Verizon FRP Credit Calculation (Mar'15-May'15) 09-10-15.xlsx
- CONFIDENTIAL Ex. 45.01e - CLINKFAC0380 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2015*, dated Jun. 10, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 45.02a - 2015_04 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2015*, dated May 15, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 45.03a - 2015_03 Centurylink Monthly TrackReport_revised.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2015*, dated Jun. 23, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 45.04a - 2015_05 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *CenturyLink PY2Q1*, dated Jul. 27, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 45.05a - 2015_05 Centurylink Monthly TrackReport w disputes.xlsx
- CONFIDENTIAL Ex. 45.05b - 2015_05_Centurylink TBR.xlsx
- CONFIDENTIAL Ex. 45.05c - Centurylink PY2Q1 DS3 CLF CLS Vol.xlsx
- CONFIDENTIAL Ex. 45.05d - PY2Q1 Centurylink DS1 wo miles.xlsx
- CONFIDENTIAL Ex. 45.05e - PY2Q1 Centurylink BAN (send).xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.06

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *FW: CenturyLink PY2Q1 - Verizon CSP*, dated Aug. 4, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 45.06a - 2015_05 Centurylink Monthly TrackReport w disputes.xlsx
- CONFIDENTIAL Ex. 45.06b - 2015_05_Centurylink TBR
- CONFIDENTIAL Ex. 45.06c - Centurylink PY2Q1 DS3 CLF CLS Vol.xlsx
- CONFIDENTIAL Ex. 45.06d - PY2Q1 Centurylink DS1 wo miles.xlsx
- CONFIDENTIAL Ex. 45.06e - PY2Q1 Centurylink BAN (send).xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.07

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40860417*, dated Sep. 17, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 45.07a - ATTACHMENTS_2015.09.17.20.58.02.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.08

2015_03 Centurylink Monthly Track Report revised

CONFIDENTIAL Ex. 45.08 - 2015_03 Centurylink Monthly
TrackReport_revised.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.09

2015_04 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 45.09 - 2015_04 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.10

2015_05 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 45.10 - 2015_05 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.11

2015_05 Centurylink Monthly TrackReport w
disputes

CONFIDENTIAL Ex. 45.11 - 2015_05 Centurylink Monthly
TrackReport w disputes.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.12

2015_05_Centurylink TBR

CONFIDENTIAL Ex. 45.12 - 2015_05_Centurylink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.13

Centurylink PY2Q1 DS3 CLF CLS Vol

CONFIDENTIAL Ex. 45.13 - Centurylink PY2Q1 DS3 CLF CLS
Vol.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.14

PY2Q1 Centurylink BAN (send)

CONFIDENTIAL Ex. 45.14 - PY2Q1 Centurylink BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 45.15

PY2Q1 Centurylink DS1 wo miles

CONFIDENTIAL Ex. 45.15 - PY2Q1 Centurylink DS1 wo miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107917 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 46.01a - CCQWC107917 CLINKFAC0421 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 46.01b - CCQWC107917 Claim Form.xls
- CONFIDENTIAL Ex. 46.01c - CLINKFAC0421 Verizon FRP Credit Calculation (Jun'15-Aug'15) 10-09-15.pdf
- CONFIDENTIAL Ex. 46.01d - CLINKFAC0421 Verizon FRP Credit Calculation (Jun'15-Aug'15) 10-09-15.xlsx
- CONFIDENTIAL Ex. 46.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Oct. 5, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 46.02a - Centurylink PY2Q2 DS3 Rev.xlsx
- CONFIDENTIAL Ex. 46.02b - Centurylink PY2Q2 TBR.XLSX
- CONFIDENTIAL Ex. 46.02c - Centurylink PY2Q2 TrackReport w disputes.xlsx
- CONFIDENTIAL Ex. 46.02d - Centurylink PY2Q2 BAN (send).xlsx
- CONFIDENTIAL Ex. 46.02e - Centurylink PY2Q2 CLF CLS Vol.xlsx
- CONFIDENTIAL Ex. 46.02f - Centurylink PY2Q2 DS1 wo miles.xlsx.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.03

Email exchanges between Anne Grimm
(CenturyLink) and Patricia Mason (Verizon), *RE:*
Centurylink (Qwest) Custom Solution Monthly
Tracking Report with Disputes-PY2Q2,
dated Oct. to Nov. 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 46.03a - Centurylink PY2Q2 TrackReport w disputes.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q2*, dated Nov. 19, 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Aug 2015*, dated Sep. 21, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 46.05a - 2015_08 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.06

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2015*, dated Aug. 25, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 46.06a - 2015_07 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.07

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2015*, dated Jul. 28, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 46.07a - 2015_06 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.08

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40869124*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 46.08a - ATTACHMENTS_2015.10.29.20.02.33.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.09

2015_06 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 46.09 - 2015_06 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.10

2015_07 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 46.10 - 2015_07 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.11

2015_08 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 46.11 - 2015_08 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.12

Centurylink PY2Q2 BAN (send)

CONFIDENTIAL Ex. 46.12 - Centurylink PY2Q2 BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.13

Centurylink PY2Q2 CLF CLS Vol

CONFIDENTIAL Ex. 46.13 - Centurylink PY2Q2 CLF CLS Vol.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.14

Centurylink PY2Q2 DS1 wo miles xlsx

CONFIDENTIAL Ex. 46.14 - Centurylink PY2Q2 DS1 wo miles
xlsx.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.15

Centurylink PY2Q2 DS3 Rev

CONFIDENTIAL Ex. 46.15 - Centurylink PY2Q2 DS3 Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.16

Centurylink PY2Q2 TBR

CONFIDENTIAL Ex. 46.16 - Centurylink PY2Q2 TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 46.17

Centurylink PY2Q2 Track Report w disputes

CONFIDENTIAL Ex. 46.17 - Centurylink PY2Q2 TrackReport w
disputes.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC112558*
CenturyLink - Verizon South Claim; BAN:
412M520008196, dated Feb. 5, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 47.01a - CCQWC112558 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 47.01b - CCQWC112558 Claim Form.xls
- CONFIDENTIAL Ex. 47.01c - CLINKFAC0469 Verizon FRP Credit Calculation (Sep'15-Nov'15) 01-08-16.pdf
- CONFIDENTIAL Ex. 47.01d - CLINKFAC0469 Verizon FRP Credit Calculation (Sep'15-Nov'15) 01-08-16.xlsx
- CONFIDENTIAL Ex. 47.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL

MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q3*, dated Jan. 15, 2016

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 47.02a - Centurylink PY2Q3 TrackReport w disputes.xlsx
- CONFIDENTIAL Ex. 47.02b - Centurylink PY2Q3 BAN (send).xlsx
- CONFIDENTIAL Ex. 47.02c - CLink PY2Q3 Supporting Documentation.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Nov 2015*, dated Jan. 4, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 47.03a - 2015_11 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Oct 2015*, dated Dec. 17, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 47.04a - 2015_10 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Sep 2015*, dated Oct. 26, 2015

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 47.05a - 2015_09 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.06

Email from Joseph Romero (CenturyLink)
to submit.claims@verizon.com, *FW:*
Status_SpreadSheet_40889583.xls,
dated Feb. 12, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 47.06a - Status_SpreadSheet_40889583.xls

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.07

2015_09 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 47.07 - 2015_09 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.08

2015_10 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 47.08 - 2015_10 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.09

2015_11 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 47.09 - 2015_11 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.10

Centurylink PY2Q3 BAN (send)

CONFIDENTIAL Ex. 47.10 - Centurylink PY2Q3 BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.11

Centurylink PY2Q3 Track Report w disputes

CONFIDENTIAL Ex. 47.11 - Centurylink PY2Q3 TrackReport w
disputes.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.12

PY2Q3 Centurylink DS3 Revenue

CONFIDENTIAL Ex. 47.12 - PY2Q3 Centurylink DS3 Revenue.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.13

PY2Q3 DS1 wo Miles

CONFIDENTIAL Ex. 47.13 - PY2Q3 DS1 wo Miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.14

PY2Q3 DS3 CLF CLS Vol

CONFIDENTIAL Ex. 47.14 - PY2Q3 DS3 CLF CLS Vol.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 47.15

PY2Q3_Centurylink TBR

CONFIDENTIAL Ex. 47.15 - PY2Q3_Centurylink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC122039*
CenturyLink - Verizon South Claim; BAN:
412M520008196, dated Jul. 13, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 48.01a - CCQWC122039 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 48.01b - CCQWC122039 Claim Form.xls
- CONFIDENTIAL Ex. 48.01c - CLINKFAC0505B Verizon FRP Credit Calculation (Dec'15-Feb'16) 05-06-16.pdf
- CONFIDENTIAL Ex. 48.01d - CLINKFAC0505B Verizon FRP Credit Calculation (Dec'15-Feb'16) 05-06-16.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail)*, dated Apr. 26, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 48.02a - Centurylink PY2Q4 DS1 wo_Miles Vol detail.xlsx
- CONFIDENTIAL Ex. 48.02b - Centurylink PY2Q4 DS3 Rev detail.xlsx
- CONFIDENTIAL Ex. 48.02c - Centurylink PY2Q4 DS3 Vol detail.xlsx
- CONFIDENTIAL Ex. 48.02d - Centurylink PY2Q4 TBR.XLSX
- CONFIDENTIAL Ex. 48.02e - 2016_02 Centurylink Monthly TrackReport_w disputes.xlsx
- CONFIDENTIAL Ex. 48.02f - Centurylink PY2Q4 BAN (send).xlsx
- CONFIDENTIAL Ex. 48.02g - Centurylink PY2Q4 DS1 Rev detail.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.03

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report with Disputes-PY2Q4 Follow Up (Credits and Debit detail) - Credit, Strat Serv Credit, Surplus,* dated May 9, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 48.03a - 2016_02 Centurylink Monthly TrackReport_w disputes.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Dec 2015*, dated Jan 22, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 48.04a - 2015_12 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: Centurylink (Qwest) Custom Solution Monthly Tracking Report-Feb 2016*, dated Apr. 8, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 48.05a - 2016_02 Centurylink Monthly TrackReport_final.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.06

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jan 2016*, dated Feb. 22, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 48.06a - 2016_01 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.07

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40921340*, dated Jul. 13, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 48.07a - ATTACHMENTS_2016.07.13.20.08.37.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.08

2015_12 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 48.08 - 2015_12 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.09

2016_01 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 48.09 - 2016_01 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.10

2016_02 Centurylink Monthly Track Report final

CONFIDENTIAL Ex. 48.10 - 2016_02 Centurylink Monthly
TrackReport_final.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.11

2016_02 Centurylink Monthly Track
Report w disputes

CONFIDENTIAL Ex. 48.11 - 2016_02 Centurylink Monthly
TrackReport_w disputes.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.12

Centurylink PY2Q4 BAN (send)

CONFIDENTIAL Ex. 48.12 - Centurylink PY2Q4 BAN (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.13

Centurylink PY2Q4 DS1 Rev detail

CONFIDENTIAL Ex. 48.13 - Centurylink PY2Q4 DS1 Rev detail.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.14

Centurylink PY2Q4 DS1 wo Miles Vol detail

CONFIDENTIAL Ex. 48.14 - Centurylink PY2Q4 DS1
wo_Miles Vol detail.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.15

Centurylink PY2Q4 DS3 Rev detail

CONFIDENTIAL Ex. 48.15 - Centurylink PY2Q4 DS3 Rev detail.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.16

Centurylink PY2Q4 DS3 Vol detail

CONFIDENTIAL Ex. 48.16 - Centurylink PY2Q4 DS3 Vol detail.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.17

Centurylink PY2Q4 TBR

CONFIDENTIAL Ex. 48.17 - Centurylink PY2Q4 TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 48.18

PY2Q4 Clink IPS_VzB Rev

CONFIDENTIAL Ex. 48.18 - PY2Q4 Clink IPS_VzB Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.01

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution - PY3Q1*, dated Sep. 1, 2017

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 49.01a - PY3Q1 Centurylink Monthly TrackReport w_disputes.xlsx
- CONFIDENTIAL Ex. 49.01b - PY3Q1 Detail Reports.zip
- CONFIDENTIAL Ex. 49.01c - CLink PY3Q1 FRP credits.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Apr 2016*, dated May 25, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 49.02a - 2016_04 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Mar 2016*, dated Apr. 26, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 49.03a - 2016_03 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.04

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-May 2016*, dated Jul. 6, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 49.04a - 2016_05 Centurylink Monthly TrackReport (070516).xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.05

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *RE: PY3Q1 Credit*,
dated Aug. 1, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 49.05a - PY3Q1 CLink Foreborne Products.xlsx
- CONFIDENTIAL Ex. 49.05b - PY3Q1 CLink IPS&VzB Rev.xlsx
- CONFIDENTIAL Ex. 49.05c - PY3Q1 Clink TDM Rev.xlsx
- CONFIDENTIAL Ex. 49.05d - PY3Q1 CLink TLS SED.XLSX
- CONFIDENTIAL Ex. 49.05e - PY3Q1_Clink TBR.XLSX
- CONFIDENTIAL Ex. 49.05f - PY3Q1 Centurylink Monthly TrackReport w_disputes.xlsx
- CONFIDENTIAL Ex. 49.05g - PY3Q1 Centurylink Monthly TrackReport.xlsx
- CONFIDENTIAL Ex. 49.05h - PY3Q1 CLink DS1 wo_Miles Vol.xlsx
- CONFIDENTIAL Ex. 49.05i - PY3Q1 CLink DS3 CLS_CLF Units.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.06

Email from Anne Grimm (CenturyLink) to Patricia
Mason (Verizon), *RE: PY3Q1 Credit (Revised)*,
dated May 23, 2017

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.07

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW:*
CLINKFAC0610B Verizon FRP Credit Calculation
(Mar'16-May'16) 08-17-16, dated Jan. 11, 2017

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 49.07a - CLINKFAC0610B Verizon FRP Credit Calculation (Mar'16-May'16) 08-17-16.pdf
- CONFIDENTIAL Ex. 49.07b - CLINKFAC0610B Verizon FRP Credit Calculation (Mar'16-May'16) 08-17-16.xlsx
- CONFIDENTIAL Ex. 49.07c - CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 49.07d - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.08

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Rejected Claim - Batch Number: 40953706*, dated Jan. 12, 2017

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 49.08a - ATTACHMENTS_2017.01.12.07.49.02.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.09

2016_03 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 49.09 - 2016_03 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.10

2016_04 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 49.10 - 2016_04 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.11

2016_05 Centurylink Monthly Track
Report (070516)

CONFIDENTIAL Ex. 49.11 - 2016_05 Centurylink Monthly
TrackReport (070516).xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.12

CLink PY3Q1 FRP credits (send)

CONFIDENTIAL Ex. 49.12 - CLink PY3Q1 FRP credits (send).xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.13

PY3Q1 Centurylink Monthly Track
Report w disputes

CONFIDENTIAL Ex. 49.13 - PY3Q1 Centurylink Monthly
TrackReport w_disputes.xlsx

(Excel file provided in native format on DVD)

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.14

PY3Q1 Centurylink Monthly Track Report

**CONFIDENTIAL Ex. 49.14 - PY3Q1 Centurylink Monthly
TrackReport.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.15

PY3Q1 CLink DS1 wo Miles Vol

CONFIDENTIAL Ex. 49.15 - PY3Q1 CLink DS1 wo_Miles Vol.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.16

PY3Q1 CLink DS3 CLS_CLF Units

CONFIDENTIAL Ex. 49.16 - PY3Q1 CLink DS3 CLS_CLF Units.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.17

PY3Q1 CLink Foreborne Products

CONFIDENTIAL Ex. 49.17 - PY3Q1 CLink Foreborne Products.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.18

PY3Q1 CLink IPS&VzB Rev

CONFIDENTIAL Ex. 49.18 - PY3Q1 CLink IPS&VzB Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.19

PY3Q1 Clink TDM Rev

CONFIDENTIAL Ex. 49.19 - PY3Q1 Clink TDM Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.20

PY3Q1 CLink TLS SED

CONFIDENTIAL Ex. 49.20 - PY3Q1 CLink TLS SED.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.21

PY3Q1_Clink TBR

CONFIDENTIAL Ex. 49.21 - PY3Q1_Clink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 49.22

Email from Bradley Rhotenberry (Verizon) to
Anne Grimm (CenturyLink), *RE: PY3Q1 Credit*,
dated Mar. 2, 2017

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.01

Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134091 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 50.01a - CCQWC134091 Claim Form.xls
- CONFIDENTIAL Ex. 50.01b - CCQWC134091 CLINKFAC0765B CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 50.01c - CLINKFAC0765B Verizon FRP Credit Calculation (Jun'16-Aug'16) 03-13-17.pdf
- CONFIDENTIAL Ex. 50.01d - CLINKFAC0765B Verizon FRP Credit Calculation (Jun'16-Aug'16) 03-13-17.xlsx
- CONFIDENTIAL Ex. 50.01e - CLINKFAC0765B VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.02

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jul 2016*, dated Sep. 6, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 50.02a - 2016_07 Centurylink Monthly TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.03

Email from Patricia Mason (Verizon) to Anne Grimm (CenturyLink), *Centurylink (Qwest) Custom Solution Monthly Tracking Report-Jun 2016*, dated Jul. 26, 2016

Email Attachment (Excel file provided in native format on DVD):

- CONFIDENTIAL Ex. 50.03a - 2016_06 Centurylink Monthly TrackReport.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.04

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2 (Revised)*, dated May 23, 2017

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.05

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2*, dated Dec. 20, 2016

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 50.05a - PY3Q2 Centurylink BAN.xlsx
- CONFIDENTIAL Ex. 50.05b - PY3Q2 Centurylink Supporting Documentation.zip
- CONFIDENTIAL Ex. 50.05c - PY3Q2 Centurylink TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.06

2016_06 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 50.06 - 2016_06 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.07

2016_07 Centurylink Monthly Track Report

CONFIDENTIAL Ex. 50.07 - 2016_07 Centurylink Monthly
TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.08

PY3Q2 Centurylink BAN

CONFIDENTIAL Ex. 50.08 - PY3Q2 Centurylink BAN.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.09

PY3Q2 Centurylink DS1 0 miles

CONFIDENTIAL Ex. 50.09 - PY3Q2 Centurylink DS1 0 miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.10

PY3Q2 Centurylink DS3 CLS_CLF Units

**CONFIDENTIAL Ex. 50.10 - PY3Q2 Centurylink DS3 CLS_CLF
Units.xlsx**

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.11

PY3Q2 Centurylink Forborne Rev

CONFIDENTIAL Ex. 50.11 - PY3Q2 Centurylink Forborne Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.12

PY3Q2 Centurylink IPS&VzB

CONFIDENTIAL Ex. 50.12 - PY3Q2 Centurylink IPS&VzB.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.13

PY3Q2 Centurylink TBR

CONFIDENTIAL Ex. 50.13 - PY3Q2 Centurylink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.14

PY3Q2 Centurylink TLS

CONFIDENTIAL Ex. 50.14 - PY3Q2 Centurylink TLS.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.15

PY3Q2 Centurylink Track Report

CONFIDENTIAL Ex. 50.15 - PY3Q2 Centurylink TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 50.16

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q2 (Revised)*, dated Feb. 14, 2018

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 50.16a - PY3Q2 Centurylink BAN.xlsx
- CONFIDENTIAL Ex. 50.16b - PY3Q2 Centurylink Supporting Documentation.zip
- CONFIDENTIAL Ex. 50.16c - PY3Q2 Centurylink TrackReport.xlsx

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.01

Email from Luann Donahue (CenturyLink) to submit.claims@verizon.com, *CCQWC134092 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Mar. 17, 2017

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 51.01a - CCQWC134092 Claim Form.xls
- CONFIDENTIAL Ex. 51.01b - CCQWC134092 CLINKFAC0766B CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 51.01c - CLINKFAC0766B Verizon FRP Credit Calculation (Sep'16-Nov'16) 03-13-17.pdf
- CONFIDENTIAL Ex. 51.01d - CLINKFAC0766B Verizon FRP Credit Calculation (Sep'16-Nov'16) 03-13-17.xlsx
- CONFIDENTIAL Ex. 51.01e - CLINKFAC0766B VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.02

Email from Anne Grimm (CenturyLink) to Patricia Mason (Verizon), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3 (Revised)*, dated May 23, 2017

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.03

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution Monthly Tracking Report-PY3Q3 (Revised)*, dated Feb. 14, 2018

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 51.03a - PY3Q3 Centurylink BAN.xlsx
- CONFIDENTIAL Ex. 51.03b - PY3Q3 Centurylink TrackReport.xlsx
- CONFIDENTIAL Ex. 51.03c - PY3Q3 Supporting Documentation.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.04

PY3Q3 Centurylink BAN

CONFIDENTIAL Ex. 51.04 - PY3Q3 Centurylink BAN.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.05

PY3Q3 Centurylink DS1 w 0 miles

CONFIDENTIAL Ex. 51.05 - PY3Q3 Centurylink DS1 w 0 miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.06

PY3Q3 Centurylink IPS&VZB

CONFIDENTIAL Ex. 51.06 - PY3Q3 Centurylink IPS&VZB.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.07

PY3Q3 Centurylink TBR

CONFIDENTIAL Ex. 51.07 - PY3Q3 Centurylink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.08

PY3Q3 Centurylink TLS

CONFIDENTIAL Ex. 51.08 - PY3Q3 Centurylink TLS.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.09

PY3Q3 Centurylink Track Report

CONFIDENTIAL Ex. 51.09 - PY3Q3 Centurylink TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.10

PY3Q3 CLink Forborne Rev

CONFIDENTIAL Ex. 51.10 - PY3Q3 CLink Forborne Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 51.11

PY3Q3 DS3 CLS_CLF Billed Units

CONFIDENTIAL Ex. 51.11 - PY3Q3 DS3 CLS_CLF Billed Units.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC136216 CenturyLink - Verizon South Claim; BAN: 412M520008196*, dated Apr. 21, 2017

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 52.01a - CCQWC136216 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 52.01b - CCQWC136216 Claim Form.xls
- CONFIDENTIAL Ex. 52.01c - CLINKFAC0797B Verizon FRP Credit Calculation (Dec'16-Feb'17) 04-12-17.pdf
- CONFIDENTIAL Ex. 52.01d - CLINKFAC0797B Verizon FRP Credit Calculation (Dec'16-Feb'17) 04-12-17.xlsx
- CONFIDENTIAL Ex. 52.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.02

Email from Bradley Rhotenberry (Verizon) to
Anne Grimm (CenturyLink), *RE: CenturyLink
(Qwest) Custom Solution - PY3Q4 (Revised)*,
dated May 25, 2017

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.03

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *CenturyLink (Qwest) Custom Solution - PY3Q4*, dated Sep. 1, 2017

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 52.03a - PY3Q4 Centurylink BAN.xlsx
- CONFIDENTIAL Ex. 52.03b - PY3Q4 Centurylink TrackReport.xlsx
- CONFIDENTIAL Ex. 52.03c - PY3Q4 Supporting Docs.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.04

PY3Q4 Centurylink BAN

CONFIDENTIAL Ex. 52.04 - PY3Q4 Centurylink BAN.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.05

PY3Q4 Centurylink Track Report

CONFIDENTIAL Ex. 52.05 - PY3Q4 Centurylink TrackReport.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.06

PY3Q4 CLink DS1 with 0 miles

CONFIDENTIAL Ex. 52.06 - PY3Q4 CLink DS1 with 0 miles.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.07

PY3Q4 CLink Forborne Rev

CONFIDENTIAL Ex. 52.07 - PY3Q4 CLink Forborne Rev.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.08

PY3Q4 CLink IPS&VzB

CONFIDENTIAL Ex. 52.08 - PY3Q4 CLink IPS&VzB.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.09

PY3Q4 CLink TBR

CONFIDENTIAL Ex. 52.09 - PY3Q4 CLink TBR.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.10

PY3Q4 CLink TLS

CONFIDENTIAL Ex. 52.10 - PY3Q4 CLink TLS.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.11

PY3Q4 DS3 CLS_CLF Billed Units

CONFIDENTIAL Ex. 52.11 - PY3Q4 DS3 CLS_CLF Billed Units.xlsx

(Excel file provided in native format on DVD)

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.12

Email from Anne Grimm (CenturyLink) to Bradley
Rhotenberry (Verizon), *[E] Verizon CSP PY3
Credits*, dated Jan. 23, 2018

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.13

Email from Bradley Rhotenberry (Verizon) to Anne
Grimm (CenturyLink), *RE: Verizon CSP PY3
Credits*, dated Jan. 31, 2018

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.14

Email from Bradley Rhotenberry (Verizon) to Anne Grimm (CenturyLink), *RE: CenturyLink (Qwest) Custom Solution - PY3Q4 (Revised)*, dated Feb. 14, 2018

Email Attachments (Excel and Zip files provided in native format on DVD):

- CONFIDENTIAL Ex. 52.14a - PY3Q4 Centurylink BAN.xlsx
- CONFIDENTIAL Ex. 52.14b - PY3Q4 Centurylink TrackReport.xlsx
- CONFIDENTIAL Ex. 52.14c - PY3Q4 Supporting Docs.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 52.15

Email from Anne Grimm (CenturyLink) to
Bradley Rhotenberry (Verizon), *RE: Verizon CSP
PY3 Credits*, dated Feb. 16, 2018

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 53.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106291 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Sep. 30, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 53.01a - CCQWC106291 CLINKFAC0391 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 53.01b - CCQWC106291 Claim Form.xls
- CONFIDENTIAL Ex. 53.01c - CLINKFAC0391 Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.pdf
- CONFIDENTIAL Ex. 53.01d - CLINKFAC0391 Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.xlsx
- CONFIDENTIAL Ex. 53.01e - CLINKFAC0391 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 53.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863422*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 53.02a - ATTACHMENTS_2015.10.29.16.22.34.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 53.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863539*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 53.03a - ATTACHMENTS_2015.10.29.16.17.07.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 53.04

Email from Joseph Aguilar (Verizon) to Joseph
Romero (CenturyLink), *Claims FMS Joe Romero*,
dated Oct. 2, 2015

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 53.05

Email from Anna McDermott (Verizon) to Anne
Grimm (CenturyLink), *FMS Conversion - Impact*,
dated Apr. 23, 2014

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 54.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106292 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Sep. 30, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 54.01a - CCQWC106292 CLINKFAC0391B CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 54.01b - CCQWC106292 Claim Form.xls
- CONFIDENTIAL Ex. 54.01c - CLINKFAC0391B Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.pdf
- CONFIDENTIAL Ex. 54.01d - CLINKFAC0391B Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.xlsx
- CONFIDENTIAL Ex. 54.01e - CLINKFAC0391B VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 54.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863455*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 54.02a - ATTACHMENTS_2015.10.29.16.23.02.zip

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 54.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863543*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 54.03a - ATTACHMENTS_2015.10.29.16.37.30.zip

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 55.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115124 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 55.01a - CCQWC115124 CLINKFAC0391BTU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 55.01b - CCQWC115124 Claim Form.xls
- CONFIDENTIAL Ex. 55.01c - CLINKFAC0391BTU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.pdf
- CONFIDENTIAL Ex. 55.01d - CLINKFAC0391BTU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.xlsx
- CONFIDENTIAL Ex. 55.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 55.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897174*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 55.02a - ATTACHMENTS_2016.03.10. 17.31.56.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 55.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897176*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 55.03a - ATTACHMENTS_2016.03.10. 17.32.00.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 56.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115123 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 56.01a - CCQWC115123 CLINKFAC0391TU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 56.01b - CCQWC115123 Claim Form.xls
- CONFIDENTIAL Ex. 56.01c - CLINKFAC0391TU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.pdf
- CONFIDENTIAL Ex. 56.01d - CLINKFAC0391TU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.xlsx
- CONFIDENTIAL Ex. 56.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 56.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897186*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 56.02a - ATTACHMENTS_2016.03.10. 17.32.26.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 56.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897188*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 56.03a - ATTACHMENTS_2016.03.10. 17.32.30.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 57.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106348 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Sep. 30, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 57.01a - CCQWC106348 CLINKFAC0396 CLAIM CENTER GRID (4).xls
- CONFIDENTIAL Ex. 57.01b - CCQWC106348 Claim Form.xls
- CONFIDENTIAL Ex. 57.01c - CLINKFAC0396 Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.pdf
- CONFIDENTIAL Ex. 57.01d - CLINKFAC0396 Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.xlsx
- CONFIDENTIAL Ex. 57.01e - CLINKFAC0396 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 57.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863549*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 57.02a - ATTACHMENTS_2015.10.29.16.37.37.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 57.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863553*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 57.03a - ATTACHMENTS_2015.10.29.16.26.57.zip

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 58.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC106294 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Sep. 30, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 58.01a - CCQWC106294 CLINKFAC0396B CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 58.01b - CCQWC106294 Claim Form.xls
- CONFIDENTIAL Ex. 58.01c - CLINKFAC0396B Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.pdf
- CONFIDENTIAL Ex. 58.01d - CLINKFAC0396B Verizon Invalid FMS Conversion - Spare T3 09-17-15 V2.xlsx
- CONFIDENTIAL Ex. 58.01e - CLINKFAC0396B VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 58.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40863547*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 58.02a - ATTACHMENTS_2015.10.29.16.24.32.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 59.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115122 CenturyLink - Verizon North Claim; BAN: 212M110139500*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 59.01a - CCQWC115122 CLINKFAC0396BTU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 59.01b - CCQWC115122 Claim Form.xls
- CONFIDENTIAL Ex. 59.01c - CLINKFAC0396BTU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.pdf
- CONFIDENTIAL Ex. 59.01d - CLINKFAC0396BTU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.xlsx
- CONFIDENTIAL Ex. 59.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 59.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897180*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 59.02a - ATTACHMENTS_2016.03.10. 17.32.10.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 59.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897178*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 59.03a - ATTACHMENTS_2016.03.10. 17.32.05.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 60.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115121 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 60.01a - CCQWC115121 CLINKFAC0396TU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 60.01b - CCQWC115121 Claim Form.xls
- CONFIDENTIAL Ex. 60.01c - CLINKFAC0396TU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.pdf
- CONFIDENTIAL Ex. 60.01d - CLINKFAC0396TU1 Verizon Invalid FMS Conversion - Spare T3 01-11-16.xlsx
- CONFIDENTIAL Ex. 60.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 61.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107903 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 61.01a - CCQWC107903 CLINKFAC0416 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 61.01b - CCQWC107903 Claim Form.xls
- CONFIDENTIAL Ex. 61.01c - CLINKFAC0416 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 61.01d - CLINKFAC0416 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 61.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40869118*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 61.02a - ATTACHMENTS_2015.10.29.16.36.12.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 61.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40869119*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 61.03a - ATTACHMENTS_2015.10.29.16.36.25.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 62.01

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40868956*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 62.01a - ATTACHMENTS_2015.10.29.20.13.35.zip

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 62.02

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107904 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 62.02a - CCQWC107904 CLINKFAC0416B CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 62.02b - CCQWC107904 Claim Form.xls
- CONFIDENTIAL Ex. 62.02c - CLINKFAC0416B Duplicate Claims.xlsx
- CONFIDENTIAL Ex. 62.02d - CLINKFAC0416B Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 62.02e - CLINKFAC0416B Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.xlsx
- CONFIDENTIAL Ex. 62.02f - CLINKFAC0416B VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 62.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40868956*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 62.03a - ATTACHMENTS_2015.10.29.20.13.35.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 63.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115120 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 63.01a - CCQWC115120 CLINKFAC0416BTU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 63.01b - CCQWC115120 Claim Form.xls
- CONFIDENTIAL Ex. 63.01c - CLINKFAC0416BTU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 63.01d - CLINKFAC0416BTU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 63.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 63.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897160*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 63.02a - ATTACHMENTS_2016.03.10. 17.31.25.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 63.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897162*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 63.03a - ATTACHMENTS_2016.03.10. 17.31.30.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 64.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115119 CenturyLink - Verizon South Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 64.01a - CCQWC115119 CLINKFAC0416TU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 64.01b - CCQWC115119 Claim Form.xls
- CONFIDENTIAL Ex. 64.01c - CLINKFAC0416TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 64.01d - CLINKFAC0416TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 64.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL
MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 64.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897182*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 64.02a - ATTACHMENTS_2016.03.10. 17.32.16.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 64.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897184*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 64.03a - ATTACHMENTS_2016.03.10. 17.32.20.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 65.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC107905 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 65.01a - CCQWC107905 CLINKFAC0417 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 65.01b - CCQWC107905 Claim Form.xls
- CONFIDENTIAL Ex. 65.01c - CLINKFAC0417 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 65.01d - CLINKFAC0417 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 65.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40869121*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 65.02a - ATTACHMENTS_2015.10.29.16.36.35.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115118 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 66.01a - CCQWC115118 CLINKFAC0417TU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 66.01b - CCQWC115118 Claim Form.xls
- CONFIDENTIAL Ex. 66.01c - CLINKFAC0417TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 66.01d - CLINKFAC0417TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 66.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897168*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 66.02a - ATTACHMENTS_2016.03.10. 17.31.43.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897170*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 66.03a - ATTACHMENTS_2016.03.10. 17.31.48.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 67.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC107906*
CenturyLink - Verizon West Claim; BAN:
202M910005001, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 67.01a - CCQWC107906 CLINKFAC0418 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 67.01b - CCQWC107906 Claim Form.xls
- CONFIDENTIAL Ex. 67.01c - CLINKFAC0418 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 67.01d - CLINKFAC0418 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.xlsx
- CONFIDENTIAL Ex. 67.01e - CLINKFAC0418 VZ Status Spreadsheet.xlsx

CONFIDENTIAL

MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 67.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40868952*, dated Oct. 30, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 67.02a - ATTACHMENTS_2015.10.29.20.13.41.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115117 CenturyLink - Verizon West Claim; BAN: 202M910005001*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 68.01a - CCQWC115117 clinkfac0418tu1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 68.01b - CCQWC115117 Claim Form.xls
- CONFIDENTIAL Ex. 68.01c - CLINKFAC0418TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 68.01d - CLINKFAC0418TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 68.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897152*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 68.02a - ATTACHMENTS_2016.03.10. 17.31.04.zip

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897154*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

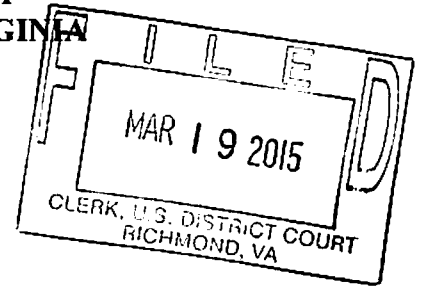
- CONFIDENTIAL Ex. 68.03a - ATTACHMENTS_2016.03.10. 17.31.14.zip

CONFIDENTIAL MATERIAL OMITTED

EXHIBIT 69

*Complaint, Verizon Virginia LLC et al. v. XO
Communications, Case No. 3:15-cv-00171-REP
(E.D. Va, March 19, 2015)*

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**



VERIZON VIRGINIA LLC, VERIZON
DELAWARE LLC, VERIZON MARYLAND
LLC, VERIZON NEW ENGLAND INC.,
VERIZON NEW JERSEY INC., VERIZON
NEW YORK INC., VERIZON NORTH LLC,
VERIZON PENNSYLVANIA LLC,
VERIZON SOUTH INC., VERIZON
WASHINGTON, D.C. INC., VERIZON
SERVICES CORP., GTE SOUTHWEST
INCORPORATED, D/B/A VERIZON
SOUTHWEST, VERIZON CALIFORNIA,
INC., and VERIZON FLORIDA LLC,

Plaintiffs,

v.

XO COMMUNICATIONS, LLC and XO
VIRGINIA, LLC,

Defendants.

Civil Action No. 3:15cv00171

COMPLAINT

Plaintiffs Verizon Virginia LLC, Verizon Delaware LLC, Verizon Maryland LLC, Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon North LLC, Verizon Pennsylvania LLC, Verizon South Inc., Verizon Washington, D.C. Inc., Verizon Services Corp., GTE Southwest Incorporated, Verizon California, Inc., and Verizon Florida LLC (collectively, "Verizon") allege as follows:

1. This dispute arises out of the repeated failure by defendants XO Communications, LLC and XO Virginia, LLC (collectively, "XO") to pay charges owed to Verizon under

Verizon's federal and state tariffs, the parties' federally mandated contracts (known as interconnection agreements) and other contracts for communications services.

2. Verizon and XO have a longstanding business relationship in which Verizon provides a variety of services to XO in numerous jurisdictions across the country.

3. Despite the longstanding business relationship, XO has exhibited a consistent pattern of refusing to pay valid Verizon charges for services provided to XO. In total, XO has failed to pay more than \$28 million that Verizon seeks to recover through this Complaint. Verizon also seeks to recover the late payment charges due under its tariffs and agreements in an amount to be determined.

4. Verizon has repeatedly attempted to resolve this dispute short of litigation. The parties have worked to identify their disputes in a series of meetings and through written communication. Yet these attempts have not been successful, and the number and size of the billing disputes have grown over time without resolution. Because the parties have now reached an impasse, Verizon seeks relief from this Court.

PARTIES

5. The Verizon plaintiffs are local exchange carriers (or "LECs") that provide telecommunications services to retail and wholesale customers in Virginia and other parts of the country. The Verizon LECs are wholly owned by Verizon Communications Inc., which is a corporation organized under the laws of Delaware with its principal place of business in New York, NY.

6. Verizon Virginia LLC, f/k/a Bell Atlantic – Virginia, Inc. ("Verizon Virginia"), is a Virginia limited liability company with its principal place of business in Virginia.

7. Verizon Delaware LLC, f/k/a Bell Atlantic – Delaware, Inc. (“Verizon Delaware”), is a Delaware limited liability company with its principal place of business in Delaware.

8. Verizon Maryland LLC, f/k/a Bell Atlantic – Maryland, Inc. (“Verizon Maryland”), is a Maryland limited liability company with its principal place of business in Maryland.

9. Verizon New England Inc., f/k/a New England Telephone and Telegraph Company, d/b/a Verizon Massachusetts and Verizon Rhode Island (“Verizon New England”), is a New York corporation with its principal place of business in Massachusetts.

10. Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. (“Verizon New Jersey”), is a New Jersey corporation with its principal place of business in New Jersey.

11. Verizon New York Inc., f/k/a New York Telephone Company (“Verizon New York”), is a New York corporation with its principal place of business in New York.

12. Verizon North LLC, f/k/a GTE North Inc. (“Verizon North”), is a Delaware limited liability company with its principal place of business in Pennsylvania.

13. Verizon Pennsylvania LLC, f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon Pennsylvania”), is a Delaware limited liability company with its principal place of business in Pennsylvania.

14. Verizon South Inc., f/k/a GTE South Incorporated (“Verizon South”), is a Virginia corporation with its principal place of business in Virginia.

15. Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. (“Verizon Washington, DC”), is a New York corporation with its principal place of business in Washington, D.C.

16. Verizon Services Corp. is a Delaware corporation with its principal place of business in Virginia.

17. GTE Southwest Incorporated, d/b/a Verizon Southwest (“GTE Southwest”), is a Delaware corporation with its principal place of business in Texas.¹

18. Verizon California, Inc., f/k/a GTE California, Inc. (“Verizon California”), is a California corporation with its principal place of business in California.

19. Verizon Florida LLC, f/k/a GTE Florida, Inc. (“Verizon Florida”), is a Florida limited liability company with its principal place of business in Florida.

20. Defendant XO Communications, LLC, f/k/a XO Communications Services, Inc., f/k/a NEXTLINK Communications, Inc., is a limited liability company that offers telecommunications services in various locations throughout the United States; its principal place of business is in Herndon, VA.²

21. XO Communications, LLC is wholly owned by XO Holdings, Inc., which is a corporation organized under the laws of Delaware with its principal place of business in Herndon, VA.

22. Defendant XO Virginia, LLC (together with XO Communications, LLC, “XO”), is wholly owned by XO Holdings, Inc.

¹ On February 5, 2015, Verizon Communications announced the sale of its existing telecommunications operations in California, Florida, and Texas to Frontier Communications. The sale is expected to close in 2016.

² On May 12, 2005, XO reorganized its corporate structure such that all of its former corporations would do business as XO Communications Services, Inc. This included the following entities: XO California Inc., XO D.C. Inc., XO Florida Inc., XO Long Distance Services Inc., XO Maryland Inc., XO Massachusetts Inc., XO New Jersey Inc., XO New York Inc., XO Pennsylvania Inc., and XO Texas Inc.

JURISDICTION AND VENUE

23. This Court has subject-matter jurisdiction over Verizon's claims against XO pursuant to 28 U.S.C. § 1331, because Verizon seeks to enforce the provisions of, and recover amounts due under, federal tariffs filed with the Federal Communications Commission ("FCC") under section 203 of the Communications Act of 1934, 47 U.S.C. § 203, as well as for other interstate communications services provided pursuant to Title I of the Communications Act of 1934.

24. This Court also has subject-matter jurisdiction over Verizon's claims against XO pursuant to 28 U.S.C. § 1331, because Verizon seeks to enforce the provisions of its interconnection agreements with XO. This Court has supplemental jurisdiction over Verizon's related state-law claims against XO pursuant to 28 U.S.C. § 1367.

25. This Court has personal jurisdiction over XO pursuant to Federal Rule of Civil Procedure 4(k)(1)(A) and VA Code § 8.01-328.1(A)(1), (4) because Verizon's claims arise out of XO's transaction of business within Virginia, because XO regularly does business within Virginia, and because XO derives substantial revenue from services rendered within Virginia.

26. Venue is proper in this District under 28 U.S.C. § 1391. A substantial part of the events or omissions giving rise to the claims occurred in this district for purposes of 28 U.S.C. § 1391(b)(2). Verizon is seeking payment for charges owed by XO through its use of interstate and intrastate access services; XO's nonpayment of services offered in many jurisdictions includes the Eastern District of Virginia and the division of Richmond. Furthermore, as noted above, XO is subject to personal jurisdiction in this District and therefore resides here for purposes of the federal venue statute.

THE OPERATIVE FEDERAL TARIFFS

27. Verizon is required, pursuant to federal law, to file tariffs with the FCC that set forth its rates and conditions for certain interstate telecommunications services that it offers. When customers, such as the defendants, purchase services offered in these tariffs, they are required by federal law to pay the tariffed rates and abide by the terms and conditions of the tariffs.

28. Verizon's FCC Tariff No. 1 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon Delaware, Verizon Maryland, Verizon New Jersey, Verizon Pennsylvania, Verizon Virginia, and Verizon Washington, DC.

29. Verizon's FCC Tariff No. 11 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon New England and Verizon New York.

30. Verizon's FCC Tariff No. 14 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon California, Verizon Florida, Verizon North, Verizon South, and GTE Southwest.

31. Verizon's FCC Tariff No. 16 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon California, Verizon North, Verizon South, and GTE Southwest.

32. Verizon also provides certain interstate communications services pursuant to Title I of the Communications Act, as a result of the grant by operation of law in 2006 of a petition Verizon filed with the FCC seeking forbearance from regulation of these interstate services under Title II of the Communications Act.

33. Each of the Verizon plaintiffs also provides intrastate services pursuant to the rates, terms, and conditions set forth in tariffs filed with the public utilities commission for each jurisdiction in which it operates.

THE OPERATIVE INTERCONNECTION AGREEMENTS

34. Pursuant to the Telecommunications Act of 1996 (“1996 Act”), plaintiffs are required to enter into federal law contracts known as “Interconnection Agreements” that define the terms on which plaintiffs’ networks interconnect with those of other local telephone companies, such as XO, and that set forth the rates, terms, and conditions on which the parties to the contract will provide services to each other. *See* 47 U.S.C. §§ 251-252.

35. Verizon Virginia: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic - Virginia, Inc. entered into an interconnection agreement with NEXTLINK Virginia, LLC (“Virginia Agreement”). *See* 47 U.S.C. §§ 251, 252.

36. Verizon Delaware: On September 25, 1998, and pursuant to the 1996 Act, Bell Atlantic – Delaware, Inc. entered into an interconnection agreement with NEXTLINK Delaware, Inc. (“Delaware Agreement”). On February 2, 2004, XO Delaware, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Delaware Agreement otherwise remained in effect.

37. Verizon Maryland: On August 23, 2004, and pursuant to the 1996 Act, Verizon Maryland Inc. entered into an interconnection agreement with XO Maryland, Inc. (“Maryland Agreement”).

38. Verizon New England: On June 22, 2000, and pursuant to the 1996 Act, Verizon New England Telephone & Telegraph Company, d/b/a Bell Atlantic - Massachusetts entered into an interconnection agreement with NEXTLINK Massachusetts, Inc. (“Massachusetts

Agreement”). On August 13, 2003, and pursuant to the 1996 Act, New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company entered into an interconnection agreement with XO Long Distance Services, Inc. (“Rhode Island Agreement”).

39. Verizon New Jersey: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic – New Jersey, Inc. entered into an interconnection agreement with NEXTLINK New Jersey, Inc. (“New Jersey Agreement”).

40. Verizon New York: On July 24, 2003, and pursuant to the 1996 Act, Verizon New York Inc. entered into an interconnection agreement with XO New York, Inc. (“New York Agreement”).

41. Verizon North: On October 28, 1997, and pursuant to the 1996 Act, GTE North Incorporated entered into an interconnection agreement with NEXTLINK Pennsylvania L.P. (“North Agreement”).

42. Verizon Pennsylvania: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic – Pennsylvania, Inc. entered into an interconnection agreement with NEXTLINK Pennsylvania, Inc. (“Pennsylvania Agreement”).

43. Verizon South: On February 18, 1999, and pursuant to the 1996 Act, GTE South Incorporated entered into an interconnection agreement with NEXTLINK Virginia, LLC. (“South Agreement”).

44. Verizon Washington, DC: On June 20, 2000, and pursuant to the 1996 Act, Bell Atlantic – Washington, D.C., Inc. entered into an interconnection agreement with NEXTLINK D.C., Inc. (“Washington, D.C. Agreement”).

45. GTE Southwest: On November 30, 1998, and pursuant to the 1996 Act, GTE Southwest Incorporated entered into an interconnection agreement with NEXTLINK Texas, Inc.

(“Southwest Agreement”). On February 2, 2004, XO Texas, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Southwest Agreement otherwise remained in effect.

46. Verizon California: On January 17, 2001, and pursuant to the 1996 Act, Verizon California Inc. entered into an interconnection agreement with XO California, Inc. (“California Agreement”).

47. Verizon Florida: On June 21, 1999, and pursuant to the 1996 Act, GTE Florida, Inc. entered into an interconnection agreement with NEXTLINK Florida, Inc. (“Florida Agreement”). On February 2, 2004, XO Florida, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Florida Agreement otherwise remained in effect.

48. As amended over time, the contracts referenced in the preceding paragraphs are the operative interconnection agreements (“Interconnection Agreements”) between the XO and Verizon parties in each respective state/territory.

49. Verizon and XO have also entered into a series of agreements that bear upon the terms and rates of the above Interconnection Agreements, as relevant here. These Agreements include: (1) a Settlement Agreement and Release from September 30, 2007 by and between XO Communications Services, Inc. and Verizon Services Corp. (“2007 Agreement”); (2) a Settlement Agreement and Release from December 22, 2008 by and between XO Communications Services, Inc. and Verizon Services Corp. (“2008 Agreement”); and (3) a Service Agreement from November 30, 2009 by and between XO Communications Services, Inc. and Verizon Services Corp. (“Custom Solutions Agreement”).

**XO'S FAILURE TO PAY FEDERAL AND STATE TARIFFED CHARGES AND
CHARGES FOR OTHER INTERSTATE SERVICES**

50. XO has failed to satisfy its duty to make payment pursuant to Verizon's federal FCC Tariff Nos. 1, 11, 14, and 16, and, where applicable, Verizon's relevant state tariffs, for services purchased from those tariffs and that Verizon provided pursuant to the terms of those tariffs. XO has also failed to satisfy its duties to make payment pursuant to the privately negotiated contracts between XO and Verizon for interstate communications services that Verizon offers pursuant to Title I of the Communications Act. XO has therefore violated its obligation to pay the tariffed rates for the services it purchased.

INTERSTATE CHARGES

Commitment Discount Plan

51. Verizon's FCC Tariffs No. 1 and 11 offer a Commitment Discount Plan ("CDP"), which sets forth the terms on which a customer can obtain significant discounts (*e.g.*, 35 percent) off of the standard, tariffed monthly rates for certain interstate telecommunications services. *See* Verizon Telephone Companies Tariff FCC No. 1, § 25.1 ("FCC 1"); Verizon Telephone Companies Tariff FCC No. 11, § 25.1 ("FCC 11").

52. As relevant here, the customer must agree to maintain a minimum volume of purchased channel terminations over the duration of the CDP, for each of the service types included in the CDP. *See* FCC 1 § 25.1.3(A); FCC 11 § 25.1.3(A). The minimum volume commitment is a percentage of the number of "in-service" channel terminations that the Verizon LEC plaintiffs "provide[] to the CDP Customer . . . under this tariff" at the time of subscription to the CDP. FCC 1 § 25.1.3(A)(1); FCC 11 § 25.1.3(A)(1).

53. If the customer does not maintain that minimum volume for one or more of the service types included in the CDP, averaged over a specified six-month period, the tariff requires

the customer to pay a shortfall adjustment. *See* FCC 1 § 25.1.7(A)(2), (B); FCC 11 § 25.1.7(A)(2), (B). The shortfall adjustment is calculated as the difference between the minimum channel termination commitment for a service type and the average number of in-service channel terminations for that service type during the six-month period, multiplied by the average rate for that service type charged during the six-month period. *See* FCC 1 § 25.1.7(B); FCC 11 § 25.1.7(B).

54. Effective December 1, 2004, XO subscribed to the CDP plans within Verizon's FCC Tariffs 1 and 11 — known as “CDP South” and “CDP North,” respectively — under which it agreed to purchase specified volumes of telecommunications channel terminations from Verizon in exchange for substantial discounts off of Verizon's standard, tariffed rates.

55. The CDP South included minimum volume commitments for four different service types: voice grade service (“VG”),³ digital data service (“DDS”),⁴ DS1 high-capacity services (“DS1”),⁵ and DS3 high-capacity services (“DS3”).⁶ For the VG, DDS, and DS3 services, XO selected a 5-year term; for the DS1 services, XO selected a 7-year term.

56. The CDP North included minimum volume commitments for two different service types: combined DS1 high-capacity services, and combined DS3 high-capacity services. For the DS1 and DS3 services, XO selected a 7-year term.

³ A single voice grade circuit, also known as a DS0, can transport one telephone call. “DS” stands for “digital signal” and describes the capacity of a communications circuit.

⁴ A digital data circuit provides a channel for the digital transmission of data at rates of up to 64 kilobits per second.

⁵ A DS1 has a capacity of more than 1.5 megabits per second, which means that it can transport the equivalent of 24 simultaneous telephone calls.

⁶ A DS3 has a capacity of more than 44 megabits per second, which means that it can transport the equivalent of 672 simultaneous telephone calls. A DS3 has the capacity of 28 DS1s.

57. In 2009, the Commitment Discount Plans automatically renewed through September 30, 2014.⁷ The CDPs were automatically renewed again following the September 30, 2014 expiration.

58. XO's CDP South initially included six jurisdictions in which Verizon provided service: Delaware, the District of Columbia, Maryland, New Jersey, Pennsylvania, and Virginia. XO's CDP North initially included six jurisdictions in which Verizon provided service: Massachusetts, New York, Rhode Island, New Hampshire, Maine, and Vermont. After Verizon sold its operations in certain states, including Maine, New Hampshire, and Vermont, to another telecommunications company in April 2008, XO's volume commitments under the CDP North were reduced, in accordance with the terms of the tariff. *See* FCC 11 § 25.1.3(D).

59. XO did not meet its volume commitment for the DS3 services covered under the CDP South in the second half of 2012 (July through December). In both the first and second half of 2013, XO did not meet its volume commitments for both VG and DS3 services under the CDP South. From January through September 2014, XO did not meet its volume commitments for VG and DS3 services under the CDP South.

60. XO did not meet its volume commitment for the DS3 services covered under the CDP North in the second half of 2012 (July through December). From January through September 2014, XO did not meet its volume commitments for DS3 services under the CDP North.

61. Using the formula set out in its federal tariffs, Verizon calculated XO's shortfall adjustment for the July through December 2012 period for CDP South and CDP North. Verizon

⁷ On November 23, 2009, the parties reached an overarching agreement known as a Custom Solutions Agreement; in relevant part, the agreement extended the existing CDP commitments to be coterminous with Plan Year 5 of the agreement ending on September 30, 2014.

billed XO on invoices sent on October 23, 2013 and November 4, 2013, respectively. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO has refused to pay Verizon those shortfall adjustments.

62. Verizon calculated XO's shortfall adjustment for the January through June 2013 period for CDP South and billed XO on invoices sent on November 23, 2013. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon that shortfall adjustment.

63. Verizon calculated XO's shortfall adjustment for the July through December 2013 period for CDP South and billed XO on invoices sent on April 23, 2014. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon that shortfall adjustment.

64. Verizon calculated XO's shortfall adjustment for the January through June 2014 period for CDP South and CDP North. Verizon billed XO on invoices sent on September 4, 2014, and September 23, 2014, respectively; Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon those shortfall adjustments.

65. Verizon calculated XO's shortfall adjustment for the July through September 2014 period for CDP South and CDP North. Verizon billed XO on invoices sent on November 23, 2014; Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon those shortfall adjustments.

66. In total, XO has refused to pay the millions of dollars that it owes to Verizon in shortfall adjustments under the terms of the CDP South and CDP North, and the CDP provisions of Verizon's FCC 1 and FCC 11 tariffs.

Price Band Rates

67. Verizon's FCC tariffs Nos. 1, 11, and 14 contain provisions governing the rates and charges applicable to Verizon's transport of traffic from an interexchange carrier (*i.e.*, a long-distance carrier) to an end user. These provisions set forth the rates applicable to the transport and termination of traffic when that traffic is routed through multiple wire centers located within areas in Verizon's operating territories that are in different price bands. *See* FCC 1 § 14.1; FCC 11 § 15.3; Verizon Telephone Companies Tariff FCC No. 14 ("FCC 14"), § 19.1(B).

68. Since on or about 2009, XO has delivered long-distance telecommunications traffic to Verizon for termination to end-user customers. Since on or about 2009, Verizon has sent XO monthly invoices for access charges attributable to these calls, pursuant to the price band provisions of the federal tariffs filed with the FCC. XO refuses to pay the rates set forth in the tariffs.

69. XO owes millions of dollars in access charges arising out of its failure to pay Verizon for the properly billed price band rate. XO has failed to pay the outstanding charges due.

Special and Switched Access Rates

70. Verizon's FCC tariffs include provisions governing the rates applicable to special access services – a dedicated private line service that provides a connection between two end user customers or between an end-user customer and a carrier. Special access circuits typically consist of channel terminations on one or both ends of the circuit and a transport segment in the middle. The tariffs set forth rates for channel terminations. *See* FCC 1 § 7.1.2; FCC 11 § 7.1.2(A); FCC 14 § 5.1.1(6); Verizon Telephone Companies Tariff FCC No. 16 ("FCC 16"),

§ 7.2.1(A). The tariffs also set forth separate rates for the transport segments, which are billed on a per mile basis. *See* FCC 1 § 7.4.6; FCC 11 § 7.4.6; FCC 14 § 5.6.3; FCC 16 § 7.2.1(B).

71. Verizon has provided XO with transport pursuant to the terms of its federal tariffs and has billed mileage charges and channel termination rates pursuant to the terms of those tariffs.

72. XO owes millions of dollars in channel terminations charges and transport charges for the special access services that Verizon has provided to XO pursuant to its FCC tariffs and for which XO has refused to pay.

73. Under its FCC tariffs, Verizon also offers “switched access” service, which provides wholesale customers like XO a two-point communication path between the customer designated location and the various points of end user termination within a Verizon access area. Among the charges that Verizon assesses pursuant to its federal tariffs are charges for trunk ports, which are the “connectors” that link transport circuits to other communications facilities. *See* FCC 11 § 6.1.3(A); FCC 1 § 6.9.1.2(A); FCC 14 § 4.5.2(H); FCC 16 § 6.5.2.

74. Verizon has billed XO hundreds of thousands of dollars in port charges pursuant to its federal tariffs for transport circuits that XO has obtained from Verizon. XO has refused to pay these charges. Verizon’s federal switched access tariffs include usage-sensitive charges for switched access services that Verizon provides to customers such as XO. Those charges are billed on a per minute basis. FCC 1 § 6.8.8; FCC 11 § 6.7.6; FCC 14 § 4.5.2(I); FCC 16 § 6.5.5(A).

75. Verizon bills XO on a monthly basis for switched access usage. XO has refused to pay the usage charges that are due.

Circuit Ordering, Use, Cancellation, and Repair

76. XO has refused to pay a variety of other charges related to the circuits – or two-way communication paths – that it has obtained pursuant to Verizon’s federal tariffs. Verizon’s FCC tariffs cover the terms on which it provides these circuits, including the proper means for a customer to cancel service. *See generally* FCC 1 §§ 7.4.1, 7.4.5; FCC 11 §§ 7.4.1, 7.4.5; FCC 14 §§ 5.6.1, 5.6.4; FCC 16 § 7.11.5(C). Under the terms of the tariffs, a customer is responsible for paying the charges due on installed circuits until it follows the terms in the tariffs for canceling those circuits.

77. Verizon’s tariffs also provide that a customer can cancel an order for the installation of access service before installation is complete, but the customer will owe cancellation charges based on the extent of work Verizon has completed before the order was canceled. FCC 1 § 5.2.3(B)(4); FCC 11 § 5.2.3(B). Since March 2010, XO ordered over six hundred circuits that it canceled before Verizon completed provisioning the orders. XO has refused to pay over one million dollars in cancellation charges that it owes under the FCC tariffs for these circuits.

78. XO also owes Verizon several hundred thousand dollars under the FCC tariffs for circuits that it ordered, that Verizon provisioned, and that XO claims to have canceled but that, in fact, remain in service because XO has not canceled those circuits pursuant to the terms of the tariffs.

79. Verizon allows customers ordering special access services to request an expedited service date; customers that do so must pay a special handling charge set out in the FCC tariffs. FCC 1 § 5.2.2(D); FCC 11 § 5.2.2(D).

80. XO ordered expedited service on a number of facilities. XO owes special handling charges pursuant to those tariffs that it has refused to pay where XO sought expedited service and Verizon met XO's expedited request date.

81. Verizon also assesses charges for the installation of facilities and for moving previously installed facilities, pursuant to the terms of its federal tariffs. *See* FCC 1 § 7.4.5; FCC 11 § 7.4.5; FCC 14 § 5.6.4.

82. Verizon has billed XO hundreds of thousands of dollars pursuant to those tariffs for moving facilities at XO's request. Those facilities moves required a physical change within XO's customer terminal location. XO has refused to pay these tariffed charges.

83. In addition, when a customer reports a "trouble" to Verizon that requires Verizon to dispatch maintenance personnel, the customer is responsible for paying a maintenance charge if no trouble is found on the service.

84. XO reported numerous "troubles" on services that it received under Verizon's federal tariffs where no trouble was found on the service when Verizon dispatched an employee to investigate the trouble report. Under the terms of the tariffs, XO owes more than one million dollars that it has refused to pay.

Facility Early Term Liability/Minimum Term Liability

85. Under Verizon's FCC tariffs, a customer can obtain significant discounts by committing to use facilities for a minimum term. However, the tariffs also provide for early termination liability when a customer makes such a commitment, obtains those discounts, but then fails to use the facilities for a period of time consistent with the term commitment. *See* FCC 1 § 25.1.10.

86. XO committed to use Verizon's facilities for minimum terms under Verizon's federal tariffs, but then failed to abide by those commitments and incurred early termination liabilities of tens of thousands of dollars, which it has refused to pay.

Custom Solutions Agreement

87. Verizon and XO negotiated a Custom Solutions Agreement in 2009 that governed a variety of services between the parties. Among other things, Verizon contracted to provide an Interoffice Facility/Total Billed Revenue ("IOF/TBR") Credit each year that XO met the minimum monthly recurring revenue ("MRC") for use of certain services.

88. XO failed to meet the minimum qualifying revenues for use of the identified services from October 2010 through September 2011. Therefore, XO did not qualify for the IOF/TBR credit. XO nevertheless claimed to have qualified for the credit and has refused to pay hundreds of thousands of dollars in outstanding charges that it owes to Verizon.

89. In addition, under the Custom Solutions Agreement, Verizon provided XO with a "conversion credit" in exchange for XO's agreement that it would not purchase under the parties' interconnection agreements "any DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs during the first five (5) Plan Years of the Service Period," but instead would purchase services at those capacity levels subject to the rates negotiated under the Custom Solutions Agreement.

90. XO purchased DS1 and DS3 services from October 2008 through December 2014; effective November 2009, it purchased these services pursuant to the Custom Solutions Agreement. XO nevertheless claimed that it purchased these services under the parties' interconnection agreements and has refused to pay Verizon nearly two million dollars for its use of these DS0 and DS1 circuits.

Interstate Services Provided under Contract

91. In addition to the telecommunications services that Verizon provides customers pursuant to its federal tariffs, Verizon also provides certain interstate communication services to customers pursuant to Title I. *See supra* ¶ 32. Verizon has negotiated a master service agreement with XO covering these services.

92. Verizon has provided services to XO pursuant to the contracts and has billed XO hundreds of thousands of dollars under the contracts that XO owes but has refused to pay.

INTRASTATE CHARGES

Transport Mileage Charges – New York

93. Under the interconnection agreement between Verizon New York and the entity then called XO New York, many of the services that Verizon agreed to provide were those set forth in Verizon's New York state tariff. *See* PSC NY No. 8 tariff. One such service was dedicated transit service, a high-capacity, digital transmission path used to carry another local exchange carrier's local and associated exchange access services. Verizon and XO's contract explicitly instructed that the eligible rates would be governed by Verizon's New York tariff. New York Agreement, Exh. A, § I.A.I.

94. PSC NY No. 8 sets forth two components for billing for dedicated transport: a fixed mileage rate and a transport mile rate element. The fixed rate is a constant charge for the provision of dedicated transport irrespective of the length of the transport circuit, but the transport mile rate element is calculated based on the airline distance between the end office or access tandem and the serving wire center of the XO's premises or interconnection location.

95. Verizon provided dedicated transport to XO pursuant to the terms of its New York tariff from April 2010 through March 2014. XO has not paid Verizon for the fixed mileage

charges due under that tariff. XO owes Verizon hundreds of thousands of dollars in fixed mileage charges for the services Verizon provided pursuant to that tariff.

Transport Trunks – California, Texas, and Florida

96. Verizon has provided XO with special access transport trunks in California, Texas, and Florida, pursuant to Verizon's state tariffs. GTE California Inc. Tariff P.U.C. No. C-1, § II(A); Verizon Florida LLC Tariff, § 6.2; Contel of Texas, Inc. Tariff, § 4.1.

97. XO's Access Service Requests to Verizon for these trunks were clearly populated with request types indicating that XO ordered special access facilities.

98. Verizon provisioned these trunks as special access and billed XO at the applicable tariffed rate. XO has refused to pay more than one million dollars in special access charges that it owes under these three state tariffs.

Taxes and Surcharges – Multiple States

99. Verizon assesses various state taxes and surcharges for services that it provides pursuant to its state tariffs. *See, e.g.,* Verizon New York Inc. Tariff PSC NY 9, § 6.3.6.

100. Verizon billed XO tens of thousands of dollars in taxes and surcharges under the terms of its various state tariffs in connection with services that it provided to XO pursuant to those tariffs. XO has refused to pay those amounts.

XO'S REPEATED BREACHES OF THE INTERCONNECTION AGREEMENTS

101. XO has repeatedly failed to pay Verizon for services that Verizon has provided pursuant to each of the Interconnection Agreements, in breach of those contracts.

Charges for Transporting Traffic to the Point of Interconnection

102. Under the California interconnection agreement between Verizon and XO, XO is responsible for the costs of the transport facilities used to route traffic from its facilities to its chosen point of interconnection on Verizon's network. *See* California Agreement, § 4.2.

103. In the 2007 Settlement Agreement, Verizon and XO clarified their understanding of XO's responsibilities under the California Agreement. 2007 Agreement, § 2(d)(iv) ("The Parties acknowledge and agree that the Effective ICA in the state of California (as amended, including pursuant to the settlement agreement between the Parties as of October 21, 2004) provides that each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection.").

104. Because Verizon and XO share the use of the facilities for traffic exchanged between their respective points of interconnection, XO owes Verizon for the proportion of the facilities used to deliver traffic from XO to Verizon's point of interconnection. Verizon has billed XO nearly two million dollars for its use of those facilities since October 2007. XO refuses to pay the amounts owed.

Percent Proportional Usage Factor

105. Verizon's Interconnection Agreements with XO provide for use of two-way traffic exchange trunks by which Verizon can calculate the ratio of traffic that each party (Verizon and XO) sends over the trunks. *See, e.g.*, Delaware Agreement, § 5.7 ("Reciprocal Compensation Arrangements"). Verizon bills XO according to the percent proportional usage ("PPU") factor. *Id.* § 5.6.3.

106. Verizon and XO have previously disputed the PPU factor for local/intraLATA interconnection transport facilities in several states; in 2007, the parties explicitly negotiated prospective PPU factors for eight different states: Virginia, Delaware, Massachusetts, Maryland,

New Jersey, New York, Pennsylvania, and Washington, D.C. 2007 Agreement, Exhibit X.

Those PPU factors are not used in billing one-way and access trunks.

107. Applying the agreed-upon PPU factors to the two-way traffic exchange trunks, XO owes Verizon hundreds of thousands of dollars that it has refused to pay. XO also owes Verizon for traffic routed over one-way and access trunks that it also refuses to pay.

VOIP Credits

108. In 2008, Verizon and XO amended their Interconnection Agreements in eleven jurisdictions to govern the exchange of Voice-over-Internet-Protocol (“VOIP”) traffic between the parties. The amendments allowed for identification and payment by the Originating Party for the transport and termination of the VOIP traffic. *See, e.g.*, Amendment No. 9 to Washington, D.C. Agreement, § 2 (Oct. 9, 2008).

109. The amendments also provided that the parties would work together to establish billing and payment procedures. *Id.* § 6. Verizon and XO agreed to resolve billing disputes for VOIP-related claims on a quarterly basis; credits not claimed within the quarterly resolution period were waived, as recognized by XO.

110. In February 2012, XO demanded VOIP credits from the fourth quarter of 2008 through 2011, contrary to the VOIP resolution process the parties negotiated and the aged nature of these credit requests. When Verizon denied those credits, XO withheld the hundreds of thousands of dollars that it claims are due in credits, but which it in fact owes to Verizon under the Interconnection Agreements.

CLAIMS FOR RELIEF

Count I: Breach of Federal Tariffs (Damages Action)

111. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

112. Verizon has valid tariffs on file with the FCC that govern its provision of interstate services and that are also binding on XO, as its customer under those tariffs.

113. Verizon has provided XO with its federally tariffed services and billed XO at its federally tariffed rates, as set forth above.

114. XO has failed to pay Verizon the amounts assessed and due under Verizon's FCC tariffs.

115. XO's conduct, as described in the preceding paragraphs, is a breach of Verizon's FCC tariffs.

116. As a result of XO's conduct, Verizon has been injured and incurred damages of at least \$22,500,000.

117. XO is also responsible for any late payment charges due under the tariffs.

Count II: Breach of State Tariffs (Damages Action)

118. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

119. Verizon has valid tariffs on file in each of the states in which it operates that govern its provision of intrastate services and that are also binding on XO, as its customer under those tariffs.

120. Verizon has provided XO with its state tariffed services and billed XO at its state tariffed rates, as set forth above.

121. XO has failed to pay Verizon the amounts assessed and due under Verizon's state tariffs.

122. XO's conduct, as described in the preceding paragraphs, is a breach of Verizon's state tariffs.

123. Verizon has been harmed by XO's failure to pay approximately \$2,000,000 of the rates invoiced pursuant to Verizon's state tariffs.

124. XO is also responsible for any late payment charges due under the tariffs.

**Count III: Breach of Contracts
(Damages Action)**

125. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

126. Verizon and XO have entered into numerous contracts, including interconnection agreements, settlement agreements, and privately negotiated contracts for interstate services, among others, as alleged above.

127. Verizon has substantially performed under each of the contracts.

128. Verizon has billed XO the amounts due under each contract.

129. XO has failed to pay Verizon the amounts assessed and due under those contracts.

130. XO's conduct, as described in the previous paragraphs, is a breach of the parties' contracts.

131. As a result of XO's conduct, Verizon has been injured and incurred damages of at least \$3,500,000.

132. XO is also responsible for any late payment charges due under the Interconnection Agreements.

Count IV: Declaratory Judgment

133. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

134. Verizon continues to provide services to XO pursuant to the tariffs and contracts set forth above and to bill XO the rates due under those tariffs and contracts.

135. XO has indicated that it intends to continue to refuse to pay those charges.

136. As a result of the foregoing, a real, actual, and present controversy exists between the parties.

137. Verizon seeks a judicial determination of its rights pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, with regard to XO's refusal to pay amounts that Verizon has invoiced and continues to invoice for services provided pursuant to its tariffs and the parties' contracts. Specifically, Verizon seeks a declaration that Verizon's billings are valid and that XO is required to pay the amounts due under the tariffs and contracts.

PRAYER FOR RELIEF

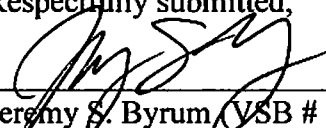
WHEREFORE, Verizon respectfully prays for relief and judgment, and requests that the Court:

- A. Enter judgment in favor of Verizon and against XO in an amount to be proved at trial plus late payment charges due under the tariffs and contracts;
- B. Enter a declaratory ruling in favor of Verizon and against XO that Verizon's billings are valid and that XO is obligated to pay the amounts due to Verizon under its tariffs and the parties' contracts; and

C. Award Verizon its costs and such other and further relief as the Court deems just and proper.

Dated: March 19, 2015

Respectfully submitted,



Jeremy S. Byrum (VSB # 70864)
McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, VA 23219-4030
(804) 775-4305
jbyrum@mcguirewoods.com

Scott H. Angstreich (*pro hac vice* to be filed)
Whitney C. Cloud (*pro hac vice* to be filed)
Kellogg, Huber, Hansen, Todd,
Evans & Figel, P.L.L.C.
1615 M Street NW, Suite 400
Washington, D.C. 20036
(202) 326-7900
sangstreich@khhte.com

Counsel for Verizon

EXHIBIT 70

Verizon Tariff F.C.C. No. 1,
Section 23.1(L), Rates and Charges

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes

(A) Monthly Rates, Per Node

(1) Switched Access

<u>Node Type</u>	<u>USOC</u>	<u>3-Year Term</u>	(D)
OC3	SS6C3	\$2,228.00	
OC12/3	SS6V3	3,837.00	
OC12	SS6D3	2,768.00	
Enhanced OC12	SSXA3	4,860.00	
OC48	SS6E3	5,717.00	
Enhanced OC48	SSXB3	10,658.00	
OC192	S8KL3	15,525.00	
Enhanced OC192	SSXC3	16,560.00	
		<u>5-Year Term</u>	(D)
OC3	SS6C5	\$1,290.00	
OC12/3	SS6V5	2,132.00	
OC12	SS6D5	2,050.00	
Enhanced OC12	SSXA5	2,700.00	
OC48	SS6E5	4,235.00	
Enhanced OC48	SSXB5	4,604.00	
OC192	S8KL5	11,500.00	
Enhanced OC192	SSXC5	9,200.00	
		<u>7-Year Term</u>	(D)
OC3	SS6C7	\$1,186.00	
OC12/3	SS6V7	1,918.00	
OC12	SS6D7	1,975.00	
Enhanced OC12	SSXA7	2,430.00	
OC48	SS6E7	4,050.00	
Enhanced OC48	SSXB7	4,143.00	
OC192	S8KL7	10,350.00	
Enhanced OC192	SSXC7	8,280.00	
			(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	SN8A3	SN8A5	SN8A7
N-MSA	\$2,228.00	\$1,290.00	\$1,186.00
Price Band 4	2,228.00	1,290.00	1,186.00
Price Band 5	2,228.00	1,290.00	1,186.00
Price Band 6	2,228.00	1,290.00	1,186.00
Enhanced OC3	SSLD3	SSLD5	SSLD7
N-MSA	2,228.00	1,290.00	1,186.00
OC12/3	SN8D3	SN8D5	SN8D7
N-MSA	3,837.00	2,132.00	1,918.00
Price Band 4	3,837.00	2,132.00	1,918.00
Price Band 5	3,837.00	2,132.00	1,918.00
Price Band 6	3,837.00	2,132.00	1,918.00
OC12	SN8B3	SN8B5	SN8B7
N-MSA	2,768.00	2,050.00	1,975.00
Price Band 4	3,943.00	2,238.00	2,015.00
Price Band 5	3,943.00	2,238.00	2,015.00
Price Band 6	3,943.00	2,238.00	2,015.00
Enhanced OC12	SSLA3	SSLA5	SSLA7
N-MSA	4,860.00	2,700.00	2,430.00
Price Band 4	4,860.00	2,700.00	2,430.00
Price Band 5	4,860.00	2,700.00	2,430.00
Price Band 6	4,860.00	2,700.00	2,430.00
OC48	SN8C3	SN8C5	SN8C7
N-MSA	5,717.00	4,235.00	4,050.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
Enhanced OC48	SSLB3	SSLB5	SSLB7
N-MSA	10,658.00	4,604.00	4,143.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
OC192	S9NL3	S9NL5	S9NL7
N-MSA	15,525.00	11,500.00	10,350.00
Price Band 4	20,700.00	11,500.00	10,350.00
Price Band 5	20,700.00	11,500.00	10,350.00
Price Band 6	20,700.00	11,500.00	10,350.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access (Cont'd)

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
Enhanced OC192	SSLC3	SSLC5	SSLC7
N-MSA	\$16,560.00	\$9,200.00	\$8,280.00
Price Band 4	16,560.00	9,200.00	8,280.00
Price Band 5	16,560.00	9,200.00	8,280.00
Price Band 6	16,560.00	9,200.00	8,280.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes (Cont'd)

(B) Nonrecurring Charges

(1) Subsequent Installation, Per Node or Port Node

	<u>USOC</u>	<u>Nonrecurring Charge</u>	
(a) Switched Access			(D)
OC3, OC12, OC48, or OC192	NRB4J	\$1,599.00	
(b) Special Access			
OC3, OC12, OC48, or OC192			
N-MSA	NRBSV	1,599.00	
Price Band 4	NRBSV	1,599.00	
Price Band 5	NRBSV	1,599.00	
Price Band 6	NRBSV	1,599.00	

(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (cont'd)

(2) Mileage, Per Mile Between Nodes

(a) Switched Access

<u>Ring Type</u>	<u>USOC</u>	<u>3-Year Term</u>	(D)
OC3	1YWAS	\$352.00	
OC12	1YWBS	400.00	
OC48	1YWCS	625.00	
OC192	1YAVS	1,215.00	
		<u>5-Year Term</u>	(D)
OC3	1YWDS	\$235.00	
OC12	1YWES	310.00	
OC48	1YWFS	450.00	
OC192	1YAWS	900.00	
		<u>7-Year Term</u>	(D)
OC3	1YWTS	\$223.00	
OC12	1YWWS	300.00	
OC48	1YW1S	400.00	
OC192	1YAYS	850.00	

(D)

(b) Special Access

<u>Ring Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	1A7AS	1A7DS	1YWSS
N-MSA	\$352.00	\$235.00	\$223.00
Price Band 4	352.00	235.00	223.00
Price Band 5	352.00	235.00	223.00
Price Band 6	352.00	235.00	223.00
OC12	1A7BS	1A7ES	1YWVS
N-MSA	400.00	310.00	300.00
Price Band 4	671.00	359.00	341.00
Price Band 5	671.00	359.00	341.00
Price Band 6	671.00	359.00	341.00
OC48	1A7CS	1A7FS	1YWZS
N-MSA	625.00	450.00	400.00
Price Band 4	1,279.00	639.00	607.00
Price Band 5	1,279.00	639.00	607.00
Price Band 6	1,279.00	639.00	607.00
OC192	1YASS	1YATS	1YAUS
N-MSA	1,215.00	900.00	850.00
Price Band 4	2,559.00	1,279.00	1,215.00
Price Band 5	2,559.00	1,279.00	1,215.00
Price Band 6	2,559.00	1,279.00	1,215.00

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports

(a) Monthly Rates, Per Port

(1) Switched Access

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	(D)
DS1 at OC3 or OC12/3 Node	S8JAX \$ 28.00	S8JA3 \$ 28.00	S8JA5 \$ 28.00	
DS1 at OC12 Node#	S8LUX 28.00	S8LU3 28.00	S8LU5 28.00	
DS1 at OC48 Node#	S8LVX 28.00	S8LV3 28.00	S8LV5 28.00	
DS1 at OC192 Node#	S8LWX 115.00	S8LW3 115.00	S8LW5 115.00	
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	
DS3 Transmux at OC3#	S8L2X 400.00	S8L23 400.00	S8L25 400.00	
DS3 Transmux at OC12#	S8LYX 400.00	S8LY3 400.00	S8LY5 400.00	
DS3 Transmux at OC48#	S8LZX 400.00	S8LZ3 400.00	S8LZ5 400.00	
DS3 Transmux at OC192#	S8L1X 400.00	S8L13 400.00	S8L15 400.00	

Requires an enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(1) Switched Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(D)
OC3 at OC12 Node	S8JEX \$250.00	S8JE3 \$250.00	S8JE5 \$250.00	S8JE7 \$ 250.00	
OC3 at OC48 Node	S8JFX 250.00	S8JF3 250.00	S8JF5 250.00	S8JF7 250.00	
OC3 at OC192 Node	S8KEM 250.00	SAKE3 250.00	SAKE5 250.00	S8KE7 250.00	
OC12 at OC48 Node	S8JHX 500.00	S8JH3 500.00	S8JH5 500.00	S8JH7 500.00	
OC12 at OC192 Node	S8KGM 500.00	S8KG3 500.00	S8KG5 500.00	S8KG7 500.00	
OC48 at OC192 Node	S8KJM 1,200.00	S8KJ3 1,200.00	S8KJ5 1,200.00	S8KJ7 1,200.00	

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan.

(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access

Port Type	USOC/M-to-M	USOC/3-Year Term	USOC/5-Year Term	
DS1 at OC3 or OC12/3 Node	SPRAX	SPRA3	SPRA5	
Price Band 4	28.00	28.00	28.00	(D)
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC12 Node*	S9QUX	S9QU3	S9QU5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC48 Node*	S9QVX	S9QV3	S9QV5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC192 Node*	S9QWX	S9QW3	S9QW5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS3 or STS1 at OC3, or OC3/12 Node	SPRBX	SPRB3	SPRB5	(D)
Price Band 4	143.00	115.00	115.00	
Price Band 5	143.00	115.00	115.00	
Price Band 6	143.00	115.00	115.00	
DS3 or STS1 at OC12 Node	SPRCX	SPRC3	SPRC5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	
DS3 or STS1 at OC48 Node	SPRD3	SPRD3	SPRD5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	
DS3 or STS1 at OC192 Node	SPRXX	SPRX3	SPRX5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>
DS3 Transmux at OC3 Node*	S9Q2X	S9Q23	S9Q25
Price Band 4	400.00	400.00	400.00
Price Band 5	400.00	400.00	400.00
Price Band 6	400.00	400.00	400.00

(D)

* Requires an Enhanced Node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

Port Type	USOC/ M-to-M	USOC/ 3-Year Term	USOC/ 5-Year Term	USOC/ 7-Year Term**	
DS3 Transmux at OC12 Node*	S9QYX	S9QY3	S9QY5		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
DS3 Transmux at OC48 Node*	S9QZX	S9QZ3	S9QZ5		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
DS3 Transmux at OC192 Node*	S9Q1X	S9Q13	S9Q15		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
OC3 at OC12 Node N-MSA	SPREX 250.00	SPRE3 250.00	SPRE5 250.00	SPRE7 \$250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		
OC3 at OC48 Node N-MSA	SPRFX 250.00	SPRF3 250.00	SPRF5 250.00	SPRF7 250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		
OC3 at OC192 Node N-MSA	S9NEM 250.00	S9NE3 250.00	S9NE5 250.00	S9NE7 250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		

* Requires an Enhanced Node.

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(T)
OC3c at OC12 Node	SPROX	SPRO3	SPRO5		
N-MSA	\$250.00	\$250.00	\$250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC48 Node	SPRPX	SPRP3	SPRP5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC192Node	S9NFM	S9NF3	S9NF5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC12 at OC48 Node	SPRHX	SPRH3	SPRH5	SPRH7	
N-MSA	500.00	500.00	500.00	\$500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		
OC12 at OC192 Node	S9NGM	S9NG3	S9NG5	S9NG7	
N-MSA	500.00	500.00	500.00	500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(T)
OC12c at OC48 Node	SPRZX	SPRZ3	SPRZ5		
N-MSA	\$500.00	\$500.00	\$500.00		
Price Band 4	514.00	514.00	514.00		
Price Band 5	514.00	514.00	514.00		
Price Band 6	514.00	514.00	514.00		
OC12c at OC192Node	S9NHM	S9NH3	S9NH5		
N-MSA	500.00	500.00	500.00		
Price Band 4	514.00	514.00	514.00		
Price Band 5	514.00	514.00	514.00		
Price Band 6	514.00	514.00	514.00		
OC48 at OC192 Node	S9NJM	S9NJ3	S9NJ5	S9NJ7	
N-MSA	1,200.00	1,200.00	1,200.00	\$1,200.00	
Price Band 4	1,400.00	1,400.00	1,400.00		
Price Band 5	1,400.00	1,400.00	1,400.00		
Price Band 6	1,400.00	1,400.00	1,400.00		
OC48c at OC192 Node	S9NKM	S9NK3	S9NK5		
N-MSA	1,200.00	1,200.00	1,200.00		
Price Band 4	1,200.00	1,200.00	1,200.00		
Price Band 5	1,200.00	1,200.00	1,200.00		
Price Band 6	1,200.00	1,200.00	1,200.00		

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet*			
GigE1 at OC3 Node	S9Q3X	S9Q33	S9Q35
N-MSA	\$230.00	\$230.00	\$230.00
GigE1 at OC12 Node	S9QCX	S9QC3	S9QC5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00
GigE1 at OC48 Node	S9QDX	S9QD3	S9QD5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00
GigE1 at OC192 Node	S9QEX	S9QE3	S9QE5
N-MSA	230.00	230.00	230.00
Price Band 4	230.00	230.00	230.00
Price Band 5	230.00	230.00	230.00
Price Band 6	230.00	230.00	230.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet* (Cont'd)			
GigE3 at OC12 Node	S9QFX	S9QF3	S9QF5
N-MSA	\$345.00	\$345.00	\$345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE3 at OC48 Node	S9QH3	S9QH3	S9QH5
N-MSA	345.00	345.00	345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE3 at OC192 Node	S9QJ3	S9QJ3	S9QJ5
N-MSA	345.00	345.00	345.00
Price Band 4	345.00	345.00	345.00
Price Band 5	345.00	345.00	345.00
Price Band 6	345.00	345.00	345.00
GigE6 at OC12 Node	S9QK3	S9QK3	S9QK5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00
GigE6 at OC48 Node	S9QL3	S9QL3	S9QL5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00
GigE6 at OC192 Node	S9QM3	S9QM3	S9QM5
N-MSA	455.00	455.00	455.00
Price Band 4	455.00	455.00	455.00
Price Band 5	455.00	455.00	455.00
Price Band 6	455.00	455.00	455.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
Gigabit Ethernet* (Cont'd)			
GigE9 at OC12 Node	S9QNX	S9QN3	S9QN5
N-MSA	\$535.00	\$535.00	\$535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE9 at OC48 Node	S9QOX	S9QO3	S9QO5
N-MSA	535.00	535.00	535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE9 at OC192 Node	S9QFX	S9QP3	S9QP5
N-MSA	535.00	535.00	535.00
Price Band 4	535.00	535.00	535.00
Price Band 5	535.00	535.00	535.00
Price Band 6	535.00	535.00	535.00
GigE12 at OC48 Node	S9QQX	S9QQ3	S9QQ5
N-MSA	645.00	645.00	645.00
Price Band 4	645.00	645.00	645.00
Price Band 5	645.00	645.00	645.00
Price Band 6	645.00	645.00	645.00
GigE12 at OC192 Node	S9QRX	S9QR3	S9QR5
N-MSA	645.00	645.00	645.00
Price Band 4	645.00	645.00	645.00
Price Band 5	645.00	645.00	645.00
Price Band 6	645.00	645.00	645.00
GigE24 at OC48 Node	S9QSX	S9QS3	S9QS5
N-MSA	880.00	880.00	880.00
Price Band 4	880.00	880.00	880.00
Price Band 5	880.00	880.00	880.00
Price Band 6	880.00	880.00	880.00
GigE24 at OC192 Node	S9QTX	S9QT3	S9QT5
N-MSA	880.00	880.00	880.00
Price Band 4	880.00	880.00	880.00
Price Band 5	880.00	880.00	880.00
Price Band 6	880.00	880.00	880.00

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(3) Storage Interface Ports*

<u>Port Type</u>	<u>USOC/M-to-M</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>
1 Gbps Fibre Channel at OC48 Node N-MSA	S9Q4X \$1,000.00	S9Q43 \$1,000.00	S9Q45 \$1,000.00
1 Gbps Fibre Channel at OC192 Node N-MSA	S9Q5X 1,000.00	S9Q53 1,000.00	S9Q55 1,000.00
1 Gbps FICON at OC48 Node N-MSA	S9Q4X 1,000.00	S9Q43 \$1,000.00	S9Q45 1,000.00
1 Gbps FICON at OC192 Node N-MSA	S9Q5X 1,000.00	S9Q53 1,000.00	S9Q55 1,000.00

* Requires enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges

- (1) Initial Installation Charges,
Per Month-to-Month Ports Only
(excluding Storage Interface Ports)

(a) Switched Access

<u>Port Type</u>	<u>Nonrecurring Charge</u>	
	<u>First</u>	<u>Additional</u>
DS1#	\$525.00	\$210.00
DS3, STS1, OC3, or DS3 Transmux#	805.00	343.00
OC12	767.00	327.00
OC48	767.00	327.00

Requires enhanced node.

(b) Special Access

OC3		
N-MSA	\$805.00	\$343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
OC3c		
N-MSA	805.00	343.00
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00
DS3 or STS1		
Price Band 4	805.00	343.00
Price Band 5	805.00	343.00
Price Band 6	805.00	343.00

(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

- (1) Initial Installation Charges,
Per Month-to-Month Ports Only
(excluding Storage Interface Ports) (Cont'd)

(b) Special Access (Cont'd)

Port Type	Nonrecurring Charge		
	First	Additional	
DS3 Transmux at OC3 Node#			(D)
Price Band 4	805.00	343.00	
Price Band 5	805.00	343.00	
Price Band 6	805.00	343.00	
DS3 Transmux at OC12 Node#			(D)
Price Band 4	805.00	343.00	
Price Band 5	805.00	343.00	
Price Band 6	805.00	343.00	
DS3 Transmux at OC48 Node#			(D)
Price Band 4	805.00	343.00	
Price Band 5	805.00	343.00	
Price Band 6	805.00	343.00	
DS3 Transmux at OC192 Node#			(D)
Price Band 4	805.00	343.00	
Price Band 5	805.00	343.00	
Price Band 6	805.00	343.00	
DS1#			(D)
Price Band 4	525.00	210.00	
Price Band 5	525.00	210.00	
Price Band 6	525.00	210.00	
OC12 or OC12c			
N-MSA	767.00	327.00	
Price Band 4	767.00	327.00	
Price Band 5	767.00	327.00	
Price Band 6	767.00	327.00	
OC48 or OC48c			
N-MSA	767.00	327.00	
Price Band 4	767.00	327.00	
Price Band 5	767.00	327.00	
Price Band 6	767.00	327.00	
Gigabit Ethernet#			
- Any Gige			
N-MSA	767.00	327.00	
Price Band 4	767.00	327.00	
Price Band 5	767.00	327.00	
Price Band 6	767.00	327.00	

Requires an enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(2) Subsequent Installation Charges,
All Ports except Storage Interface Ports

(a) Switched Access

Port Type	USOC	Nonrecurring Charge	
		First	Additional
DS1**, DS3, STS1, OC3, OC12, or			
DS3 Transmux	NRB4F	\$1.00	\$0.75
OC48	NRB4N	1.00	0.75

** Requires enhanced node when provided from an OC12, OC48 or OC192 node.

(b) Special Access

OC3	NRBSW			
N-MSA		\$1.00	\$0.75	
Price Band 4		1.00	0.75	
Price Band 5		1.00	0.75	
Price Band 6		1.00	0.75	
OC3c	NRBS9			
N-MSA		1.00	0.75	
Price Band 4		1.00	0.75	
Price Band 5		1.00	0.75	
Price Band 6		1.00	0.75	
DS3 or STS1	NRBSX			
Price Band 4		1.00	0.75	(D)
Price Band 5		1.00	0.75	
Price Band 6		1.00	0.75	
DS3 Transmux#	NRM84			
Price Band 4		1.00	0.75	(D)
Price Band 5		1.00	0.75	
Price Band 6		1.00	0.75	
DS1*	NRBSY			
Price Band 4		1.00	0.75	(D)
Price Band 5		1.00	0.75	
Price Band 6		1.00	0.75	

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

** Requires an enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(2) Subsequent Installation Charges,
All Ports except Storage Interface Ports (Cont'd)

(b) Special Access (Cont'd)

Port Type	USOC	Nonrecurring Charge	
		First	Additional
OC12	NRBSZ		
N-MSA		\$1.00	\$0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC12c	NRBSZ		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC48	NRB4L		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
OC48c	NRB4L		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75
Gigabit Ethernet*			
- Any GigE	1CR4B		
N-MSA		1.00	0.75
Price Band 4		1.00	0.75
Price Band 5		1.00	0.75
Price Band 6		1.00	0.75

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(b) Nonrecurring Charges (Cont'd)

(3) Initial and Subsequent Installation Charges: Month-to-Month
Storage Interface Ports only

<u>Port Type</u>	<u>USOC</u>	<u>First</u>	<u>Additional</u>
Storage Interface Ports*			
- 1 Gbps Fibre Channel at OC48 Node N-MSA	S9Q4X	\$767.00	\$327.00
- 1 Gbps Fibre Channel at OC192 Node N-MSA	S9Q5X	767.00	327.00
- 1 Gbps FICON at OC48 Node N-MSA	S9Q4X	767.00	327.00
- 1 Gbps FICON at OC192 Node N-MSA	S9Q5X	767.00	327.00

* Requires an enhanced node when provided from an OC12, OC48 or OC192 node.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features

(a) Customer Service Management
Optional Feature (CSM)

(1) Service Level, per ring

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 1: Network View only		
<u>3-Year</u>		
N-MSA	C7SA3	\$250.00
Price Band 4	C7SA3	250.00
Price Band 5	C7SA3	250.00
Price Band 6	C7SA3	250.00
<u>5-Year</u>		
N-MSA	C7SA5	250.00
Price Band 4	C7SA5	250.00
Price Band 5	C7SA5	250.00
Price Band 6	C7SA5	250.00
<u>7-Year</u>		
N-MSA	C7SA7	250.00
Price Band 4	C7SA7	250.00
Price Band 5	C7SA7	250.00
Price Band 6	C7SA7	250.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

(1) Service Level, per ring (Cont'd)

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 2: Network View & Basic Reports		
<u>3-Year</u>		
N-MSA	C7SB3	\$450.00
Price Band 4	C7SB3	450.00
Price Band 5	C7SB3	450.00
Price Band 6	C7SB3	450.00
<u>5-Year</u>		
N-MSA	C7SB5	450.00
Price Band 4	C7SB5	450.00
Price Band 5	C7SB5	450.00
Price Band 6	C7SB5	450.00
<u>7-Year</u>		
N-MSA	C7SB7	450.00
Price Band 4	C7SB7	450.00
Price Band 5	C7SB7	450.00
Price Band 6	C7SB7	450.00
Customized Reports	(NOTE)	ICB

NOTE USOC to be assigned with the associated ICB.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

(1) Service Level, per ring (Cont'd)

<u>Service Level</u>	<u>USOC</u>	<u>Monthly Rate</u>
Level 3: Network View, Basic Reports, & Reconfiguration		
<u>3-Year</u>		
N-MSA	C7SC3	\$850.00
Price Band 4	C7SC3	850.00
Price Band 5	C7SC3	850.00
Price Band 6	C7SC3	850.00
<u>5-Year</u>		
N-MSA	C7SC5	850.00
Price Band 4	C7SC5	850.00
Price Band 5	C7SC5	850.00
Price Band 6	C7SC5	850.00
<u>7-Year</u>		
N-MSA	C7SC7	850.00
Price Band 4	C7SC7	850.00
Price Band 5	C7SC7	850.00
Price Band 6	C7SC7	850.00
Customized Reports	(NOTE)	ICB

NOTE USOC to be assigned with the associated ICB.

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

- (2) Preplanned Port, per port Rates and Charges are the same as those set forth in (L) (3) preceding.

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(3) Node Setup, per node on the ring equipped during initial establishment		
N-MSA	NRMHB	\$200.00
Price Band 4	NRMHB	200.00
Price Band 5	NRMHB	200.00
Price Band 6	NRMHB	200.00
(4) Initial CSM Setup, first partition with up to 6 users		
N-MSA	NRMHD	\$500.00
Price Band 4	NRMHD	500.00
Price Band 5	NRMHD	500.00
Price Band 6	NRMHD	500.00
(5) Setup of additional Partition or change in CSM Service Level, each		
N-MSA	NRMHE	\$500.00
Price Band 4	NRMHE	500.00
Price Band 5	NRMHE	500.00
Price Band 6	NRMHE	500.00
(6) Setup of Additional Users, up to 6 additional Users		
N-MSA	NRMHF	\$350.00
Price Band 4	NRMHF	350.00
Price Band 5	NRMHF	350.00
Price Band 6	NRMHF	350.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(a) Customer Service Management
Optional Feature (CSM) (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(7) Add/Remove Node, per node added to, or removed from, the CSM ring		
N-MSA	NRMHC	\$200.00
Price Band 4	NRMHC	200.00
Price Band 5	NRMHC	200.00
Price Band 6	NRMHC	200.00
(8) Telephone Company performed Reconfiguration, per mapping		
N-MSA	NRMHH	\$300.00
Price Band 4	NRMHH	300.00
Price Band 5	NRMHH	300.00
Price Band 6	NRMHH	300.00
(9) Consultation and Support, each 30 minutes or fraction thereof		
N-MSA	NRMHG	\$100.00
Price Band 4	NRMHG	100.00
Price Band 5	NRMHG	100.00
Price Band 6	NRMHG	100.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(4) Optional Features (Cont'd)

(b) Direct TL1 Monitoring Optional Feature (DTM)

	<u>USOC</u>	<u>Monthly Rate</u>
(1) DTM, per ring		
3 year		
N-MSA	C7SB3	\$450.00
Price Band 4	C7SB3	450.00
Price Band 5	C7SB3	450.00
Price Band 6	C7SB3	450.00
5 year		
N-MSA	C7SB5	450.00
Price Band 4	C7SB5	450.00
Price Band 5	C7SB5	450.00
Price Band 6	C7SB5	450.00
7 year		
N-MSA	C7SB7	450.00
Price Band 4	C7SB7	450.00
Price Band 5	C7SB7	450.00
Price Band 6	C7SB7	450.00
		<u>Nonrecurring Charge</u>
(2) Node Setup, per node on the ring equipped during initial establishment		
N-MSA	NRMHB	\$200.00
Price Band 4	NRMHB	200.00
Price Band 5	NRMHB	200.00
Price Band 6	NRMHB	200.00
(3) Initial DTM Setup		
N-MSA	NRMHD	500.00
Price Band 4	NRMHD	500.00
Price Band 5	NRMHD	500.00
Price Band 6	NRMHD	500.00
(4) Add/Remove Node, per node added to, or removed from, the DTM ring		
N-MSA	NRMHC	200.00
Price Band 4	NRMHC	200.00
Price Band 5	NRMHC	200.00
Price Band 6	NRMHC	200.00
(5) Consultation and Support, each 30 minutes or fraction thereof		
N-MSA	NRMHG	100.00
Price Band 4	NRMHG	100.00
Price Band 5	NRMHG	100.00
Price Band 6	NRMHG	100.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(5) Partial Ring Pass-Through Interface,
- per Interface

	<u>USOC</u>	<u>Monthly Rate</u>
3-Year Term		
OC12	NWUP3	\$4,860.00
OC48	NWUT3	10,658.00
OC192	NWUU3	16,460.00
5-Year Term		
OC12	NWUP5	\$2,700.00
OC48	NWUT5	4,604.00
OC192	NWUU5	9,200.00
7-Year Term		
OC12	NWUP7	\$2,430.00
OC48	NWUT7	4,143.00
OC192	NWUU7	8,280.00

(6) Partial Ring Channel Mapping,
per channel mapped on a partial ring

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>	
DS1*	NRMUF	\$150.00	(T)
DS3 or STS1*	NRMUG	150.00	(T)
OC3	NRMUH	150.00	
OC3c	NRMUJ	150.00	
OC12	NRMUK	150.00	
OC12c	NRMUL	150.00	
OC48	NRMUM	150.00	
OC48c	NRMUN	150.00	
GigE1	NRMUQ	150.00	
GigE3	NRMUR	150.00	
GigE6	NRMUS	150.00	
GigE9	NRMUT	150.00	
GigE12	NRMUU	150.00	
GigE24	NRMUV	150.00	
1 Gbps Fibre Channel	NRMVJ	150.00	
1 Gbps FICON	NRMVJ	150.00	

Service availability limited. Refer to # footnote on Page 23-1.

* Rate applies to Price Bands 4, 5, and 6.

(N)

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)*

(a) Monthly Rates, per APF

(1) Month to Month Billing

(a) Switched Access

<u>APF Type</u>	<u>USOC</u>	<u>Monthly Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJGX	\$ 500.00
- OC3 Channel Extension, each	N7EGX	3,800.00
OC12 APF*		
- OC12 Mileage, per mile	1YJGX	1,000.00
- OC12 Channel Extension, each	N7EGX	7,000.00
OC48 APF*		
- OC48 Mileage, per mile	1YJGX	3,500.00
- OC48 Channel Extension, each	N7EGX	11,000.00

(b) Special Access

<u>APF Type</u>	<u>USOC</u>	<u>Monthly Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ8X	\$ 500.00
- OC3 Channel Extension, each	EOE8X	3,800.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ8X	1,000.00
- OC12 Channel Extension, each	EOE8X	7,000.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ8X	3,500.00
- OC48 Channel Extension, each	EOE8X	11,000.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing

(a) Switched Access

<u>APF Type</u>	<u>USOC</u>	<u>3-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG3	\$ 375.00
- OC3 Channel Extension, each	N7EG3	2,850.00
OC12 APF*		
- OC12 Mileage, per mile	1YJG3	750.00
- OC12 Channel Extension, each	N7EG3	5,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG3	2,625.00
- OC48 Channel Extension, each	N7EG3	7,500.00
		<u>5-Year Term</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG5	\$ 337.50
- OC3 Channel Extension, each	N7EG5	2,565.00
OC12 APF*		
- OC12 Mileage, per mile	1YJG5	675.00
- OC12 Channel Extension, each	N7EG5	4,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG5	2,362.00
- OC48 Channel Extension, each	N7EG5	6,350.50

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(a) Switched Access (Cont'd)

<u>APF Type</u>	<u>USOC</u>	<u>7-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJG7	\$ 303.75
- OC3 Channel Extension, each	N7EG7	2,308.50
OC12 APF*		
- OC12 Mileage, per mile	1YJG7	607.50
- OC12 Channel Extension, each	N7EG7	4,050.00
OC48 APF*		
- OC48 Mileage, per mile	1YJG7	2,126.25
- OC48 Channel Extension, each	N7EG7	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(b) Special Access

<u>APF Type</u>	<u>USOC</u>	<u>3-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ83	\$ 375.00
- OC3 Channel Extension, each	EOE83	2,850.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ83	750.00
- OC12 Channel Extension, each	EOE83	5,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ83	2,625.00
- OC48 Channel Extension, each	EOE83	7,500.00
		<u>5-Year Term</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ85	\$ 337.50
- OC3 Channel Extension, each	EOE85	2,565.00
OC12 APF*		
- OC12 Mileage, per mile	1YJ85	675.00
- OC12 Channel Extension, each	EOE85	4,500.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ85	2,362.50
- OC48 Channel Extension, each	EOE85	6,350.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(a) Monthly Rates, per APF (Cont'd)

(2) Term Plan Billing (Cont'd)

(b) Special Access (Cont'd)

<u>APF Type</u>	<u>USOC</u>	<u>7-Year Rate</u>
OC3 APF*		
- OC3 Mileage, per mile	1YJ87	\$ 303.75
- OC3 Channel Extension, each	EOE87	2,308.50
OC12 APF*		
- OC12 Mileage, per mile	1YJ87	607.50
- OC12 Channel Extension, each	EOE87	4,050.00
OC48 APF*		
- OC48 Mileage, per mile	1YJ87	2,126.25
- OC48 Channel Extension, each	EOE87	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(7) Asymmetrical Port Facility (APF)* (Cont'd)

(b) Nonrecurring Charges

- (1) APF Mapping Charge,
- per lower capacity channel mapped
between two APFs on the same DSR

(a) Switched Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFMA	\$500.00

(b) Special Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFMA	\$500.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)*

(a) Monthly Rates, per SNF extended

(1) Term Plan Billing

(a) Switched Access

<u>SNF Type</u>	<u>USOC</u>	<u>3-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH3	\$ 375.00
- OC3 Channel Extension, each	N7EH3	2,850.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJH3	750.00
- OC12 Channel Extension, each	N7EH3	5,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH3	2,625.00
- OC48 Channel Extension, each	N7EH3	7,500.00
		<u>5-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH5	\$ 337.50
- OC3 Channel Extension, each	N7EH5	2,565.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJH5	675.00
- OC12 Channel Extension, each	N7EH5	4,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH5	2,362.50
- OC48 Channel Extension, each	N7EH5	6,350.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(a) Switched Access (Cont'd)

<u>SNF Type</u>	<u>USOC</u>	<u>7-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJH7	\$ 303.75
- OC3 Channel Extension, each	N7EH7	2,308.50
OC12 SNF*		
- OC12 Mileage, per mile	1YJH7	607.50
- OC12 Channel Extension, each	N7EH7	4,050.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJH7	2,126.25
- OC48 Channel Extension, each	N7EH7	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(b) Special Access

<u>SNF Type</u>	<u>USOC</u>	<u>3-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ93	\$ 375.00
- OC3 Channel Extension, each	EOE93	2,850.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJ93	750.00
- OC12 Channel Extension, each	EOE93	5,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ93	2,625.00
- OC48 Channel Extension, each	EOE93	7,500.00
		<u>5-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ95	\$ 337.50
- OC3 Channel Extension, each	EOE95	2,565.00
OC12 SNF*		
- OC12 Mileage, per mile	1YJ95	675.00
- OC12 Channel Extension, each	EOE95	4,500.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ95	2,362.50
- OC48 Channel Extension, each	EOE95	6,350.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(8) Subtending Node Facility (SNF)* (Cont'd)

(a) Monthly Rates, per SNF extended (Cont'd)

(1) Term Plan Billing (Cont'd)

(b) Special Access (Cont'd)

<u>SNF Type</u>	<u>USOC</u>	<u>7-Year Term</u>
OC3 SNF*		
- OC3 Mileage, per mile	1YJ97	\$ 303.75
- OC3 Channel Extension, each	EOE97	2,308.50
OC12 SNF*		
- OC12 Mileage, per mile	1YJ97	607.50
- OC12 Channel Extension, each	EOE97	4,050.00
OC48 SNF*		
- OC48 Mileage, per mile	1YJ97	2,126.25
- OC48 Channel Extension, each	EOE97	5,715.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes*

- Per Port Node

(a) Term Plan Billing

(1) Switched Access

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>3-Year Rate</u>
- OC3 at OC3 Node	S8R13	\$ 600.00
- OC3 at OC12 Node	S8R23	600.00
- OC3 at OC48 Node	S8R33	600.00
- OC3 at OC192 Node	S8R43	600.00
- OC12 at OC12 Node	S8R53	850.00
- OC12 at OC48 Node	S8R63	850.00
- OC12 at OC192 Node	S8R73	850.00
- OC48 at OC48 Node	S8R83	1,800.00
- OC48 at OC192 Node	S8R93	1,800.00
- OC192 at OC192 Node	S8RZ3	4,500.00

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>5-Year Rate</u>
- OC3 at OC3 Node	S8R15	\$ 500.00
- OC3 at OC12 Node	S8R25	500.00
- OC3 at OC48 Node	S8R35	500.00
- OC3 at OC192 Node	S8R45	500.00
- OC12 at OC12 Node	S8R55	750.00
- OC12 at OC48 Node	S8R65	750.00
- OC12 at OC192 Node	S8R75	750.00
- OC48 at OC48 Node	S8R85	1,600.00
- OC48 at OC192 Node	S8R95	1,600.00
- OC192 at OC192 Node	S8RZ5	3,800.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(1) Switched Access (Cont'd)

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>7-Year Rate</u>
- OC3 at OC3 Node	S8R17	\$ 450.00
- OC3 at OC12 Node	S8R27	450.00
- OC3 at OC48 Node	S8R37	450.00
- OC3 at OC192 Node	S8R47	450.00
- OC12 at OC12 Node	S8R57	700.00
- OC12 at OC48 Node	S8R67	700.00
- OC12 at OC192 Node	S8R77	700.00
- OC48 at OC48 Node	S8R87	1,500.00
- OC48 at OC192 Node	S8R97	1,500.00
- OC192 at OC192 Node	S8RZ7	3,000.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(2) Special Access

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>3-Year Rate</u>
- OC3 at OC3 Node	S4N13	\$ 600.00
- OC3 at OC12 Node	S4N23	600.00
- OC3 at OC48 Node	S4N33	600.00
- OC3 at OC192 Node	S4N43	600.00
- OC12 at OC12 Node	S4N53	850.00
- OC12 at OC48 Node	S4N63	850.00
- OC12 at OC192 Node	S4N73	850.00
- OC48 at OC48 Node	S4N83	1,800.00
- OC48 at OC192 Node	S4N93	1,800.00
- OC192 at OC192 Node	S4NZ3	4,500.00

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>5-Year Rate</u>
- OC3 at OC3 Node	S4N15	\$ 500.00
- OC3 at OC12 Node	S4N25	500.00
- OC3 at OC48 Node	S4N35	500.00
- OC3 at OC192 Node	S4N45	500.00
- OC12 at OC12 Node	S4N55	750.00
- OC12 at OC48 Node	S4N65	750.00
- OC12 at OC192 Node	S4N75	750.00
- OC48 at OC48 Node	S4N85	1,600.00
- OC48 at OC192 Node	S4N95	1,600.00
- OC192 at OC192 Node	S4NZ5	3,800.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(9) Port Nodes* (Cont'd)

- Per Port Node

(a) Term Plan Billing (Cont'd)

(2) Special Access (Cont'd)

<u>Port Node Type</u>	<u>USOC</u>	<u>Monthly Rate</u> <u>7-Year Rate</u>
- OC3 at OC3 Node	S4N17	\$ 450.00
- OC3 at OC12 Node	S4N27	450.00
- OC3 at OC48 Node	S4N37	450.00
- OC3 at OC192 Node	S4N47	450.00
- OC12 at OC12 Node	S4N57	700.00
- OC12 at OC48 Node	S4N67	700.00
- OC12 at OC192 Node	S4N77	700.00
- OC48 at OC48 Node	S4N87	1,500.00
- OC48 at OC192 Node	S4N97	1,500.00
- OC192 at OC192 Node	S4NZ7	3,000.00

* Requires an enhanced node

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(10) Dual Node Cross-Connect Charge

- Per lower capacity channel provided through two interconnecting nodes in a subtending ring arrangement

(a) Switched Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFSa	\$500.00

(b) Special Access

<u>Channel Type</u>	<u>USOC</u>	<u>Nonrecurring Charge</u>
All Channel Types	NRFSa	\$500.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

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