

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 they 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 they 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.

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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.

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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)

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(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.

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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%.

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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.

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- (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.

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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

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

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2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.4 When a Credit Allowance Does Not Apply

(A) On Time Provisioning

This Section 2.7.4(A) applies to and supplements Section 2.7.1.2 preceding, 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

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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

(T) (x)

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

(T) (x)

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(x) Certain material on this page formerly appeared on 1st Revised Page 2-55 and Original Page 2-108.

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2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.4 When a Credit Allowance Does Not Apply (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

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2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.4 When a Credit Allowance Does Not Apply (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)
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(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.

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ACCESS SERVICE

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

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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

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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)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(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)

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ACCESS SERVICE

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

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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)

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ACCESS SERVICE

2. General Regulations (Cont'd)

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

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

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

(D)

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(D)

Service Response Credits as set forth in Section 2.7.3.3 preceding.

(T)

(D)

|

(D)

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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)

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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)

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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)

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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)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

2.9.5 Service Under a National Discount Plan

(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)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

2.9.6 Requirements For a Technology Migration

In order to qualify for a waiver of termination liability under either Section 2.9.1 or 2.9.2 preceding, or to qualify for the true-up calculations under Section 2.9.3 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)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

2.9.6 Requirements For a Technology Migration (Cont'd)

(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)

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2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)

(N)

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)

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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)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.9 Technology Migration (Cont'd)2.9.6 Requirements For a Technology Migration (Cont'd)(D) Terminating Locations (Cont'd)

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

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

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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)

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PUBLIC VERSION -- CONFIDENTIAL MATERIAL OMITTED

**Before the
Federal Communications Commission
Washington, D.C. 20554**

ACCEPTED/FILED

FEB 26 2018

**Federal Communications Commission
Office of the Secretary**

In the Matter of)
)
CenturyLink Communications, LLC f/k/a Qwest)
Communications Company, LLC,)
)
Complainant,)
v.)
)
Verizon Services Corp.; Verizon Virginia LLC;)
Verizon Washington, D.C., Inc.; Verizon Maryland)
LLC; Verizon Delaware LLC; Verizon)
Pennsylvania LLC; Verizon New Jersey Inc.;)
Verizon New York Inc.; Verizon New England Inc.;)
Verizon North LLC; Verizon South Inc.,)
)
Defendants.)

Docket No. 10-33
File No. EB-16-MDIC-0015

PUBLIC EXHIBITS

Volume 2 of 3

Ex. 21 to Ex. 40.24

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.

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7. Special Access Service (Cont'd)

7.1.1 Channel Types (Cont'd)

Following is a brief description of each type of channel:

Telegraph Grade - a channel for the transmission of binary signals at rates of 0 to 75 baud or 0 to 150 baud.

WATS Access Line - a channel between a customer designated premises and a WATS Serving Office (WSO) for transmission of interstate or international traffic.

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.

$$\begin{array}{c} (D) \\ | \\ | \\ | \\ | \\ | \\ (D) \end{array}$$

Effective: January 22, 2014

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.1 General (Cont'd)7.1.1 Channel Types (Cont'd)

Digital Data - a channel for the digital transmission of data at rates of 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps.

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544, 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)

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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. Rates and charges for Ports also apply to a Special Access DS3 connected to a point to point SONET service as set forth in Section 24.3 following.

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(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:

(S) (x)

- 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
- 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)

(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.

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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 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. (T)

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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

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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)

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(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.

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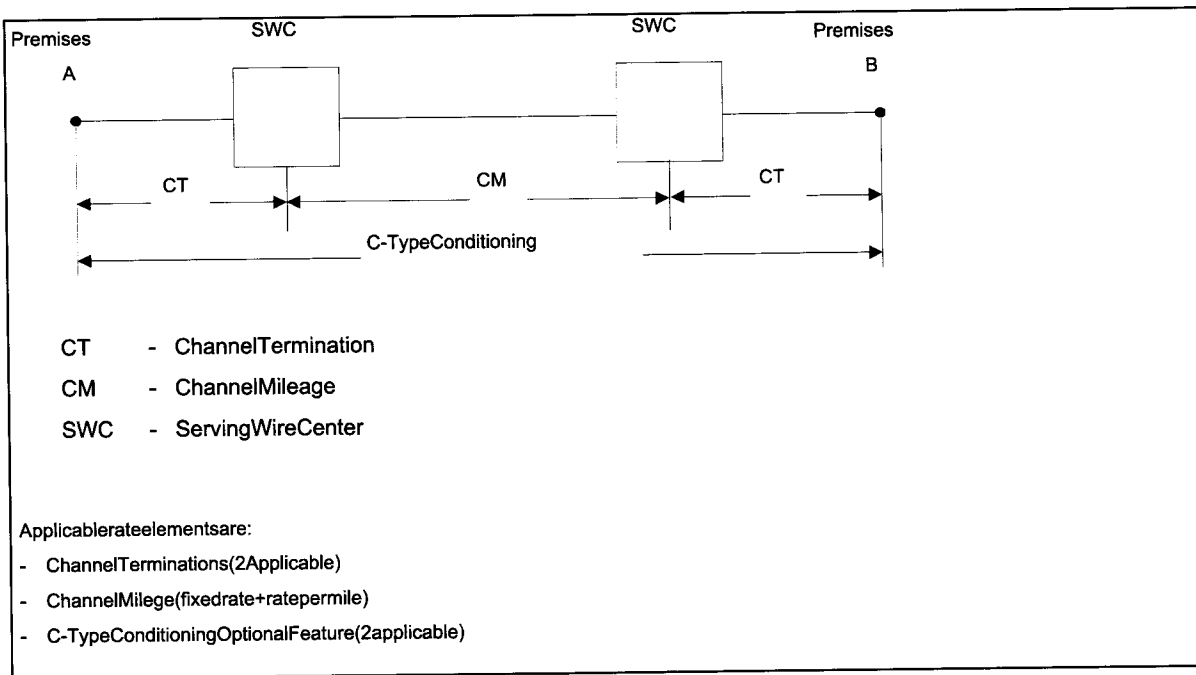
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ACCESS SERVICE

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.



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